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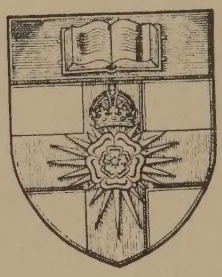

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AND OTHERS:

FORTY-SEVEN VOLUMES.

—(*27.*)—

LAND IN WALES AND MONMOUTHSHIRE.

SESSION 1.—5 *February* 1895——6 *July* 1895.
SESSION 2.—12 *August* 1895——5 *September* 1895.

VOL. XL.

1895.

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LAND IN WALES AND MONMOUTHSHIRE.

[C. 7661.] Minutes of Evidence taken before the Royal Commission on Land in Wales and Monmouthshire with Appendix of Documents. Forty-sixth to Sixty-third Days. Vol. III. p. 1

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE.

MINUTES OF EVIDENCE

TAKEN BEFORE THE

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE;

WITH

APPENDIX OF DOCUMENTS.

(Forty-sixth to Sixty-third Days.)

Vol. III.

Presented to both Houses of Parliament by Command of Her Majesty.

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LIST OF WITNESSES.

Forty-sixth Day.—Llanelly, Monday, April 16th, 1894.

Name of Witness.	Description.	Question.	Page.
Richard William Stephens	Freeholder, County Councillor; Coed-y-brain, near Cidweli.	36,671	1
Thomas Walters	Tenant farmer, Glyn Mill Farm, Cidweli	36,855A	8
William Stone	Tenant farmer, Talyclyn, Llangennech	36,905	11
John Harries	Shoemaker, Penybont House, Brynamman	36,995	14
The Rev. William Davis Thomas.	Congregational minister, Brynamman	37,048	17
William Thomas	Tenant farmer and clothmaker, Pontantwn Factory, Cidweli.	37,076 and 37,196	18 and 24
William John Wilson	Sir Arthur Stepney's agent; The Dell, Llanelly	37,181	24
William Nathaniel Jones	Tenant farmer, auctioneer, and County Councillor; Tirydail, Ammanford.	37,200	25
Thomas Owen	Tenant farmer and engine driver, Caegrosffordd, Llanelly.	37,222	27
The Rev. Benjamin Evans	Independent minister, Murray Street, Llanelly	37,277	29
Thomas Hughes	Chairman of the Harbour Commissioners, and member of the Local Board, Richard Street, Llanelly.	37,289	29
George Blake	Agent to Mr. Mansel Lewis; Wellfield, Llanelly	37,305	31
Richard Williams	Surveyor, Post Office Chambers, Buryport	37,315	32
Thomas Jenkins	Butcher, Panteg, Felin Foel	37,324	33
Moses Rees	Tenant farmer, Glyn Fach, Llangyndeyrn, Cidweli	37,423	37
Evan Harries	Tenant farmer, Tyrmorfa, near Llanelly	37,442	38
William Rees	Tenant farmer, Maesardafen, Llanelly	37,474	39
William John Rees	Landowner, Gelly House, Llanelly	37,496	40
David James	14, Lloyd Street, Llanelly	37,510	41

Forty-seventh Day.—Llandilo, Tuesday, April 17th, 1894.

John Morgan Davies	Land agent and surveyor, fellow of the Surveyors' Institution, late chairman of its Provincial Committee for South Wales and Monmouthshire, and surveyor to the Crown; Froodvale, Llandilo.	37,523	43
William Llewelyn Williams	B.A. (sometime Exhibitioner in Modern History at Brasenose College, Oxford, and Powis Classical Exhibitioner; honorary secretary to the Central Committee of Carmarthenshire Farmers; journalist; Ty Coch, Swansea.	37,822	57
Kate Jenkins	Vice-chairman of the Llangadock School Board, freeholder and land agent, Glansawdde, Llangadock.	38,022	77
W. F. D. Saunders	Landowner, Glanrhydw, Carmarthen	38,197	87
John Thomas	Tenant farmer and butter merchant, Cwmcanol, Llandilo.	38,252	90
Herbert Peel	Landowner, Taliaris, near Llandilo	38,330	94
Moses Williams	Tenant farmer, smith, and implement maker, Gellifawnen, Glanamman.	38,334	95
Lewis Bishop	"Land agent, an owner, a tenant, a solicitor, magistrates' clerk, county court registrar, tithe collector, and insurance agent," Llandilo.	38,370	98
David Harris	Tenant farmer, Penybank, near Llandilo	38,640	106
Nathaniel Williams	Tenant farmer, Talardd, Llandilo	38,651	106
Evan Evans	Tenant farmer, Gwernoglebach, Llanfihangel Rhosycorn, near Nantgaredig.	38,739	111

Forty-eighth Day.—Llandovery, Wednesday, April 18th, 1894.

Name of Witness.	Description.	Question.	Page.
Gwilym Evans	Chairman of the Carmarthenshire County Council; Pencasell, Llanelly.	38,763	113
Evan Evans	Tenant farmer, The Farm, Penrhos, Abergavenny, Monmouthshire.	38,937	129
James Evans	Tenant farmer, Dolauhirion, Llandovery	39,118	140
William Davys Harries Campbell-Davys.	Landowner, Neuaddfawr, Llandovery	39,123	141
The Rev. Thomas Evans	Clerk in holy orders, and County Councillor, Henllys, Llandovery.	39,176	144
John Pugh Carbery Vaughan Pryse-Rice	Landowner, Llwynybrain, Llandovery	39,200 and 39,412	145 and 156
David William Jones Thomas	Landowner and solicitor, Brecon	39,225	147
David Davies	Freeholder and auctioneer, Rhyblid, Myddfai	39,269	149
Thomas Evans	Late tenant farmer, Llandovery	39,321	154
David Harries	Tenant farmer, Bryndar, Llandovery	39,345	154
Thomas Powell	Tenant farmer, Cefntrenfa, Llandovery	39,356	155
William Jones	Late tenant farmer, Cwmcroiddwr, Llandovery	39,372	155
David Williams	Tenant farmer, Erryd, Llandovery	39,404	156
John Morgan Davies	(Recalled.) Land agent, Froodvale, Llandilo	39,414	157
Evan Williams	Freeholder, Glanmarlais, Llansadwrn	39,427	158
James Rees	Tenant farmer and cattle dealer, Talgarth, Llandovery.	39,455	158
Thomas Hopkins	Tenant farmer, Cefngornoth, Llangadock	39,491	161
Charles Bishop	Solicitor and landowner, Cwm Rythan, Llandovery	39,493	163
John Davies	Tenant farmer, Aberllechach, Llanddeusant	39,553	167
Robert Scott Seymour	Agent for the Earl of Ashburnham's Carmarthenshire estate.	39,643	172
Daniel Davies	Tenant farmer, Llwynowen, Cilyewm	39,645–6	173
John Morgan	Tenant farmer, Llwynpiod, Myddfai	39,650	174
Lewis Lewis	Tenant farmer, Carnaugwynion, Gwynfe, Llangadock	39,655	175
Morgan Davies	Tenant farmer, Gorllwyn Fawr, Myddfai	39,657	177
Phillip Evans	Tenant farmer, Gorsddu, Llanddeusant	39,662	178
Thomas Phillips	Merchant, The Stores, Llangadock	39,671	178

Forty-ninth Day.—Llansawel, Thursday, April 19th, 1894.

John Myles Jones	Saddler, Town Hall, Llansawel	39,674	181
Thomas Davies	Tenant farmer, Tynycwm, Llansawel	39,741	184
John Jones	Tenant farmer, Penlan, Llansawel	40,144	205
Dudley Williams Drummond	Agent for the Cawdor, Edwinsford, and Derllys Estates, Inspector under the Land Improvement Acts of the Board of Agriculture; Ferryside.	40,241	208
William Davies	Tenant farmer, Gelly, Llansawel	40,592	227
William Morgan	Tenant farmer, Rhydlydan, Pumpsaint	40,605 and 40,643	228 and 233
General Sir James Hills-Johnes, V.C., G.C.B.	Landowner, Dolaucothi	40,622	232
John Morgan Davies	(Recalled.) Land agent, Froodvale, Llandilo	40,631; 40,762 and 40,798	232 241 and 244
Charles Prytherch Lewis	Solicitor, Llandingat, Llandovery	40,652	235
Timothy Pugh	Tenant farmer and merchant, Penlan, Pumpsaint	40,660 and 40,794	235 and 244
Thomas Williams	Tenant farmer, Ffynonlas, Cayo	40,802	244
David Jones	Formerly tenant farmer, George Inn, Llansawel	40,857	247
David Edwards	Formerly tenant farmer, Groes, Cayo, Llanwrda	40,860	248
Henry Lewis	Tenant farmer, Llety-wen, Talley	40,897	250
David Long Price	County treasurer, solicitor and land agent (formerly agent for the Edwinsford estate), Talley House, Talley.	40,926	251

Fiftieth Day.—St. Clears, Friday, April 20th, 1894.

Name of Witness.	Description.	Question.	Page.
The Rev. R. Morgan	Independent minister, St. Clears	40,976 and 40,999 and 41,009	255, 260, and 261
David Thomas	Formerly tenant farmer, Nant-y-Grove, near St. Clears.	40,982	259
David Thomas	Labourer (formerly tenant farmer); near Capel Sion, St. Clears	40,996 and 41,215	259 and 268
Thomas Evans	Commercial traveller (formerly tenant of Treventy); St. Clears	41,006 and 41,216	261 and 268
David Perkins	Tenant farmer, Bank-y-Shop, Llanginning, St. Clears.	41,190	266
James Thomas	Agent for several estates, and local agent for the Ecclesiastical Commissioners, Haverfordwest.	41,218	268
Sackville Owen	(Recalled.) Land agent, Tenby	41,245; 41,339 and 41,858	270, 275, and 308
William Evans	Tenant farmer, Manarddwylan, Llanfihangel Abercowyn.	41,826	271
The Rev. George Bancroft	(Recalled.) East Williamston	41,341 and 41,482	275 and 285
C. R. Vickerman	Landowner, Hean Castle, Saundersfoot	41,347	276
John Hilling	(Recalled.) Bramley Lay, East Williamston	41,494	286
The Rev. William Thomas	Independent minister, Whitland	41,495	286
William John Wilson	(Recalled.) Agent for Sir Arthur Stepney's estates, Llanelly.	41,582	293
John Johns	County Councillor, freeholder (late tenant farmer), Parkethyn, Llanstephan, Carmarthen.	41,672	299
John Francis	Land agent, Myrtle Hill, Carmarthen	41,675	300
John Skyrme	Tenant farmer and labourer, Panglas, Whitland	41,682	301
Thomas Williams	Tenant farmer, 2, Spring Gardens, Whitland	41,734	302
Mrs. Phillips	Landowner, Whitland	41,751	303
Daniel Davies	Tenant farmer, Alleston, Pembroke	41,758	303
Mrs. Rachel Evans	Tenant farmer, Maeslan, Llanddowror	41,832	307
John Williams	County Councillor, freeholder, and tenant farmer, Penlan, Llanginning.	41,881	309
John Davies	Tenant farmer, Landwr Mydrim, St. Clears	41,943	311
Evan Williams	Tenant farmer, Glasfryn, Llanfihangel Abercowyn	42,015	314

Fifty-first Day.—Carmarthen, Saturday, April 21st, 1894.

John Thomas	Tenant farmer, Troedyrhiw, Llanfynydd	42,056	317
J. E. Vincent	(Recalled.) 8, Princes Street, Westminster, S.W.	42,192	325
Benjamin Maddy	(Recalled.) Graig, Penllyne, Cowbridge	42,197	332
David Long Price	County treasurer, solicitor, and land agent (recalled) Talley.	42,247	336
John Devonald Morse	Tenant farmer and freeholder, Llandawke, Laugharne	42,377	344
Gad Prothero	Tenant farmer, Ty Canol, Llangybi, Llanstephan	42,480	349
John Francis	(Recalled.) Myrtle Hill, Carmarthen	42,568	354
David Howell Thomas	Land agent, auctioneer, and tenant farmer, Derllys Court, Carmarthen.	42,581 and 42,847	355 and 368
P. Thursby Pelham	Landowner, Abermarlais Park, Llangadock	42,592	355
William Llewelyn Williams	(Recalled.) Ty Coch, Swansea	42,656A.	359
Henry Anthony Jeremy	Late Liberal election agent for Carmarthenshire; Blackwood, Mon.	42,657	360
John Jones	Tenant farmer, Brisken Uchaf, Llanfynydd	42,764	364
Miss Jane Rees	Daughter of tenant farmer, Llwynconwil Fach, Conwil Elfed.	42,813	367
John Griffiths	Postmaster and miller, Llanarthney	42,999	373
David Evan Stephens	Solicitor and landowner, Trawsmawr, Carmarthen	43,006	374
David Lewis	Tenant farmer, Pontantwn Farm, Llangendeirn	43,170	380
John Evans	Tenant farmer, Glanrhydw, Llandefeilog	43,181	381
William Evans	Tenant farmer, Gwempa, Llangendeirn	43,186	381
William Stephens	Tenant farmer, Bridge Inn Farm, Llangendeirn	43,197	382
David Rees	Tenant farmer, Forge Farm, Bronwydd Arms	43,213	382
Thomas Davies	Tenant farmer, Blaencynlleth, Conwil Elfed	43,228	384
Stephen Jones	Tenant farmer, Dysgyrch Mill, Llangendeirn	43,249	385
Thomas Thomas	Tenant farmer, Coedwalter Fawr, Llangendeirn	43,271	386

Fifty-second Day.—CARDIGAN, Monday, April 23rd, 1894.

Name of Witness.	Description.	Question.	Page.
William Owen Brigstocke	Landowner, reversioner, trustee, County Alderman, late Chairman of the Carmarthenshire County Council, and Chairman of the Cardigan Board of Guardians; Park-y-Gors, Boncath.	43,277	388
Dr. David Rhys Jones	Medical practitioner, 19, Paget Street, Cardiff	43,472	402
Thomas Evans	Freeholder and tenant farmer, Llwynduris Farm, Llandygwydd, Boncath.	43,578	408
Thomas Edward Davies	Land agent, Cardigan	43,676	410
Charles Evans Morgan-Richardson.	Solicitor and land agent (also landowner and tenant farmer), Noyadd Wilym, Cardigan.	43,733	413
William Phillips	Tenant farmer, Crynga newydd, Llandygwydd, Boncath.	43,841	421
William Evans	Assurance agent, late tenant farmer, 1, Bingham Terrace, Cardigan.	43,856 and 44,178	422 and 437
Thomas Jenkins	Tenant farmer, Ffrwd Wenith ganol, Aberporth	43,925	425
William Picton Evans	Solicitor, land agent, Vice-Chairman of Guardians of the Cardigan Union, and member of the Assessment Committee, Cardigan.	43,961 and 44,176B.	426 and 436
Evan Williams	Freeholder, tenant farmer, and Poor Law Guardian, Ffynonfair, Blaenporth.	44,048	432
William Saunders Davies	Tenant farmer, Maensaeson, St. Dogmaels	44,186	437

Fifty-third Day.—NEWCASTLE EMLYN, Tuesday, April 24th, 1894.

Dr. Enoch Davies	Retired surgeon, Bryn Teifi, Llandyssul	44,268	440
Enoch Jones	Freeholder (late tenant farmer), Ffynondafolog, Trelech.	44,440	452
Samuel Jones	Tenant farmer, Cwmbarre, Penbryn	44,505 and 44,641A.	457 and 464
Grismond Saunders Davies	Land agent, Pentre Estate office, Boncath	44,560	460
C. E. Morgan Richardson	(Recalled.) Cardigan	44,635	463
Simon Davies	Late tenant farmer, Aberarthen, Penbryn	44,644	464
John Lewes	Woollen manufacturer and County Councillor, Meiros Hall, Llangeler.	44,667	467
Lieut.-Col. William Price Llewellyn Lewes.	Landowner, Llysnewydd, Llandyssul	44,735	471
David Lloyd Davies	Tenant farmer, Cefnccirw, Penbryn	44,744	471
Evan Rees	Butter merchant (late tenant farmer), Brynderw, Llanfairorllwyn.	44,750	472
John Bowen	Llwyn Einon, Cilrhedyn	44,801	475
James Beynon	Freeholder (previously tenant farmer), Clyncoch, Cilrhedyn.	44,825	477
Stephen Davies	Freeholder (previously tenant farmer), Morlogws Uchaf, Cilrhedyn.	44,828	478
David Thomas	Tenant farmer, Wern newydd, Llanfair Orllwyn	44,836	478
David Lewis	Weaver, Trebedw Factory, Newcastle Emlyn	44,851	479
Capt. S. H. Jones-Parry	Landowner, Tyliwyd, Newcastle Emlyn	44,865	480
Mrs. Mary Marles Thomas	Widow of a Nonconformist minister, 10, Quay Street, Carmarthen.	44,938	485
William Davies	Farmer, retired master mariner, Rhydowenfach, Llandyssul.	44,983	489
David Jones	Tenant farmer, Bryngwyn, Llandyssul	45,054	492
Evan Thomas	Freeholder (previously tenant farmer), Penrallt, Llandyssul.	45,089	492
John Davies	Tenant farmer, Pantgwyn, Llandyssul	45,201	497
John Phillips	Carpenter, tenant farmer, Danderi	45,253	500
John Davies	Freeholder, previously tenant farmer, Ffosesgob, Llandyssul.	45,287 and 45,339	501 and 503
D. C. Jones	Tanyffynon, Llandyssul	45,329	503
Samuel George	Tenant farmer, Coedcwm Uchaf, Cwmcoy	45,348	504
David Jones	Labourer, Llwyngwyn	45,403	505
Griffith Davies	Freeholder (previously tenant farmer), Allt-y-corde, Penbryn.	45,501	510
William Picton Evans	(Recalled.) Land agent, Cardigan	45,537	512
James Thomas	Tenant farmer, Park-y-Trap, Newcastle Emlyn	45,559	513

Fifty-fourth Day.—Lampeter, Wednesday, April 25th, 1894.

Name of Witness.	Description.	Question.	Page.
Henry Tobit Evans	Manager and Secretary of the Welsh Press Company, Limited (publishers of "Ye Brython Cymreig") Neuadd, Llanarth.	45,578	516
Mrs. Elizabeth Jones	Tenant farmer, Rhydowen, Llandyssul	45,641	519
Dr. Enoch Davies	(Recalled.) Bryn Teifi, Llandyssul	45,719	522
Jonah Watkins	Land agent, Llandovery	45,723	522
John Thomas	(Recalled.) Troedyrhiw, Llanfynydd	45,812	526
John Lewis	Tenant farmer, Pengoitre, near Llandilo	45,856	528
John Watkins Davies	Tenant farmer and County Councillor, Llangybi Mill, Derry Ormond.	45,878	528
David Evans	Tenant farmer, Poor Law Guardian, and a member of the Cellan School Board, Lanlas ucha Cellan.	46,091	536
William Morgans	Tenant farmer, Olmarchganol, Llangybi	46,123	537
John Charles Harford	Landowner, Falcondale, Lampeter	46,178	539
Thomas Hughes	Tenant farmer (formerly timber merchant), Pendre, Ysbytty Ystwyth.	46,323	548
Daniel Jenkins	Master of the Llanfair Board School, and tenant farmer, Pentrefelin, Talsarn, near Lampeter.	46,417	551
John Jones	Tenant farmer and auctioneer, Teifyside Hall, Llanllwni.	46,524	554
Charles Lloyd	Landowner, Waunifor, Maesycrugiau	46,580	557
Jenkin Jones	Son of tenant farmer, Pantmoch, Llandyssul	46,595	560

Fifty-fifth Day.—Tregaron, Thursday, April 26th, 1894.

Henry Tobit Evans	(Recalled.) Neuadd, Llanarth	46,598–9	562
John Emlyn Jones	Honorary secretary to the Tregaron Farmers' Club, teacher of agriculture, and small landowner (late tenant farmer), Penuwch, Llanio Road.	46,622	563
John Hoyes Barker	Solicitor and local agent for Jesus College, Oxford, Carmarthen.	46,860	575
John Edwardes Rogers	Landowner, Abermeurig, Tregaron	46,866	575
Jenkin Lloyd	Tenant farmer, Pant, Llanddewi Brefi	46,881	576
John Humphreys Davies	Landowner, Cwrtmawr, Llangeitho	46,903	578
Thomas Jones	Tenant farmer and mason, Morfa uchaf, Llanddewi Brefi, Cardigan.	46,962	583
John Williams	Tenant farmer, Cwmelin, Llangeitho	46,993	584
William Lloyd	Freeholder (previously tenant farmer), Penforial, Llangeitho.	47,000	585
Thomas James	Dairy-keeper (previously tenant farmer in Cardiganshire), 11, Umberston Street, Commercial Road, London, E.	47,011	586
David Jones	Freeholder, Tynclawdd, Swyddyffynon, Ystradmeurig	47,018	587
William Davies	Solicitor, Tregaron	47,055	588
M. L. Vaughan-Davies	Landowner, Tanybwlch, Aberystwyth	47,068	589
John Davies	Freeholder (previously tenant farmer), Brynllin, Nantcwnlle, Talsarn.	47,129	594
David Evans	Freeholder (previously tenant farmer), Cae'rochr, Blaenpenal, Tregaron.	47,173	595
David Jenkins	Freeholder, County Councillor, and provision merchant, Pontnewydd, Blaenpenal, Tregaron.	47,219	597
Samuel Evans	Tenant farmer and freeholder, Cefncoed, Gwynfil, Llanio Road.	47,261	600
Daniel Davies	Freeholder (previously tenant farmer), auctioneer's clerk and collector, Pencastell, Nantcwnlle, Talsarn.	47,307	602
David Morgan	Tenant farmer, Fron, Penuwch, Llangeitho	47,405	605
John Davies	Freeholder (previously tenant farmer), Penrhiw, Penuwch, Llanio Road.	47,438	606

Fifty-sixth Day.—Aberayron, Friday, April 27th, 1894.

Name of Witness.	Description.	Question.	Page.
Colonel Thomas Lloyd	Landowner, Llysaeron, Aberayron	47,471	609
John Morgan Howell	Ironmonger and general merchant, County Councillor, Chairman of the Aberayron Union Highway Board, and Vice-Chairman of the Aberayron Union Assessment Committee, Portland House, Aberayron.	47,486 and 47,716	610 and 623
Dr. Enoch Davies	(Recalled.) Bryn Teifi, Llandyssul	47,611	617
David Jones	Tenant farmer, Commonfynydd, Aberayron	47,665	620
Timothy Thomas	Tenant farmer, Penybanc, Henfynyw, Aberayron	47,668	621
Evan Evans	Freeholder (formerly tenant farmer), Pantygwiail, Dihewid, Aberayron.	47,679	621
Rev. David Davies	Calvinistic Methodist minister and a small freeholder, Tanygraig, Nantcwnlle.	47,719	623
Thomas Davies	Tenant farmer, Bryn Peithill, Llanddewi Aberarth	47,736	624
Major Price Lewes	Landowner, Tyglyn Aeron, Ciliau Aeron	47,765	626
Thomas Davies	Highway surveyor, postmaster, contractor and builder, and sub-agent for the Monachty Estate; Compton House, Aberayron.	47,820	630
Evan Rowlands	Tenant farmer and landowner, Pantanamlwg, Llannon, Aberystwyth.	47,863	635
David Jones	Tenant farmer, Lluest-y-Maen, Llannon, Aberystwyth	47,874	636
Evan Evans	Retired tenant farmer and small landowner, Wernllaeth, Llansantffraid, Aberayron.	47,878	636
Timothy Evans	Tenant farmer, Drefnewydd, Llanddewi Aberarth	47,883	637
John Davies	Shopkeeper (late tenant farmer), Mount Hope, Cilcenin, Aberayron.	47,896	638
John Timothy Evans	County Councillor, grocer and pig merchant (late tenant farmer), Bristol House, Aberayron.	47,915	639
James Evans	Tenant farmer, Esgerwen fawr, Llanarth	47,920	639
David Lloyd	Master mariner, and small landowner, Rose Green, Llanarth.	47,930	639
Jenkin Thomas	Tenant farmer, Bwlch y bryn, Talgarreg	47,957	641
Morgan Evans	Justice of the Peace for Cardiganshire, County Councillor, (late general shopkeeper), Oakford, Llanarth.	47,977	643
Dr. Garrod Thomas	Son of tenant farmer, Newport, Mon.	48,045	647
James Caradog Jones	Postmaster and shopkeeper, Llanarth	48,098	650
Evan Thomas	Farm bailiff, Llanina	48,159	655
John James	Freeholder (late tenant farmer), Synod Parc, Llanarth.	48,166	655
David Evans	Freeholder (late tenant farmer), Pantteg, Llanllwchaiarn.	48,187	656
Evan Bateman	Freeholder, tanner and currier (late tenant farmer), Llanarth.	48,201	657
William Evans	Freeholder (late tenant farmer), Penlone, Cross Inn, Llanon.	48,224	659
Enoch Thomas	Tenant farmer, Oernant, Llanina	48,239	659
John Evans	Freeholder (late tenant farmer), Trefaes Isaf, Bethania, Llanon.	48,246	660
Thomas Morgans	Labourer, Llainpenpwll, Cross Inn, Llanon	48,260	661
John Evans	Tenant farmer, Dyffryn Arth, Cross Inn, Llanon	48,273	661
Evan Davies	Retired tenant farmer, Bontfach, Bontsaeson, Llanon	48,286	662
Rees Lewis Jones	Freeholder (late tenant farmer), Rhosgochshop, Llanarth.	48,293	662
Evan Jones	Tenant farmer, Llawrycwrt, Llandissiliogogo	48,304A	664
David Jones	Tenant farmer, Wern-newydd, Llanarth	48,318	665
Evan Jones	Tenant farmer, Synodganol, Llanarth	48,328	666
Evan Evans	Tenant farmer, Bargoed, Llanarth	48,340	666
James Lloyd	Tenant farmer, Pantycefn, Llanarth	48,352	667
John Evans	Tenant farmer (formerly seaman), Penrhyn, Llanllwchaiarn.	48,365	668
Mrs. Anne James	Late tenant farmer, Chapel Street, Llanarth	48,382	669
Evan Beynon	Tenant farmer, Penewm, Llanarth	48,395	670
Thomas Jones	Tenant farmer, Singrugcoch, Llanarth	48,403	671
John Evans	Tenant farmer, Quarre, Llanarth	48,412	672

Fifty-seventh Day.—Aberystwyth, Saturday, April 28th, 1894.

Name of Witness.	Description.	Question.	Page.
J. Edmund Vincent	(Recalled.) 8, Prince's Street, Westminster, S.W.	48,422	673
David Jenkins	Tenant farmer, Cerrigcaranau, Taliesin	48,423	676
James James, J.P.	Freeholder, Ffynonhowell, Llanrhystyd	48,450	678
Mrs. Kate Jones	Part owner of Erwtomau; Preswylfa, Holyhead	48,509	681
David Lloyd	Accountant and agent, Aberystwyth	48,542	683
David Morgan	Tenant farmer, Gilwern, Llanfihangel y Creuddyn	48,550	684
Frederick Richard Roberts	Solicitor and agent for Captain Vaughan, Aberystwyth.	48,581	686
James Jones	Tenant farmer, Tyllwyd, Llanfarian	48,587	686
Henry Tobit Evans	(Recalled.) Neuadd, Llanarth	48,669	691
John Evans	Shopkeeper, Llanfair Bridge, Lampeter	48,697	692
David Jones	Bank manager and land agent, Old Bank, Lampeter	48,715	693
Daniel Jenkins	(Recalled.) Vale of Aeron, Cardigan	48,848	699
David Lloyd	Solicitor and land agent, Lampeter	48,849	699
William Davies	Solicitor and secretary of the Central Committee of Farmers, Lampeter.	48,884	702
David Richards	Tenant farmer, Goginan, Llanfihangel y Creuddyn	48,890	702
Morgan Richards	Tenant farmer, Blaencynon, Llanfihangel y Creuddyn	48,944	704
Richard Phillips	Tenant farmer, Erglodd, Talybont	48,980	706
M. L. Vaughan Davies, J.P.	(Recalled.) Tan-y-bwlch, near Aberystwyth	49,006	707
Robert Gardiner	Lord Lisburne's agent, Crosswood Estate Office, Tenallt.	49,040	710
Stephen Davies	Freeholder, previously tenant farmer, Dracnllwyn, Llangwyryfon.	49,193	721
Reginald J. R. Loxdale	Landowner, Castle Hill, Llanilar	49,251	724
H. C. Fryer	Clerk of the Peace and Clerk to the County Council, 52, Marine Terrace, Aberystwyth.	49,270	726
Major John George Parry Hughes.	Landowner, Alltlwyd, Cardiganshire	49,306	729
David Owen	Freeholder (late tenant farmer) Berthlwyd, Talybont	49,336	731
Henry William Morgan	Tenant farmer, Bronllangwrda, Capel Bangor, Aberystwyth.	49,361	731
John Morgan	Newspaper proprietor and printer, "Observer" Office, Aberystwyth.	49,433	735
Richard Theophilus Evans	Tenant farmer's nephew, Abertrinant, Llanfihangel y Creuddyn.	49,509	739
David Owen Edwards	Tenant farmer, Talybont, Glandovey	49,578	742
John Edwards	Tenant farmer, Tyngwndwn, near Cwmerfin	49,646 and 49,733	746 and 750
George Hughes-Bousall	Landowner, Glanrheidiol, Capel Bangor, Aberystwyth.	49,681	747
Evan Williams	Tenant farmer, Rhosfawr, Capel Dewi, Bow Street, Aberystwyth.	49,736	750
John Morris	Freeholder (previously tenant farmer), Glencarry, Llanrhystyd.	49,755	751

Fifty-eighth Day.—Crickhowell, Monday, May 8th, 1894.

Sir Joseph R. Bailey, Bart.	Landowner, Lord Lieutenant of Breconshire, Chairman of Quarter Sessions, County Councillor, Chairman of the County Finance Committee, &c., Chairman of the Crickhowell Board of Guardians, and of the Assessment Committee; Glanusk Park, Crickhowell.	49,778	754
John Andrew Doyle	Freeholder and County Alderman, Fellow of All Souls College, Oxford; Pendarren, near Crickhowell.	49,963	775
James Mainwaring	Rural postman, and small tenant farmer, Bwlch	50,112	781
Robert Probert	Late tenant farmer, Ysgybornewydd	50,206 and 50,388	783 and 792
Thomas Davies	Landowner, Noyadd	50,305	788
Irvine Blennerhassett	Land valuer, agent and auctioneer, Standard Street, Crickhowell	50,364 and 50,450	790 and 794
William Phillips	Tenant farmer, Presbely Farm, Merthyr Cynog	50,392	792

Fifty-ninth Day.—Brecon, May 8th, 1894.

Name of Witness.	Description.	Question.	Page.
Miss Gwenllian E. F. Morgan	2, Buckingham Place, Brecon	50,482	797
Owen Price, J. P.	Tenant farmer, freeholder, land valuer, County Councillor, member of the Brecknock Board of Guardians, Vice-Chairman of the Devynock Highway Board, Chairman of the Cray School Board, and secretary Devynock Agricultural Society; Nantyrharn, Cray, Brecon.	50,505	800
R. T. Bassett	(Recalled.) Crossways, Cowbridge	50,724	809
Thomas Radcliffe	Tenant farmer, Great House Farm, Penllyne, Cowbridge.	50,753	812
Evan Loughor	Tenant farmer, Tregough, near Crowbridge	50,764	812
David Thomas Alexander	(Recalled.) Bryn Eithin, Dinas Powys, near Cardiff.	50,780	813
Benjamin Maddy	(Recalled.) Graig, Penllyne, Cowbridge	50,793	815
F. W. A. Roche	Landowner, Tregunter, Talgarth	50,806	816
Morgan Hopkin	(Recalled.) Swansea	50,834	821
John Lloyd, J.P.	Landowner, 15, Chepstow Place, W.	50,880	823
Henry Edgar Thomas	Solicitor, Brecon	50,954	831
Howell Powell	Retired tenant farmer, Lower Chapel, Llanfihangel Fechan, near Merthyr Cynog.	50,963	831
Thomas Price	Tenant farmer, Cefnwern, Llangorse, Talgarth	51,059	834
William Powell Price	Solicitor, land agent and landowner, Brecon	51,163	838
William Morgan	Tenant farmer, Llanfrynach	51,193	840
William Williams	Land agent and county surveyor, Brecon	51,227–8	841
John Williams Vaughan, J.P.	County Councillor and landowner, Felin Newydd, Talgarth.	51,243	843
Major E. Lister	(Recalled.) Cefnila, Usk	51,259	845
Henry Williams	Head woodward to the Duke of Beaufort	51,266	845
Samuel Williams	Talybont, Breconshire	51,286	846
David Watkins	Freeholder (late tenant farmer), Llwynynn, Trecastle	51,340	848
Thomas Powell	Auctioneer, small landowner, and tenant farmer, Cathedine, Bwlch.	51,379	849
Griffith George	Tenant farmer, Gellygarn, Brecon	51,433	851
John Phillips	Labourer, Trefecca, Talgarth	51,467	852
W. S. Miller	County Councillor, land agent, and farmer, Forest Lodge, Brecon.	51,492	854
Moses Jones	Late tenant farmer, Garthisaf, Llandilofan	51,552	857
William Sharpe	Landowner, Blaenusk, Trecastle	51,601	859

Sixtieth Day.—Builth, Wednesday, May 9th, 1894.

Samuel Hood Cowper Coles	Land agent, Penmyarth, Crickhowell	51,612	860
John Aeron Thomas	Solicitor, 18, York Place, Swansea	51,766	869
J. Edmund Vincent	(Recalled.) 8, Princes Street, Westminster, S.W.	51,938	884
Commander Algernon Evan-Thomas.	Late of the Royal Navy, land agent, Caerwnon, Builth.	51,962	886
David Lewis	Tenant farmer, Cefnhafdre, Llanafanfawr	52,064	894
John Samuel	Tenant farmer, Tynmawr, Llanfechan	52,129	896
Morgan Williams	Tenant farmer, Cwmfadoc, Llanfechan	52,161	897
John Williams	Tenant farmer, Tanyrallt, Llanfechan	52,165	897
Evan Protheroe	Tenant farmer, Tynycwm, Llanfihangel Abergwesyn	52,171	897
Rees Price	Tenant farmer, Llwynybrain, Treflis	52,176	898
Richard Williams	Freeholder (late shopkeeper, cooper, and tenant farmer), Plascelyn, near Hay.	52,197 and 52,309	898 and 904
Penry Lloyd	Land agent, Glasbury	52,278	902
John Watkins Boore	Freeholder (late tenant farmer), Poor Law Guardian for Rhulen, member of the School Board, Llanowen, Rhulen.	52,314	904
Richard Morgan	Tenant farmer, Noyadd, Disserth	52,369	907
John Powell Williams	Tenant farmer, Cefnllan, Llanganmarch Wells	52,376	908
Thomas Powell	Tenant farmer, Llwyngwilym, Llangammarch Wells	52,386	909

Sixty-first Day.—RHAYADER, Thursday, May 10th, 1894.

Name of Witness.	Description.	Question.	Page.
Stephen W. Williams, F.S.A.	Land agent and surveyor (agent for the Corporation of Birmingham), Rhayader.	52,389 and 52,819	911 and 933
Roger Walker	Freeholder (late tenant farmer) and guardian of the poor, Talcoed, Nantmel.	52,497 and 52,781	919 and 931
William Hughes	(Late tenant farmer), Alma Cottage, Rhayader	52,716	926
Edward Wood	Land agent and Clerk of the Peace and Clerk to the County Council of Radnorshire, Rhayader.	52,749 and 53,122	928 and 948
Richard Morgan, J.P.	Tanner, County Councillor, Rhayader	52,782	931
Major-General J. R. Sladen	Landowner, Rhydoldog, Rhayader	52,824	933
Robert Lewis Lloyd	Landowner, County Councillor, and Chairman of the Board of Guardians, Nantgwyllt, Rhayader.	52,872	936
Llewelyn Pugh	Tenant farmer, Glanrafon, St. Harmon	52,952	942
David Lloyd	Tenant farmer, Argoed, Rhayader	53,010	943
Edward Lewis	Tenant farmer, Dolivor, near Rhayader	53,040	945
John Edwards	Tenant farmer, Llanfair Hall, near Knighton	53,076 and 53,139	946 and 950
Edward Hughes	Clerk to Mr. Edward Wood, solicitor, Rhayader	53,203	952

Sixty-second Day.—LLANDRINDOD, Friday, May 11th, 1894.

Thomas Lewis Vaughan	Tenant farmer and guardian of the poor, Maesgwyn, Disserth.	53,210	953
Lord Ormathwaite	Landowner, Lord Lieutenant, Chairman of Quarter Sessions, and Chairman of the County Council of Radnorshire, Eywood Hall, Herefordshire.	53,444	960
John Davies	Tenant farmer, Wern Hir, Newbridge-on-Wye	53,514	963
John Campbell	Tenant farmer, churchwarden, guardian, and overseer, Gwernarglwydd, Llanfihangel Nantmelan.	53,623	966
John Evans	Freeholder (late tenant farmer), Gwystre, Nantmel	53,738	971
James Davies	Farmer, Whitehall, Aberedw, near Builth	53,920	978
J. W. P. Williams	Landowner, Rhayader	53,957	979
Edward Middleton	Tenant farmer, Penmincae, Disserth	53,959	979
William Price	Tenant farmer, Cilgunfydd, Disserth	54,028	981
Miss Susan Joseph	Tenant farmer, Glangwy, Disserth	54,035	981
Evan Bufton	Auctioneer, London House, Llandrindod	54,094 and 54,256	983 and 990
William Powell Price	(Recalled); solicitor, land agent, and landowner, Brecon.	54,242	989
James Hamer	Land agent, Secretary to the Radnorshire, Agricultural Association, County Councillor, Greenfield, Penybont.	54,258	990
William Jones	Tenant farmer, Dolberthog, Llandrindod	54,269	991
William Smith	Agent for the Garth Estate, near Llangammarch	54,351	994
Dr. Richard Harding	Chairman of the Small Holdings and Allotments Committee and Chairman of the Technical Instruction Committee of the County Council (also a medical officer of health) New Radnor.	54,365	995

Sixty-third Day.—KNIGHTON, Saturday, May 12th, 1894.

Name of Witness.	Description.	Question.	Page.
J. Edmund Vincent	(Recalled.) 8, Princes Street, Westminster, S.W.	54,419	999
James Hamer	(Recalled.) Greenfield, Penybont	54,420 and 54,906	1004 and 1019
William Scandrett	Late tenant farmer, Caely, Penybont	54,444	1005
Mrs. Eliza Boulter	Daughter of tenant farmer, Post Office, Penybont	54,463	1006
Evan Bufton	(Recalled) London House, Llandrindod	54,486	1007
Richard Hamer	Tenant farmer, Cwmgilla, Knighton	54,493	1007
David Davies	Tenant farmer, Windy Hall, Beguildy, near Knighton	54,802	1016
Rev. William Williams	Baptist minister, Knighton	54,933	1021
Jeffrey Jones	Llanfair House, Llandrindod	55,036	1024
Thomas Gough	Sanitary Inspector for the Rural District of Knighton, Grove Villas, Knighton.	55,049	1025

NOTE.

Where evidence has been given with the intention of rebutting, explaining, or supplementing any statement previously made before the Commission, a reference to the Question at which the original statement was made has been inserted in the margin, and where such rebutting, explanatory, or supplementary evidence has been given prior to the final publication of the original statement, a cross reference to the former has also, so far as possible, been inserted in the margin opposite to such statement.

D. LLEUFER THOMAS,
Secretary.

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE

FORTY-SIXTH DAY.

The Athenæum, Llanelly, Carmarthenshire, Monday, 16th April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN)

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Lord *Carrington.*

Before we begin our proceedings I shall ask the Secretary of the Commission to read out the remarks I made in Glamorganshire at the commencement of our sittings, with regard to our procedure and the due protection of witnesses on coming before the Commission.

The Secretary read the following passages:—"We do not anticipate that the Commission can "be made the medium of any unfair attack on "the character or conduct of any individual, "but, in case any individual should feel himself "aggrieved by any statements which he believes "to be unfounded, we provide the following "checks, which we believe will be adequate for "the prevention of pain or injury. In the first "place, permission will be given to any person "present at any sitting to put questions in "writing to any witness through me, the "Chairman, the Commissioners reserving to themselves the right of deciding whether such "questions be permissible or not. Secondly, "the Secretary has been instructed to send "notice forthwith to every person whose "character or conduct is impugned by the "statement of any witness, thus giving such "person an opportunity of explanation, or of "rebutting the charge, either personally or by "letter." "There is only one other matter "upon which I need touch, that is concerning "the protection of witnesses, which has been "referred to in Mr. Vincent's letter. Experience "has shown that, unless witnesses speak out "boldly and without fear, inquiries like the one "we are engaged in are futile. We have no "reason to believe that undue pressure will be "brought to bear upon any class of witnesses "or any individual witness; nor have we reason "to think that the giving of evidence by any "person in this county will lead to his being in "any way injured. But it is of course possible "—we cannot shut our eyes to what has before "now taken place in regard to affairs of this "kind—that some men are less scrupulous than "others, and that it is possible that witnesses "who speak here what is in their minds may "be subjected to loss and annoyance. We "desire, therefore (and it is our duty to do so), "to point out that the recent Act, the Witnesses' "Protection Act, 1892, affords a remedy adequate "to meet any ordinary case."

Mr. RICHARD WILLIAM STEPHENS called and examined.

Chairman.

36,671. Are you a freeholder?—Yes.

36,672. And are you an alderman of the Carmarthenshire County Council?—Yes.

36,673. Where do you live?—Coed-y-brain Farm, near Cidweli.

36,674. Have you been appointed to come here by the parishioners at a public meeting?—I have.

36,675. Will you kindly state to the Commissioners what it is that you desire to testify to?—I was born and bred on an adjoining farm belonging to Lord Cawdor, who is considered to be one of the best landlords in the county. Some of my relations have occupied the farm for

Chairman—continued.

generations. My father built the farm-house and a large portion of the out-buildings, which remain there now, at his own expense, and never received any compensation for it. My brother occupied the farm for a few years after my father. But when my brother took another farm, Mr. Mousley, Earl Cawdor's agent, gave my brother six months' notice to leave the farm. My brother never intended to give up this farm, and applied several times to Mr. Mousley to keep it on for his children, who were growing up, especially as the farm had been occupied by the same family for such a long time. Mr. Mousley never replied to his applications, but

Chairman—continued.

rented the farm to a stranger in preference to my brother or any member of the old family, which had occupied the farm for some hundreds of years. The farm has been for sale since then, but was not sold. My father had an advance of 10*l.* a year in this farm within my memory. My father held another farm in the same parish from 1850 to 1870, which belonged to the vicar of Taliaris, near Llandilo. Three tenants had failed to live on it before he took it; still it advanced about 5*l.* in rent every five years while he held it within my memory.

36,676. Was it glebe or private property ?—It belonged to the church. When there was a change of incumbent there was an advance in the rent. The tenant who succeeded my father had another advance.

Consolidation.—I know of small farm-houses being allowed to tumble down by the landlord, and the land added to other farms, on the estates of Mr. Jennings, Gelli-deg, and the Earl of Cawdor, and others.

Game.—The Game Laws are a constant source of ill-will and irritation between landlord and tenant. I give instances of the intolerable way tenants are treated on account of the landlords' jealous care of the game. A certain Captain Chamberlain, a stranger who came to reside at Plas Wenallt, near Cidweli, either rented or received permission from Lord Cawdor or his agent to shoot the game over Lord Cawdor's estate in this district. That was before the Ground Game Act had been passed. The captain invited a pack of harriers to course hares on the farms which he shot over. A hare, worried by the harriers, ran through a field where I was driving cattle with a dog. The dog chased the hare, but did not kill it. The captain walked up to me, made use of very bad language, and asked me why I did not stop the dog. I said I could not. He then asked me why I did not keep it tied up. I answered that I wanted it to drive the cattle. He finished up by saying, "I wonder what Lord "Cawdor will say to this when he shall know "of it." Another time he saw a man going into a wood with a hatchet to cut wood for fencing, and at once accused the man of taking a gun. Another time he attacked an idiot, who was gathering firewood, on the ground that he was poaching. He summoned my brother for coursing on the land which my brother occupied, but it was shown that the game belonged to my brother. The rabbits and game on the land which he preserved at the time became so numerous that they totally destroyed a whole field of corn belonging to a poor farmer, named Richard Jenkins, Llwynybarkid. No one dared shoot even a crow, lest he should be suspected of killing game. The tenants' interests were thus sacrificed for the pleasure of a stranger. I do not know whether tenants in these cases were paid for the ground game, but I know that the great majority of them do not take advantage of the Ground Game Act. I think tenants should have perfect freedom to kill all their own home-bred birds.

Chairman—continued.

Commons.—Three commons in this neighbourhood have been, to my knowledge, enclosed, viz., Allt Cynadda, near Cidweli; Mynydd Eiddole, near Carmarthen; and Ferryside Marsh. The latter was enclosed early in the fifties; by what authority, and according to what system, the land was apportioned I do not know. The Iscoed Estate, however, belonging to the Picton family, had all the good land which was protected from the tide by the railway. The other estates had allotments between the railway and the sea, where the tide comes over it every 12 hours, and which is worth about 2*s.* 6*d.* per acre. With reference to Allt Cynadda, I cannot complain, for my father had a six-acre field given towards the farm wherein I now live, while many other farms in the neighbourhood had none at all. A small farm called Robert's Rest, situate at Ferryside, and belonging to the Brigstocke family, had a large field allotted to it on Allt Cynadda, fully three miles away, but had none on the Ferryside Common, which was close by. I believe the enclosure of commons has been the means, to a great extent, of causing the labourers to migrate from the rural districts, because they have been deprived of the opportunity to keep a cow, a pig, a pony or a donkey, a couple of sheep, a couple of geese, &c.

Politics.—I have known agents going round to the tenants to tell them how and for whom to vote. I have also known them to meet tenants and walk them up in a body to the polling booth.

Suggestions.—Welsh farmers require: (1) Land Court to see justice done between landlord, tenant, and labourer; (2) Permanent reduction in rent, or a sliding scale according to the price of produce; (3) Fixity of tenure; (4) Freedom of cultivation; (5) Full compensation for improvements in land and buildings; (6) Sole right to all the game on the land; (7) Reduced railway rates; (8) Wheel tax on travelling caravans to compel them to contribute towards the maintenance of main roads; (9) Tithe rentcharge to be devoted to national purposes and the support of the poor; (10) Landlords to be more in touch with their tenants; (11) Abolition of the system (in use in this district in some instances) of paying agents by commission on the rents; (12) Foreign produce to be labelled when sold in this country; (13) Government to pay full compensation to farmers for loss of cattle from anthrax and all kinds of contagious disease.

Mr. *Brynmor Jones.*

36,677. I think the parish you represent is the parish of Llandefeilog ?—It is.

36,678. You know, I suppose, pretty well all the farmers in that parish ?—I think I do.

36,679. Is that a Welsh-speaking district ?—Quite.

36,680. Do the majority of the inhabitants habitually use the Welsh language ?—Yes, nearly every one.

Mr. *Brynmor Jones*—continued.

36,681. Are they chiefly nonconformists?—Mixed up.

36,682. In reference to the case of your brother, which you mentioned at the beginning of your evidence; he occupied the holding of your father, and then your brother took another farm and he did not get any compensation, I think you said?—No; he received 5*l.* for a new fence which he had made, but the fence cost him more than 10*l.*, and he did it the very year before he left.

36,683. Did your brother leave after the Agricultural Holdings Act, 1883, had come into operation?—Before then.

36,684. Before the Act?—Yes.

36,685. Is there no custom of the country as to compensation to an outgoing tenant similar to that which exists in the adjoining county of Glamorgan?—No, they often do not apply for it because they do not think they will get any.

36,686. First of all, tell me what is the ordinary tenancy. Is it a Michaelmas taking?—Yes, and six months' notice as a rule; but as a rule they do not make use of the late Act.

36,687. As a rule, tenants do not apply under the Agricultural Holdings Act?—No, only to a very small extent.

36,688. When a farm falls vacant in that part of the county, are there many applicants for it?—Sometimes there are, and sometimes there are not.

36,689. We have had evidence in some counties in Wales that the people have a very great attachment to the land, and that there is what is called great land hunger?—There was many years ago, but not so much at the present day.

36,690. You think that people are more ready now to go away to England and other places where they may use their faculties?—Yes, a great many go from Wales and farm in England at present; they get cheaper land there now, it seems, and a great many migrate to America.

36,691. Are the farmers in your parish, speaking generally, prosperous men?—They are hard-working men.

36,692. I mean are they carrying on the business at a profit?—Not at present; they are carrying it on at a loss.

36,693. Do you think that the average farmer in your parish is able to pay his rent without difficulty?—No, I think they all have great difficulty at present.

36,694. Have any abatements been made in the rents?—Yes, a few.

36,695. Have there been any permanent reductions?—I do not know of any hardly; generally small abatements. Then the tithe and taxes are carried on according to the full rent, of course.

36,696. Referring for one moment to the matter of compensation, do you of your own knowledge know of any instance in which tenants have complained of having to go away and getting no compensation?—Yes.

36,697. How is it the tenants have made no claim?—Well, thinking that they would get nothing out of it, they do not seek the advantage of the Act.

36,698. You do not think the Agricultural Holdings Act, 1883, is known much in the parish?—Well, it is known, but it is not powerful enough.

36,699. From your experience, what alteration do you suggest in it?—Well, unless the landlord has given consent for certain alterations in the buildings, and so on, the tenant cannot claim compensation, and that consent is very seldom given. The tenant has to do what he likes, and gets nothing for it.

36,700. You mean that the landlords as a rule do not comply with the request of the tenant, and give consent for the permanent improvements under the First Schedule of the Act?—Very seldom; some do it, but the majority do not.

36,701. On what terms are the permanent improvements, say in the way of buildings, usually affected?—Sometimes the landlord gives the materials and the tenant has to do all the building and the haulage.

36,702. Then, with regard to the erection or enlargement of buildings, the usual terms would be the landlord supplies the materials and the tenant does the haulage?—Yes, and this is the case, again, in many instances, that the landlord charges from 5 to 7 per cent. for what he lays out in improvements—advances to the rent.

36,703. Adding that to the rent?—Yes.

36,704. Do you know of many such cases?—Yes, I have heard of some, but I have none of my own experience.

36,705. Do you know of many cases in which permanent improvements have been done by the tenants entirely at their own expense?—Yes, of late years, but times are too bad for them to do much at present.

36,706. In what condition are the farm buildings and the farm-houses in this parish?—As a rule the buildings are not sufficient for the farm. They have to cram the cattle together in the winter.

36,707. Are they big farms in this parish?—Mixed up—small—rather under-sized.

36,708. What is about the average acreage?—From 50 to 150 acres; some 300 acres, not many.

36,709. Are they chiefly pasture farms, or what proportion does the arable land bear to the pasture?—Well, I call it mixed up.

36,710. Has the amount of arable land been decreasing of late years?—It has been decreasing very much.

36,711. I think you said that the farmers in your district could fairly be described as hard-working men?—Yes, they are.

36,712. Do they work themselves on the farms?—Yes, they do; they put their shoulder to the wheel as well as anyone else.

36,713. Do the children help them?—Yes.

36,714. Do the children get wages generally?—No, they cannot afford to pay them; it is as much as they can do to get a little clothing. A man gave me an instance the other day that his daughter was offered 12*l.* a few years ago to

Mr. *Brynmor Jones*—continued.

go to service. She told her mother she would rather stay at home for 6*l.* Afterwards she spent a year at home, and the father told me that they were not able to give her 2*l.* even.

36,715. Are the little children made to work?—Yes, as soon as they are out of school, and before then; they have to work before they go to school in the morning and when they come out of school in the evening. I have with me a specimen of the agreement of a small farmer, which I will hand in (*handing same*).

36,716. This is Mr. David Harris, of Llandefeilog, to Mr. Caleb Evans, of Ostrey, near St. Clears and Cilgadanfach, Llandefeilog, and the agreement is dated 1885?—Yes, it is.

36,717. Are there any clauses in the agreement which you think are unfair to the tenant?—Yes, the tenant complained of them very much to me.

36,718. Which clause?—I think it is all over rather hard.

36,719. I see there is a very usual clause agreeing to pay an increased rent "for every "acre or part of an acre of the fields mentioned "in the schedule hereto, and also of any ancient "meadow or pasture ground which the tenant "shall plough or break up without the previous "consent in writing of the landlord, his heirs, or "assigns." Is that clause complained of?—Yes, it is rather hard I think, but farther on I think it is harder still.

36,720. Do you think there is a general feeling in the parish that that kind of clause, as to breaking up ancient meadow land or pasture ground, is hard?—Yes, I think he ought to get his own meadows when he pays for them.

36,721. Then I see there is another clause, "Also will preserve and protect the game, subject "to the Ground Game Act, 1880, and all the "woods, trees, underwoods, plantations and "hedgerow timber, and young timber, or upon "the said premises or any part thereof, and will "not fell, crop, top, or lop any of the timber, "pollards, or other trees standing or growing on "the said premises, nor dig or work any of the "minerals or quarries under or upon the said "premises." Is that clause complained of?—Not so particularly; I understand he had to pay rent four times a year, every quarter. He complained of that, and said he had to carry it out to perfection.

36,722. Yes, I see there is a yearly rent of 90*l.* in this case, which has to be paid in four instalments on the four usual quarter days. Does that operate hardly upon tenants?—Yes, he complained of that.

36,723. Why is that more objectionable than the half-yearly payments?—He had to find the money at difficult times of the year, when there was no produce to sell.

36,724. Then the next clause is, "Also will "not take from any part of the demised lands "more than two white crops in succession, and "with the third of such crops will sow 12 "pounds of good clover seed and three pecks of "good rye grass seed per acre"?—That was complained of again.

Mr. *Brynmor Jones*—continued.

36,725. On what ground?—That he would like to get liberty to do what he liked with it.

36,726. Then there is a covenant to repair the dwelling-house and all the other houses, and the fences and so on. Is that complained of?—Not very much. In the case of a storm it might be expensive, and the tenant could not help a storm. We have had a great many this year.

36,727. That is excepted from the operation of the clause?—Yes.

36,728. Then I see there is put in writing at the end of it, "and also pay the increased rent of "10*l.* on the 29th day of September in each year "for every acre or part of an acre which the "tenant shall plough or break up, beyond the "agreed quantity of 10 acres, without the "previous written consent of the landlord, his "heirs, or assigns." Is that complained of?—That was complained of.

36,729. And on the same grounds, that it unduly fettered the liberty of the tenant. Is that the point?—Yes, he complained of that.

36,730. You made some reference to the commons. You do not know under what Enclosure Acts these commons were enclosed?—I do not. They were enclosed when I was very young.

36,731. Was any part of the land enclosed set apart for a recreation ground?—No, none.

36,732. Or for allotments for labourers?—No, none in either of them, although that parish is close to Ferryside, where they require a recreation ground very much.

36,733. Is there a difficulty in getting labour in that parish now?—Very much indeed.

36,734. What are the average wages of a labourer living off the farm, and living in his own cottage that he rents?—In our neighbourhood they generally live on the farm.

36,735. Do you mean they live in a cottage on the farm, or in the house?—In a cottage on the farm generally.

36,736. Then what is a man paid?—Then they maintain them in the farm. That is generally the custom.

36,737. Is such a labourer hired by the year or by the week, or how?—Sometimes by the week; single men by the year as a rule.

36,738. Then they live indoors, I suppose?—Yes, they live indoors.

36,739. What do you pay a man, say, of 25?—A man of that age, if he is any good, averages from 20*l.* to 30*l.* per year

36,740. Living in the house?—Living in the house.

36,741. And are most of the hired servants hired upon those conditions?—Yes.

36,742. These are generally hired by the year I suppose?—By the year.

36,743. Suppose a man is a married man, and lives in a cottage on the farm, what are the average wages in your part of the country?—He generally gets a little more.

36,744. But he does not get board in that case, or if he gets board his wife does not, I suppose?—No; but often the wife works on the farm at the turnips and potatoes, and so on.

Mr. *Brynmor Jones*—continued.

36,745. Is any potato ground given with the cottage or garden?—Generally a row or two, or probably there is a large garden belonging to the cottage.

36,746. Has the condition of the labourers improved of late years in that part of the county?—Yes, but a great many labourers' cottages are tumbled down in my recollection.

36,747. Then there is a difficulty of getting cottages there now?—It is more difficult to get labourers than cottages, I think.

Mr. *Griffiths.*

36,748. You say, Mr. Stephens, in your evidence that your father built the farm-house and the farm buildings upon the farm of Cilveithy?—He did.

36,749. You could not give us the amount of expense that he went to?—I could not indeed. It was before I was born.

36,750. You have no idea?—No. It was a useful farm-house. It is still there, and there is a very large young family in the house too now.

36,751. The landlord never assisted to build at all?—Nothing at all.

36,752. How long did your brother occupy this farm after your father died?—He lived in it at the time my father went to his own farm, where I live now, and left that to my brother when he got married.

36,753. How long did he live there before he had notice to quit?—He lived there six or seven years I should say.

36,754. Then he took another farm?—Then he took another farm.

36,755. In the same neighbourhood?—Well, there is the ferry between them. The present farm is the Llanstephan side, and the other farm was the Ferryside side.

36,756. Had your brother any family?—Yes, a lot of children.

36,757. Then, do you suppose he could have carried on the two farms very well?—Exactly so; he meant it.

36,758. In which way did he make his application to the agent; was it in writing, or did he see him personally?—He failed to see him, I understand. He wrote several times.

36,759. And had no reply to the letters?—No reply whatever.

36,760. Had he done anything to offend the agent in any way, do you know?—No. They were on very good terms. The agent gave him a testimonial to take the other farm.

36,761. Yet he would not reply to his letters?—No, no reply at all.

36,762. Was there any reason why he should have let the land to a stranger in preference to your brother?—That is what I cannot understand.

36,763. What was the new tenant?—He was a single man, living at home with his father.

36,764. Was he of the same politics as your brother?—No, he was not exactly, at the time, anyhow. My brother does not take much interest in politics, one way or the other.

Mr *Griffiths*—continued.

36,765. Then you do not think that was the reason?—Not exactly, but I know that the present tenant is a Conservative; my brother was a rank Liberal at that time, anyhow, and since then he is living under a Conservative landlord, and I do not think he likes to show his colour much.

36,766. Then with regard to this other farm which belonged to the vicar of Taliaris, near Llandilo; what has been the cause of the advanced rent there, Was there a change in the landlord?—Yes, there was a change in the landlord when there was a change in the vicar, and the new vicar always advanced, as a rule.

36,767. He always advanced the rent?—Yes.

36,768. Then your objection to this tenancy was that you wanted some place that the tenant might refer to to settle his rent?—Yes, that is it.

36,769. Instead of having it varied by every fresh in-coming landlord?—Yes, because he might change every year, and then there would be an advance, or some change or other, every year most likely.

36,770. You say some farm-houses have been allowed to tumble down. Is that because there are two or three farms put together?—Yes. They are put together into one.

36,771. To save expense, I suppose?—Yes. They are small holdings, farms of under 100 acres generally.

36,772. Are there as many labourers kept upon those farms now as formerly, do you think?—No, less than usual.

36,773. So that the population is decreasing in consequence?—Yes.

36,774. Then, with regard to this question of game; you think it is considered objectionable by the tenants generally that the game should be let to an outsider?—Yes, in fact I think it is a scandal that such a law should exist in a free and Christian country like Wales.

36,775. Do they exercise, as a rule, a greater power than the landlord himself over the tenants?—Yes; as a rule they take all the power.

36,776. Are the tenants pleased with the keepers; do they object to them at all?—Yes, the keepers object to the dogs very much, and they object to their keeping a collie, because they say they destroy the game, or frighten them away.

36,777. Do you think that if the tenants had the game altogether in their hands they would make a short job of it, and that you would not have much game in this country, or what is your opinion with regard to that?—Very much the same, I think, they would not have so many to destroy their produce, of course, on the land. They would keep them down, I should expect.

36,778. Do you not think it would be the means of driving our landlords from the country?—No, I do not.

36,779. They would have no sport?—Some landlords do not shoot at all.

Mr. *Griffiths*—continued.

36,780. Some landlords do not shoot at all, but there are others that are very fond of shooting?—Exactly.

36,781. Do you think the tenants would allow them to shoot over the farms just the same?—Oh yes, if they gave anything for preserving the game, if they paid the compensation to the tenant for the losses he gets by them.

36,782. You say that the tenants are slow to take advantage of the Ground Game Act?—Very.

36,783. Why should it be so?—Well, the majority of our tenants in fact cannot read the Act, and they cannot understand the Act, and those who do understand the Act do not take advantage of it.

36,784. Do you think they are afraid of displeasing their landlords in doing so?—Yes, something to that effect.

36,785. Do you think it is a very easy matter to get the sliding scale that you speak of into operation for farm produce?—I think it could be got every six months, if there was a Land Court.

36,786. It is not so easy as it is for the colliers to have a sliding scale?—Not quite, perhaps.

36,787. How much has the price of produce varied in your time?—Very much indeed.

36,788. Are the prices down to half of what you remember?—Yes, I remember them more than double that they are now, store stock particularly.

36,789. Then you consider the rents should follow?—Yes, I do; that the rent ought to tumble under the half.

36,790. You object to the principle of paying the agents by commission?—I do.

36,791. Which way would you propose that they should be paid?—Paid annually, or in any other way except that.

36,792. We had a suggestion in Pembrokeshire that each agent should have a farm to till himself?—That would be very good, I think.

36,793. And to let to the tenants at the same rate of rent and on the same conditions as he farmed on?—That would be a very good idea, it could not be beaten, I think.

Mr. *Grove.*

36,794. Do you think that there is as much farm labour on the land now as there ought to be?—Hardly.

36,795. Why?—Because the labourers are so expensive, and times are so bad to find money to pay them.

36,796. You put it down, then, to the general depression of agriculture that they cannot afford as much labour as they would like?—That is so.

36,797. Do you think there are sufficient cottages on the farms, generally speaking, to accommodate the labour that ought to be there?—Yes, generally, or in the neighbouring villages there is. There are some empty ones now as a rule

Mr. *Grove*—continued.

36,798. You said something about railway rates; have you had any experience of that. What do you mean by railway rates, do you mean the local railway rates, or do you mean the preferential rate that is given to foreign produce as compared with English produce?—I mean with regard to the railway that takes manure down to this country from London and so on.

36,799. You mean local rates?—Yes.

36,800. Do you know whether any of the railway companies are charging more than they are entitled to under the Act of Parliament?—I do not know about it according to the Act of Parliament, but I know that they charge too much according to reason.

36,801. That depends upon which side you look at it from?—Yes.

Sir *John Llewelyn.*

36,802. Going to the early part of your evidence, you said that your father built the farm-house?—Yes.

36,803. On what farm was that?—It was called Cilveithy, near Cidweli; three miles out of Cidweli.

36,804. That is a large farm, is it not?—It is not a large farm, medium sized.

36,805. When was it that your father built that house?—It was some years before I was born.

36,806. That is going back a long way?—Yes.

36,807. Had he a lease upon the land?—Not at that time.

36,808. Had he any arrangement or agreement under which the rents of the farm were lower in consequence of the building?—No, I do not think he had anything particular, only it had been in the same family for generations, unrecorded generations, I believe.

36,809. Is it customary on Lord Cawdor's estate that the tenants should do the buildings?—As a rule they do it now, and they get compensation for what they do.

36,810. On Lord Cawdor's property?—They get materials, and the building is done, and Lord Cawdor charges a certain per-centage for the money he lays out in buildings. I believe that is the present system.

Sir *John Llewelyn.*

I am surprised to hear that. It is contrary to what we heard in Pembrokeshire.

Mr. *Griffiths.*

I do not think the witness quite understands you, Sir John.

Sir *John Llewelyn.*

36,811. Mr. Griffiths thinks you do not quite understand my question. My question was whether it is customary, of course speaking now of Carmarthenshire. Very likely there are

Sir *John Llewelyn*—continued.

different customs in Pembrokeshire to what they are in Carmarthenshire, but in the district with which you are acquainted on Lord Cawdor's estate who does the permanent repairs, landlord
576. or tenant?—I think the landlord does them at present, and charges 5 per cent. on what he lays out in expenses.

36,812. Can you say what, at the time that your father built this particular building, the custom of the estate was?—I think the tenants did nearly all then.

36,813. How long after your father had built this house was it that the farm was taken from your family?—I suppose some 30 or 40 years years perhaps after he built it.

36,814. And you say he never received any compensation for it?—No, and never asked for any, I believe.

36,815. Can you say approximately how long ago this house was built. You say it was before you were born?—It was before I was born, so that I cannot remember.

36,816. I was not asking you to remember exactly, but can you give an approximate date. Mr. Seebohm suggests whether it was 80 years ago?—I heard my father speaking many times of his working at the building, assisting.

36,817. May I ask what your own age is?—I am close on 50, but I am a single man, and I ought not to expose myself.

36,818. But it is more than 50 years ago. Now can you speak with regard to other estates in your own district. You are speaking as a representative man; can you speak of other estates as to whether the material repairs, the buildings, are usually done by the landlord or the tenant?—It is mixed up, done by both, by the landlords chiefly, I believe. We have some very good landlords, they do the haulage and everything else, at least they pay the tenant for doing the haulage.

36,819. You yourself are a freeholder?—Yes.

36,820. Do you consider that you are better off as a freeholder or as a tenant farmer?—I would be better off, I think, if I was not in any kind of farming at present.

36,821. I daresay, but that does not quite answer my question. Which of the two do you think you would be in the best position under; would you be in the best position as a freeholder or as a tenant farmer?—Well, a good farm rented at a reasonable price I think would be better.

36,822. That is, that you would be better off as a tenant farmer?—I do think so.

36,823. You have, of course, now the whole of the repairs upon your own shoulders?—Yes.

36,824. And you have no one to go to for an abatement of rent or a reduction?—No, I have no chance of getting an abatement from anyone.

36,825. In one of your suggestions at the end you say you think that landlords should be more in touch with their tenants?—I do.

36,826. I quite agree with you. Will you kindly tell me how?—I think that most landlords might make their appearance at the audit as well as the agent, and speak to the tenants personally.

Sir *John Llewelyn*—continued.

36,827. Are many of the landowners in your district absentee landowners, who are living elsewhere?—Yes. A great many live in the neighbourhood, but they keep town houses in London. They spend perhaps nine months in London and three in the country.

36,828. Is the system common of paying agents by commission on the rents?—Not common, but it has been; I have known it so.

36,829. In what way would you obtain fixity of tenure?—I should say if there was a Land Court, for the tenant to get full compensation for any improvement he does on the land and the buildings, that it would be almost as good as fixity of tenure. I do not believe in leases, because they work the land out before the lease is done.

Mr. *Griffiths.*

36,830. Perhaps you do not remember it, because it was in your father's time, but was not Lord Cawdor's word in those days considered equal to any lease?—It was very good in the time of the late Mr. Williams, the agent

36,831. But you think things have altered since?—Well, there have been a lot of changes since, anyhow.

Mr. *Seebohm.*

36,832. You are a freeholder?—I am.

36,833. Would you say how long it is since you bought your land?—It belonged to my ancestors for unrecorded generations.

36,834. Do you consider that the value of it is just as much now as it was 15 years ago?—No, I do not. I think it is less, much less.

36,835. So that as an owner you have had to bear the whole brunt of the depression in agriculture?—I have.

Mr. *Grove.*

36,836. But I suppose in the meantime you have done a good deal more to the land than you would have done if it had belonged to some one else?—Not very much more to the land. Perhaps I have done a little more to the buildings.

Chairman.

36,837. The following questions are handed in by Mr. Vincent: "What was the name of the "farm upon which you were brought up"?—Cilveithy.

36,838. "Was Mr. Chamberlain a shooting "tenant only?" I suppose by that is meant did he rent any land besides?—Yes. I do not know whether he rented land or only got permission, as I stated.

36,839. Was that the Mr. Chamberlain who was living at Plas Wenallt?—That is the same. It was Captain Chamberlain—a military captain.

36,840. He is not alive now, I think?—No, he is dead.

Chairman—continued.

36,841. Plas Wenallt is a place belonging to Lord Cawdor, is it not?—Yes.

36,842. "With regard to this hare case—are "we to understand that Mr. Chamberlain used "bad language to you because your dog turned "a hare that was being coursed or hunted?"—He did.

36,843. "Do you not think that was merely "temper?"—Yes, he had a hot temper; he was a hot-tempered Irishman.

36,844 "Do not farmers course or hunt a good "deal in this country?"—Very little. There is very little done in our parish or district.

36,845. "Did any result follow upon Mr. "Chamberlain's threat of telling Lord Cawdor?" Nothing whatever.

36,846. "What do you mean by saying that "the tithe rentcharge is carried on according "to the full rent? Has the tithe anything to "do with the rent in Carmarthenshire?"—With rents—with the letting of the land?

36,847. The question as I have it is, "Has the "tithe anything to do with the rent in Carmar-"thenshire?"—I think it has.

36,848. "Will you specify cases in which land-"lords have refused consent to improvements "which tenants have desired to make?"—There are a great many indeed.

36,849. The question is, will you specify any cases?—I cannot specify any, because I had nothing to do with them myself.

Chairman—continued.

36,850. "Do not most landlords give credit "for the rent if required?"—Some do.

36,851. "Is it not the rule on some estates "that no tenant shall hold two farms?"—No, a great many hold two farms. My brother at present holds two farms under different landlords.

36,852. "May not the reason be that the "tenant may enrich the one farm at the expense "of the other?"—Yes, they could do that.

36,853. "Would not this danger be present, "though possibly in a minor degree, if members "of the same family were encouraged to hold "several farms on different estates?"—I think it would be very good to keep the same family in the same district.

Mr. *Griffiths.*

36,854. Do you think that that danger would exist in your brother's case, where one farm is one side of the ferry and the other farm the other side?—Not the least, because he would have left some of his children behind at the small farm.

36,855. Then he would not be so likely to injure one farm more than another, would he?—No, he could not do that, because he would have to take them all by ferry boat before he could get there, or go about 16 miles round by the road.

The witness withdrew.

Mr. THOMAS WALTERS called and examined through an interpreter.

Chairman.

36,855A. Your name is Thomas Walters, and you are a tenant farmer, of Glyn Mill Farm, Cidweli?—Yes.

36,855B. And you have sent in a statement of your evidence?—Yes. The following statement of the witness was read:—

PERSONAL.

My predecessor had only 8 acres at first, on which he paid 3*s.* 10*d.* tithes. After a while the landlord increased his holding to 58a. 4r. 6p., at a rent of 52*l.* 14*s.*, the additional tithe being paid by the landlord. I rented the farm in 1880 at the same rent, but I had to pay the tithe, which came to 3*l.* 13*s.* 4*d.*, on the additional land. The land was in very bad condition as to tillage and cleaning. 14 acres of it were no better than waste, and had been allowed to run wild. I took to cleaning it. One field, which had never before been ploughed by the old tenant, cost me 6*l.* 10*s.* in pulling up roots, &c. In 1882 the landlord gave me another addition of 8 acres at a rent of 8*l.* exclusive of tithes and rates. I had three sons growing up, and therefore determined to clean more of the wild land. Four little fields, measuring together 8 acres, were nothing but a

Chairman—continued.

wilderness, but I cleared them at a cost of 10*l.* per acre. I drained 40 perches at the rate of 2*s.* 6*d.* per perch, total 5*l.*; and all on my own expense, without a fraction of help from my landlord. In 1886 I had another addition given me—a field of 10a. 2r. 13p.—for the rent of 16*l.* and tithe, which was 17*s.*, together with rates on me. (N.B.—This is not in the lease.) All the help I ever had was 6*l.* worth of artificial manure in March 1893, and 2*s.* in the £ in September 1893, for the last-mentioned field; but none for the farm I had a lease for. In 1887 my landlord died. He had often offered me a lease, which I refused, because I felt the farm was rented much too highly. But after he died, I determined to obtain a lease because of the great expense I had been to, and so I took a lease for the sake of security. In August 1888 the estate was for sale. Two farms were sold. In July 1892 another two were sold. Now there remain only my farm and three others unsold. Besides my own farm there is some land that is let out on which there are no farm-houses, and that has not been sold. In 1890 I asked for a new cart-house and stable, which I had; and, though I was obliged to do the haulage gratis, yet I was further obliged to pay according to 4 per cent.

Chairman—continued.

per annum as interest on the money expended on the said buildings. This interest is 1*l.* 1*s.* 2*d.* yearly. They did not complete the stable; I had to make the loft and stairs myself, the timber for which cost me 1*l.* 8*s.* 7*d.* I have also, from my own pocket, made a house for the fowls and a place for the big boiler, 2*l.*; and a passage from the house to the back kitchen, 1*l.* 10*s.*; a turnip house, 2*l.* 10*s.* (I was allowed 1*l.* for zinc to roof this); and a place for the calves, 2*l.* 10*s.* Money expended by me in bettering the farm:—

	£	*s.*	*d.*
Building - - - -	9	18	7
Land - - - - -	91	10	0
Total - - -	101	8	7

The only help I ever had from the landlord:—

	£	*s.*	*d.*
Artificial manure - -	6	0	0
Ten per cent. on 8*l.* -	0	16	0
Zinc - - - - -	1	0	0
Total - - -	7	16	0

I am prepared to stand by my figures and statements and to show full value of the money herein stated on improvements on land and building. In August 1893 an allowance was refused to me because I had a lease, while at the same time the other tenants on the same estate received 10 per cent. (They had no leases.) Again in February 1894, I made the same appeal for an abatement, with the same result. So those tenants that have no leases have had abatements twice, while I have had none at all, because I have a (wretched) lease. I asked for new doors for the outhouses, &c., which are too bad to be mended any more, and the answer I had was that the lease requires me to repair. So between all it is very hard to make two ends meet, since we depend upon our stock for making up the rent, and the price of it is so deplorably low. Were it not for my boys—one of whom I am obliged to send out to earn wages in order to help me to pay the rent—I would have been a failure three or four years ago, because it is impossible to make farming under the present circumstances pay for itself.

36,856. That is your evidence?—Yes, that is my evidence.

Sir *John Llewelyn.*

36,857. Who was your landlord, who died in 1887?—Mr. Ashley Thompson, Glyn Abbey.

36,858. Who has granted you the present lease?—The trustees of the estate.

36,859. For how long is that lease?—21 years.

Mr. *Grove.*

36,860. What is the acreage of your farm?—65 acres and some perches, besides that field of 10 acres that I had.

36,861. And the rent?—60*l.* 14*s.*

Mr. *Grove*—continued.

36,862. Is it fair land, or is there bad land among it?—It was very bad land when I had it. The old tenant had failed there. 15 acres of it is on the banks of the river, and it is flooded when the river overflows.

36,863. You have brought it up to a better condition since you have been there?—Yes, there is a good deal of wood on the upper part of it, and some of it is wet land.

Mr. *Brynmor Jones.*

36,864. You have put in a copy of your lease, have you not?—Yes.

36,865. Do you complain of any of the covenants in the lease?—The agent read it out to me in Welsh, and I asked him whether the repairs would fall upon me, and he said no—that I would only have to keep it in tenantable repair.

36,866. This is what the covenant says, "Will "during the said term keep the house and "buildings now on the said demised premises "and all other buildings that may during the "said term be erected in good repair and con-"dition," and there are similar covenants as to ditches and so forth, and as to the general method of cultivating the farm, and as to landlord's fixtures. Then there is a clause also, I see, that the lessor is to provide the timber in the rough for the repairs covenanted to be executed by the lessee. Do you complain of that covenant?—When I was given this lease I did not understand at all that I had to make the repairs myself.

36,867. What was the agent's name?—Mr. R. T. Hammond, Burry port.

36,868. Could he speak Welsh?—Yes.

36,869. He read this agreement to you in Welsh?—The agent who gave me the lease is dead. His son is the present agent.

36,870. What was the name of the father?—Mr. T. Hammond.

36,871. I understood you to say that you did not understand from the agent that the covenant that I have read was in the lease?—Yes, I understood from what the agent told me that I was not to do the repairs.

Mr. *Seebohm.*

But we understood before that he was not to do more than keep it in tenantable repair.

Mr. *Brynmor Jones.*

I did not so understand it from the witness.

36,872. Did you say before that you understood from the agent that you were to keep it in tenantable repair?—He told me that the repairs would not fall on me—that I would have to keep the buildings in the same state as I had them.

36,873. Then he did not translate from the English copy into Welsh for you the whole of this document?—Yes, he went over it all in Welsh.

Mr. *Brynmor Jones*—continued.

36,874. Do you complain of any other covenant in the lease?—Nothing more. One of the covenants in the lease provides that the tenant is not allowed to sell the hay, corn, turnips, or straw. I think that is a hardship, because I should like if there were any over to sell them.

36,875. You mean the covenant which provides that you are to consume on the demised premises all the hay, clover, straw, roots, and fodder grown thereon?—He put a mark to show that I could sell one ton of hay and 10 cwt. of turnips

36,876. But do you complain of that. Have you found that that restriction has made it more difficult for you to pay your rent?—No, I do not say that, because I have not much to sell.

36,877. Do you yourself work upon the farm?—Yes, I work hard.

36,878. What time do you begin in the morning usually?—In the summer about five o'clock in the morning.

36,879. And in the winter?—In the winter, when the days are very short, I have to work in the morning by candle light.

36,880. What time do you knock off at night?—About seven or eight in the evening in the winter.

36,881. Have you any indoor servants?—Only a servant girl.

36,882. Do you employ any labourers?—No.

36,883. Then the work of the farm is done by yourself and your wife and your boys?—Yes.

36,884. You find it very difficult now, you have told us, to pay the rent?—Yes, at the present time.

36,885. Do you find that on the adjoining farms the farmers have the same difficulty?—Just the same, but it is my own evidence that I am giving.

36,886. You have told us that you have had to borrow the money from your boys to pay the rent?—Yes, I have to use them because one of my sons is working away. They are very handy when the money for the rent is scarce. I have no other place to go to.

36,887. Do you think that many of the farmers in the same parish that you come from are obliged to borrow the money to pay the rent?—I daresay I could find them, but I should not like to answer for any but myself.

36,888. Have you thought what alterations could be made in order to improve the circumstances of a man like yourself?—You must have either the land at a lower price or get the trade better.

36,889. That means that there is really no help for it, unless prices improve or the landlords lower the rent?—I cannot see any other way.

36,890. You have not heard any talk of any suggested alteration of the law for giving security of tenure, if possible?—No doubt that would be useful.

36,891. Has the matter been talked over among the tenant farmers in your neighbourhood?—I hear them complain that the land is too high and the prices are too low, and that it is impossible to pay the rent.

Mr. *Brynmor Jones*—continued.

36,892. Do you know whether the tenant farmers are willing to come forward from your parish, or are they afraid to do so. I do not know in the least; I am only asking?—The majority of them are afraid of it.

36,893. I cannot help being struck by the fact that you are a leaseholder, that you cannot be sent away for a good many years. Yours is a lease for 21 years from 1887. Are there any other farmers coming from Cidweli?—I come from the parish of Llangyndeirne, near Cidweli.

36,894. Are there any other gentlemen coming from that parish?—Yes.

36,895. You said something about tenant farmers being afraid to come forward. Do you speak of your own personal knowledge when you make that statement?—I have been speaking to many farmers in my parish, and they are afraid of something that will happen afterwards.

Sir *John Llewelyn.*

36,896. You are aware now that under this agreement the repairs are on you?—Yes.

36,897. How much have you expended upon repairs? Am I justified in taking it that the 9*l.* 18*s.* 7*d.* you have mentioned here is all you have expended?—Yes.

36,898. Since the year 1887?—Yes.

36,899. Then the outlay has not been very serious?—No.

Chairman.

36,900. There are two questions handed in by Mr. Vincent: "So far as the improvements go, "would you be satisfied if the law gave you "compensation in proportion to the increase in "the letting value of the land due to your "exertions, or do you think you ought to be "compensated according to the amount you have "spent?"

I daresay Mr. Vincent will be able to alter the wording of the question.

Mr. *Brynmor Jones.*

As I understand, Mr. Vincent is asking whether you want from the landlord all your money back, or whether you want simply that proportionate part of it which represents the amount that is unexhausted at any particular moment.

Sir *John Llewelyn.*

I think the Interpreter might very well put it in the shortest way—that is take the last part of the question: "Do you think you ought to be "compensated according to the amount you "have spent?"

36,901. The question was put.

Witness.

I think I ought to have some of it, but I have got a lease, and that is my security for what I have done.

Mr. *Brynmor Jones.*

36,902. But suppose you had not got a lease, and that you were turned away, would you think that you ought to get from the landlord the 101*l.* 8*s.* 7*d.* that you have actually expended, or some and what part of it?—I ought to have it all if I was turned out.

Mr. *Brynmor Jones*—continued.

36,903. Even although you had had the advantage of it for some years?—It was only last year that I finished my last improvement.

Chairman

36,904. There is another question by Mr. Vincent, "If you were compensated according "to the improved lettable value by the land-"lord, would it not be unjust to him that a "court should fix the rent he is to charge to an "incoming tenant?"—No, I do not see that it is unjust or unfair.

The witness withdrew.

Mr. WILLIAM STONE, called and examined.

Chairman.

36,905. You are Mr. William Stone, a tenant farmer, of Talyclyn, Llangennech?—Yes.

36,906. Do you give your evidence in English?—In English, if you please.

36,907. Will you read your statement?—

PERSONAL.

I was appointed at a meeting held on 9th March 1894, by the farmers of the parish of Llangennech, to give evidence on their behalf before the Welsh Land Commission. I am a tenant farmer. I farm 250 acres, and have been farming all my life; but have never seen such hard times as the present. I appear before you as an advocate of fair rents, security of tenure, compensation for improvements, Government assistance for the purchase of farms by tenants, and Land Courts. This is not my own personal feeling only, but the unanimous feeling of all the farmers whom I represent. Rents are too high at present, and there ought to be a general reduction so as to enable us to compete with foreign produce. The price of farm produce has been getting less year after year, while rents, labour, rates, and cost of living have been increasing. The rent of the farm I occupied before coming to Llangennech (Quarry Farm, Llanelly) rose from 93*l.* to 120*l.* I greatly improved the Quarry Farm. It was owned by a kind landlord, and I was doing my best to the farm; but the landlord died, and the farm was sold. It was bought by a Mr. Goode, who raised my rent from 90*l.* to 120*l.* I left the farm, and did not receive any compensation for all my improvements. The farm has since greatly deteriorated, and is not worth half the rent to-day. I could not pay the rent of my present farm if I had not got sons working hard without any wages, and I receive no interest on the capital laid out in the business. I have laid out a large sum of money on my present farm, and I have a good landlord; but if the farm was sold I would run the risk of losing all.

LABOUR.

Labour has gone up very much. I used to pay to a first-class workman 9*s.* per week on his own

Chairman—continued.

finding, with cottage, and he worked long hours; now I pay to the same class of man 18*s.* per week with cottage, and he works shorter hours. Head farm servants boarding in the house used to get 9*l.* a year; now they get up to 35*l.* a year. I also pay a proportionate increase of wages to carpenters, masons, and blacksmiths. I do not grudge good wages to good workmen, but it is hard times on the tenant farmer between high labour, high rents, and the low price of farm produce.

SUGGESTIONS.

We want security of tenure and compensation for improvements. Farmers would farm their land much better if they were sure that they would reap the benefit of their labours, and would receive a just compensation for the money they laid out in improvements on their farms. A law ought to be made that when farms are sold the first offer would be given to the sitting tenants, and the Government to lend part of the purchase money at a cheap rate of interest. We want a general reduction of rents and a Land Court, or some other body that will give us security of tenure and just compensation for improvements made by tenants.

Mr. *Brynmor Jones.*

36,908. I see that your farm is one of pretty considerable size, 250 acres?—The present farm, yes.

36,909. I do not think you have given us the date upon which you went to this present farm?—I went in 1869.

36,910. What rent did you agree to pay in 1869?—Very near the same as at present, very close upon the same.

36,911. Has it been reduced at all?—No, it has not been reduced, oh, no.

36,912. What is the present rent may I ask?—The present rent is 200*l.* a year.

36,913. And it has been raised since 1869?—There has been a little difference. The tithe and the rent go together at present.

Mr *Brynmor Jones*—continued.

36,914. With the exception of that small alteration the rent was much the same in 1869 as now?—Very little difference.

36,915. During the time since 1869 that you have been on this farm have you built a good deal on it?—Not to a great extent. The landlord and myself have done a good bit. It is not all of my own accord; the landlord and myself pull together like man and wife. What one could not do another would.

36,916. What buildings have been made?—There have been out-buildings, a stable, a cow-shed, a cart-house, and buildings that were required.

36,917. What share did the landlord take in regard to those new buildings?—He found all material.

36,918. Who did the work, the actual mason work, at whose expense was that done?—At my expense.

36,919. Who did the hauling?—I did the hauling as well.

36,920. Have you done any other improvements besides the building?—Oh, yes.

36,921. What kind of improvement?—I drained a good deal of the land.

36,922. Did you give a notice to the landlord under the Agricultural Holdings Act before you did that?—No, we came to terms between ourselves.

36,923. What were the terms on which the drainage was done?—I did the labour and he found the pipes.

36,924. Do you do much work yourself now?—No, I have gone past that now.

36,925. How many labourers do you employ?—Two workmen, and I have got two sons, one 28 and the other 21.

36,926. Do the sons get any wages?—Not so far, the times will not allow it

36,927. Then I am to understand that at the present rent it is impossible for you, however skilfully you farm, and however hard-working you are, to make the farm pay?—I think that is a general complaint over England and Wales. I have no faults and no complaint to make before you of any shape, only that we have got to compete with the foreign produce, and the price of our produce will not meet the cost of production. I have got as good a landlord as anybody in the district, I should say.

36,928. Is this parish a Welsh-speaking district?—It is.

36,929. Most of the people habitually use the Welsh language, do they—most of the farmers and labourers there?—Oh, nothing else.

36,930. You are appointed, I see, as a representative. Do you think that the other farmers are in much the same condition as yourself, and find it very difficult to pay the rent?—I am certain of it.

36,931. Are they a hard-working body of men, do you consider?—Yes, or else they would be finished off in a very short time.

36,932. You mention cost of living as having gone up; do you think that is so? This is the phrase in your evidence: "The price of farm

Mr. *Brynmor Jones*—continued.

"produce has been getting less year after year, "while rents, labour, rates, and cost of living "have been increased."—Yes.

36,933. Do you think that the cost of living has been increasing in Llangennech?—To a great extent.

36,934. In what way; take meat?—Well, formerly they used to live at a more reduced diet than they will look at at present.

36,935. Then you do not mean that the price of food is higher now than it used to be?—Not the least.

36,936. What you mean is that the standard of comfort in regard to clothing and in regard to food has gone up?—Well, no, not that the price of food has gone up, but it is more expensive food than used to be formerly.

36,937. Do you have meat every day on your farm?—Yes.

36,938. Do you think that most of the farmers have meat every day?—I beg pardon.

36,939. I ought to tell you that we have had evidence in some parts of Wales that meat is quite a luxury in a farm-house. Do you think that most of the farmers in the houses round about you get fresh meat every day?—Fresh meat?

36,940. Yes?—No, not once a week, not once a month, so far as I know.

36,941. In what respect then do they live better than they did?—The population is of a more delicate health than they were formerly; they must have more delicate food at the present time.

Mr. *Richard Jones.*

36,942. Have you had any reduction in the rent?—No, no more than I have told you.

36,943. Who is your landlord?—Sir William Robert Clayton.

36,944. You say in your printed statement that he is a good landlord?—As good as anybody that I know of.

36,945. Does he know your position?—I beg pardon?

36,946. Is he acquainted with your position; that is, that the farm does not pay?—I cannot say that, because it is very seldom that I see Sir William himself, but I see his agent every six months.

36,947. Every rent day I suppose?—Every rent day.

36,948. Have you made any complaints to the agent that the farm does not pay you?—I have never done that, but I have told him that the times will not afford the present rent, and he made a reduction of 10 per cent.

36,949. And you do not consider that sufficient?—Not according to the price of the produce of the land.

36,950. You never made a complaint to Sir William for a reduction in the rent?—I beg you to excuse me. I do not recollect that I have done so, but I am certain that I made it to the head agent.

36,951. Do you think that if Sir William knew that the farm did not pay you he would

Mr. *Richard Jones*—continued.

reduce it for you?—Well, I cannot say about that; that would be rather hard lines without other gentlemen of the same position doing the same.

36,952. But somebody must make a start?—Yes, yes, but I think that it ought to be considered that there ought to be a general reduction as the produce is reduced to a certain extent.

36,953. But do you not think it was your duty, if you thought the farm did not pay you, to make an application to Sir William for a reduction. That would be the most business-like way to go about it?—Well, I tell you what, that is one way to do it, but as he is as good a landlord as anybody in the round, it would be rather hard for him to make a start, because he is not a gentleman in the neighbourhood—he lives away somewhere—and gentlemen that live here among their tenants ought to make the start, if there was any start made

36,954. I see you are speaking as a representative of the farmers. Has there been no combination among the tenants to ask for a general reduction of rents in your district?—Not to my knowledge, but the good landlords make a reduction in our district from 10 to 15 per cent.

36,955. Is it a reduction or an abatement?—Oh, it is an abatement of 10 or 15 per cent., according to the times, thinking that there would be a turn to bring things to a level once again, but there is no sign of it at present.

36,956. And you think it is time for them to make a general reduction?—Yes, I do.

36,957. More than 10 or 15 per cent.?—Oh, I should think so, according to the price of the produce. I should not apply for anything of the sort if the produce would meet the cost. I am willing to pay my present rent if the price of the produce would meet it.

36,958. What do you consider would be a fair reduction; that is to enable you to make the farm profitable, taking all things into consideration. I suppose you would admit that the cost of production is greater now than it used to be?—Yes.

36,959. What would you consider now a fair reduction?—I will tell you what, I think it would be very reasonable if the string was cut in three, two to the landlord and one to the tenant.

36,960. What do you mean; do you mean a reduction of 33 per cent.?—The landlord to have two-thirds.

36,961. One-third you mean?—Say that the place is worth 200*l.* a year, if there was a reduction of 50*l.*, that would bring things something like on a level to 150*l.*

36,962. That would be a reduction of 25 per cent. Would you be satisfied with 25 per cent.?—Something like that; that is at the present time; and security for improvements.

36,963. Security of tenure?—The place that I had before I came to Llangennech I occupied for many years. It was just in the time that my father went into that farm; the rent was 90*l.* a year; it was bought by the landlord

Mr. *Richard Jones*—continued.

before my father went there at 1,400*l.*, and after my father and myself had been there about 40 years it was sold for 3,000*l.* There was a large improvement made there, and he never had a halfpenny for the improvement, and the rent was raised to 120*l.*, which I could not see my way to pay.

36,964. You mentioned security of tenure. Do you think if tenants had security of tenure that there would be any desire among them to purchase their holdings?—If they were enabled to do it, there is no doubt about it, because when a person takes a liking to a place he would rather make a long stretch than leave it.

36,965. But there would be a certain amount of inconvenience; for instance, supposing when a farmer died, and it was wished to dispose of his property, the farm would become charged with legacies to the other children. You would not consider that a desirable thing, would you, that the property would become encumbered?—I tell you no more than the improvements that were made there. If the improvements were made by the tenant, I should think that is due to the tenant to have what improvement was made, if it was more valuable when he left it than when he had it.

36,966. You are going into another matter now. I will ask you the question again?—You must excuse me, because I am rather deaf.

36,967. Do you think there is a desire among farmers to purchase their own holdings, that is if they get security of tenure?—I think so.

36,968. If they think that they are safe in their farms, and that they will not be turned out, do you think they are anxious to buy their holdings?—Yes, if they have capital and they can do so, and carry on their business to the same extent, because shortness of cash makes a lot of difference in handling business.

36,969. Your opinion differs a little from some evidence which we had in Monmouthshire. We were told in Monmouthshire that there was no desire to become purchasers of holdings among tenants, that is providing they had security of tenure?—Everybody is not of the same opinion.

36,970. It seems not. Do you think the farmers are evenly rented in your district?—I think they are just at a level as they have been years past, but they are too high at the present time by a great deal, too.

Mr. *Seebohm.*

36,971. There are many other witnesses, and therefore I shall only ask you one question. You say that a law ought to be made, that when farms are sold the first offer should be given to sitting tenants, the Government to lend part of the purchase money at a cheap rate of interest?—That would be to the tenants' taste very much if it was agreed to.

36,972. What I wanted to ask you was just this; supposing that the Government would lend money, say at 2½ per cent.?—Yes.

36,973. Would not that fact, that the landlord knew that you could borrow that money at 2½

Mr. *Seebohm*—continued.

per cent. make him ask more for the land when he sold it to you?—That is a question that I cannot decide exactly.

36,974. But what I mean is, it is very difficult for the law to secure that an advantage of that kind should really go to the tenant?—Yes.

36,975. That the competition for farms would probably be so great that that facility for purchase would send up the price?—Yes.

36,976. Do you think that would be likely?—Not so likely.

36,977. You think it would still be an advantage to the tenant?—Yes, it would be an advantage.

36,978. Notwithstanding that it might send up the price to a certain extent?—Yes.

Mr. *Grove.*

36,979. You say that you would like to see a chance for the tenants to buy their farms, and the Government to lend a part of the purchase money. What part of the purchase money do you think it would be fair to expect the Government to lend?—One-third.

36,980. Then you think that the tenant should find two-thirds, and the Government lend one-third?—Yes.

36,981. Then you say a cheap rate of interest—Yes.

36,982. What would you consider to be a fair rate of interest for the Government to charge for that loan?—3½ per cent.

Sir *John Llewelyn.*

36,983. How much money have you laid out on your farm for building?—My present farm?

36,984. Yes. Your words are, "I have laid "out a large sum of money on my present "farm." How much is that for building?—I cannot exactly say how much I have laid out, but I have laid out all I could make out of the farm since I have been there.

Sir *John Llewelyn*—continued.

36,985. You go on to say that you have got a good landlord?—Yes, a good landlord.

36,986. Did you make application to the good landlord for the erection of the buildings?—Yes.

36,987. Have you got the sanction of the landlord for it?—No, I have not it with me now. It was only by word of mouth.

36,988. You obtained it?—Yes. It was only by word of mouth between the head agent and myself.

36,989. Do you know the Agricultural Holdings Act?—No, I do not.

Sir *John Llewelyn.*

That gives you compensation for the buildings if you obtain the sanction of the landlord.

Mr. *Seebohm.*

That is written sanction; he got it verbally.

Sir *John Llewelyn.*

He says he got it verbally, and he does not know the Act.

Chairman.

36,990. Do you find that politics or religion make any difficulties between landlord and tenant?—Not the least.

36,991. The fact of your being in favour of a Land Court would not make any difficulty between you and your landlord?—Not at all.

36,992. May I ask what are your own politics. You need not answer that question unless you like?—I am Church of England.

36,993. Are you Conservative or Liberal?—Conservative.

36,994. And a member of the Church of England?—Yes.

The witness withdrew.

Mr. JOHN HARRIES called and examined through an interpreter.

Chairman.

36,995. Do you understand English well enough to follow your evidence when read out?—I think I can understand that.

The Secretary read the satement of the witness as follows:—

'Evidence of John Harries, Penybont House, Brynamman. Brynamman is an industrial place: few farms, some freeholders, others tenants. Most of the land, common land, claimed by the Lord of the Manor. He rents at prices varying from 5*s.*, and 8*s.* to 2*l.* and 5*l.* per acre. 40 years ago the price of building plots was 6*d.* per perch. This applies to private property. He sells limestones and building-stones, sand, and coal for 4*d.* to 7*d.* per ton, and gives leases for working them. The Black Mountain Silica, Sand,

Chairman—continued.

Brick, Lime and Colliery Company, Limited, pay the Lord of the Manor 400*l.* dead rent (as per prospectus produced). There are other industries from which the Lord of the Manor receives large rents. In one, that is the Penrhiw-wen Lime and Sand Works, the lime and sand is carried along the turnpike road, and causes great damage to this part of the road, placing a heavy burden on the ratepayers. I think the royalty from these works should go, not to the Lord of the Manor, but to the county council to meet the additional expense in connexion with the road, and so with all similar works. Waterworks have been built on the common. 10*l.* is paid as rent for one, and 5*l.* for the other. Lately the latter has been reduced to 2*l.* 10*s.* in consequence of a petition from the

Chairman—continued.

district. The waterworks have been made necessary by the opening of the works, and so drying up the wells. I think royalties should be in part applied to ease the ratepayers of this expense. The Lord of the Manor was petitioned to grant a piece of land on the common for the purposes of a cemetery, but he refused. The Lord of the Manor also claims rents for all encroachments.

The following is a letter claiming such rent:—

"W. Morgan Griffiths,
Solicitor. Saint Mary Street,
Carmarthen,
Madam, 29th December 1893.
Re the Manor of Ferdre and Forest Bethel with the upper part of the Commot of Iskennen in the Lordship or Manor of Kidwelly.

Some couple of years ago you encroached upon certain lands belonging to the above Manor in the parish of Quarter-bach, and there was a presentment made at a Court Leet held on the 13th November 1891 in respect thereof, and it was then decided that you should in respect of such encroachment, consisting of two acres and two perches, pay 16*s.* per year as yearly tenant at the will of the Lord of the Manor from Lady Day 1891. I am instructed by Earl Cawdor, the Lord of the Manor, to request payment immediately of 1*l.* 12*s.*, two years' rent, or payment in respect of such encroachment, or if you dispute such payment proceedings will be forthwith commenced against you, in order to have you immediately ejected from the premises which you unlawfully took possession of, as the payment arranged to be taken from you was without prejudice and only in order not to put you to considerable inconvenience by immediate ejectment, and in the event of your still refusing payment you will be taken as having disputed the right of the Lord of the Manor, and proceedings will be taken against you accordingly. Seeing, however, that the Lord of the Manor and the Court Leet decided to treat you so leniently by accepting, at all events for the present, a yearly payment, I trust you will not see fit to put yourself to unnecessary trouble and expense.

Yours, &c.
(Signed) W. Morgan Griffiths.

Mrs. Catherine Morgan,
Rhosfa, Brynamman."

I think all commons should be enclosed for the use of those who wish to till the soil, at a reasonable price. Why should people emigrate as long as common land is unenclosed? The rent from common land should, however, go toward taxation or some common national fund, and not to the Lord of the Manor. Many people who used to pay rent to the Lord of the Manor have now for the last three years or so to pay it to the clergyman, *e.g.*, Watkin Morgan, Pia; William Davies, D. Williams, David Davies (the last-named three used to pay rent to Mr. Thomas, Devynock, who held of the

Chairman—continued.

Lord of the Manor). Watkin Morgan's father, John Morgan, used to pay 4*l.* 6*s.* to the Lord of the Manor and the leaseholders who sub-let it to him. This continued till 1866. Then he received notice to raise his rent, and left. Watkin Morgan took it at 6*l.* 10*s.*; he repaired his house and made it much better at his own expense. For the last three years he has been paying this to the Rev. J. M. Jones, but he has received no compensation for the money he has spent on the farm. Rents have gone up in the farms. Nantgwine, the property of the Rev. D. H. Thomas, Kidderminster, was rented in 1844 at 25*l.*, in 1870 at 52*l.*, and to-day at 40*l.* Tenants had changed four times since 1844. Gorsto, the property of Henry Thomas, butcher, in 1844 was 15*l.*, in 1870 36*l.*, and to-day 32*l.*, four changes since 1844. The Lord of the Manor refused the application of the Gibea Congregational Church for a plot of land for a burial ground on the Black Mountain. I believe that the common land should be absolutely under the parish councils.

Sir *John Llewelyn.*

36,996. Who is the Lord of the Manor of Brynamman?—Earl Cawdor.

36,997. Does he rent any of the surface of the common?—Yes.

36,998. Do the commoners object?—Yes, there is a general feeling. Some of the common has been enclosed recently.

36,999. Have they objected at the court?—Yes, some of them have.

37,000. The common has been enclosed lately you say?—Part of the common has been enclosed lately.

37,001. Where was it that they took objection?—In the late court.

37,002. What was the answer?—So far as I understand, they allowed it to some on the condition that they should pay 5*s.* an acre for some and 8*s.* for the rest.

37,003. When did the enclosure of the common take place?—At those places the names of which I have already given, a good long time ago.

37,004. Under an Act of Parliament?—No, I do not think so.

37,005. Has there been any Enclosure Commission?—I do not know?—What has recently been enclosed has been enclosed without the permission of the late court, but the matter was subsequently brought before the notice of the court, and they allowed some on condition that they should pay, and the others were not allowed at all.

37,006. By whom were the enclosures made?—By labourers, working men.

37,007. Were any made by the Lord of the Manor?—None of the recent ones, so far as I know.

37,008. Do you object to the Lord of the Manor receiving royalties?—Yes. I think that it is the property of the nation.

Sir *John Llewelyn*—continued.

37,009. Is it now private property as things are?—No, it is common land.

37,010. I am not speaking of the land. I am speaking of the minerals?—I do not understand that the minerals under the common belong to private persons, but they belong to the nation.

37,011. Who made application for land for a cemetery?—The Congregational Church, Gibea.

37,012. When?—During last year think.

37,013. Do you think that all commons ought to be enclosed?—Yes, I think so, with the exception of parks and land reserved for the public.

37,014. Can they not now be done under the Enclosure Acts?—I cannot say.

Mr. *Grove.*

37,015. You speak of rent being as high as 5*l.* an acre. Is there much at that rate?—I cannot say, with the exception of one place, Black Mountain.

37,016. It must be accommodation land, surely, must it not?—Yes.

37,017. Then you speak in your evidence of a prospectus. Has that been produced?—I have handed it in.

37,018. The recent enclosures, I suppose, have been enclosures of small pieces of land?—Yes.

Mr. *Seebohm.*

37,019. You give instances of several rents which have been raised recently. Were these rentals on small estates or large estates?—Do you refer to the farm or to the commons now?

37,020. To the rents mentioned in the last clause of your evidence?—They are small landlords.

37,021. Quite small landlords. Do you know of any cases of large estates where rents have been increased of recent years?—The lands belonging to the large landowners that we have, have been divided into allotments, and those allotments are very much higher than they used to be.

Mr. *Richard Jones.*

37,022. Is Mr. Thomas, of Kidderminster, a clergyman?—Yes.

37,023. Is the property glebe land?—No.

37,024. Is he a large or a small landowner?—A small landowner, so far as I know.

Mr. *Richard Jones.*

37,025-6. When was its rent reduced to 40*l.*?—Recently.

37,027. Does he make any abatement on 40*l.*?—I understand he does not give anything.

Mr. *Brynmor Jones.*

37,028. I should like to point out to you that by an Act of Parliament of last year the Lord of the Manor cannot enclose now without the consent of the Board of Agriculture. You might just as well look at that Act of Parliament. There is no difficulty in getting it?—The others enclose, and the landowner afterwards claims the rent for the land.

Mr. *Brynmor Jones*—continued.

37,029. Quite so, but the joint operation is illegal now as against commoners, unless the Board of Agriculture have consented to it; that is to say, the other commoners may interfere with them. That is exactly what the Act says?—I do not quite know who are the homagers, because we are almost all working men.

37,030. It occurred to me when you were giving your evidence that it is possible that this is not common land in the true sense of the word. I do not know. Do the farmers who hold the adjoining farms depasture cattle and sheep on this land?—Yes.

37,031. Then it does not look as though it were a true common?—I wanted to say a word more. I refer to the fact that 40 years ago the price of building plots was 6*d.* per perch. It has now been raised, some to 1*s.*, some 1*s.* 6*d.* and 2*s.*, and a portion to 5*s.* per perch. What the farmer paid for that land was 10*s.* and 15*s.* per acre. By paying 1*s.* per perch for it the working man pays 8*l.* per acre; by paying 1*s.* 6*d.* the working man pays 12*l.*; and by paying 2*s.* he pays 16*l.*

Sir *John Llewelyn.*

37,032. Is that for allotments?—For houses and gardens—cottages and gardens. By paying 5*s.* per perch the working man pays 40*l.* an acre, and at the end of 60 years he loses everything. I think that he ought to have full possession, at the end of that time, of the house and the land and at a more reasonable price than this. I see no reason why the working man should pay more for his land than the farmer.

Mr. *Brynmor Jones.*

37,033. But Brynamman, as I understand it, is getting quite a big town, is it not. It is some years since I have been there?—Not a town.

37,034. The population has been increasing a good deal there?—Yes.

37,035. Then I suppose that the land which you referred to is the land adjoining the public street?—Yes, part of it.

37,036. And as I understand your point, it is that you think that this large increase of rent, which is due to the general prosperity of the place and its convenience for colliery purposes, ought not to go into the pocket of the landlord?—No, not as much as that; the roads by which the houses are built have been paid for by the public and not by the landlord.

37,037. You complain that it should become the landlord's property at the end of 60 years, which appears to be the usual term there?—Yes,

Mr. *Brynmor Jones*—continued.

that is so now. We want reform in that, so that it should be the property of those who build.

Sir *John Llewelyn.*

37,038. There are three questions put in; the first is asked by Mr. Abel Thomas, M.P.: "Do "not more than half the population in the "neighbourhood of the common belong to Gibea "Congregational Church, which asked for the "burial ground?"—There are over 700 members there, and one might say half, or more than half.

37,039. The following question is asked by Mr. Vincent: "Is it not the fact that at the late "court the steward refused to take rent for the "recent enclosures, and said the enclosures must "be taken down?"—I have said that already, and he threatens that proceedings will be taken against others unless they pay.

37,040. The following questions are put in by the Rev. J. Morlais Jones: "When did the Rev. "J. M. Jones come into possession?"—They have paid the rent for three years—Mr. Watkin Morgan and others.

37,041. "When was the rent raised, previous "to or after the event?"—Previous to the event.

Sir *John Llewelyn*—continued.

37,042. "Has any application been made to "Mr. Morlais Jones for a reduction?"—I do not know.

37,043. There is one more question handed in by Mr. Vincent: "To whom was the application "for a burial ground made, and when, as nearly "as you can state it?"—To Mr. Rosser, I think, in the course of this last year.

37,044. Who is Mr. Rosser?—The agent of Earl Cawdor; Mr. Thomas, the minister who wrote it, is present in court.

Mr. *Grove.*

37,045. Then the application was made in writing?—Yes, in a letter.

Sir *John Llewelyn.*

37,046. This question is also by Mr. Vincent: "Would it surprise you to hear that Lord "Cawdor's agent has never heard of Mr. "Rosser?"—I think he ought to know. I beg your pardon, Mousley was the name, and not Rosser.

37,047. You wish to correct yourself to that extent. You meant Mr. Mousley, did you not?—Yes, I wish to correct that.

The witness withdrew.

The Rev. WILLIAM DAVIS THOMAS called and examined.

Chairman.

37,048. Do you wish to say anything as regards this burial ground which we have been told was refused last year by Lord Cawdor?—Yes, my lord. I wish to correct that part of the evidence which says that the application was made last year, when in fact it was made two years ago.

37,049. Mr. Harries says that an application was sent in two years ago?—Yes.

37,050. Who was it sent to?—To Mr. Mousley, Earl Cawdor's agent.

37,051. It was an application for a burial ground. Did you specify the size?—Yes.

37,052. Did you say how much land you wanted?—Yes.

37,053. How much was it?—Two or three acres.

37,054. Was the application granted?—It was not.

37,055. Have you got any letter or papers of any kind that you can produce with regard to this matter?—I have not them with me.

37,056. But you have them at home?—I had a letter refusing.

Chairman—continued.

37,057. You have the letter now?—No, my lord, I have not.

37,058. Have you it at home?—Yes, I think I have.

37,059. Perhaps you will send it in to us?—I will if I can find it.

37,060. Will you please put your name on it and send it in. Was there any reason given why this refusal was made?—There was.

37,061. What was the reason?—Because it was not adjoining our present burial ground.

37,062. Was an offer of any land next to your present burial ground made?—Another reason was this, that they did not see that it would suit.

37,063. Was any other land offered in its stead?—No.

37,064. Has any application been made since?—No.

Sir *John Llewelyn.*

37,065. Is the land adjacent to your present chapel available for burial purposes?—It is not. It is not adjoining our present chapel.

Sir *John Llewelyn*—continued.

37,066. No, I understand you to say that this piece of the common was not adjacent to your chapel?—No.

37,067. Is the ground that is adjacent to your chapel suitable for burial purposes?—It has been used since.

Mr. *Seebohm.*

37,068. That is to say, you have added it to your burial ground?—Yes, but it is not adjoining the one that we had already, for we have had to buy another plot of ground for the purpose.

Mr. *Brynmor Jones.*

37,069. From whom did you get the ground that you have got now?—From the Amman Iron Company.

Mr. *Brynmor Jones*—continued.

37,070. Have you got a freehold or a lease?—Freehold.

37,071. Did you have to pay more for that than you would have had to pay, in reason, for the waste land?—We had no price at all for the common land. They did not give us any price, but simply refused it.

Mr. *Seebohm.*

37,072. May I ask whether the present piece you have got is as good in your opinion as the common would have been?—Oh, yes.

37,073. But it has cost you more probably than you expected to pay?—Yes, we had to pay a certain price per acre for it.

37,074. Would you mind mentioning the sum?—60*l.* per acre.

37,075. You purchased the freehold?—Yes.

The witness withdrew.

Adjourned for a short time.

Mr. William Thomas called and examined through an interpreter.

Chairman.

See 38,197–38,251; and 43,170–43,212.

37,076. You are Mr. William Thomas of Pontantwn Factory, Cidweli?—Yes.

The following statement, having been previously interpreted to the witness, was then read:—

Farmers are afraid to come forward, though eager for release. Many farmers can only pay rent with borrowed money.

Scarcity of Labourers.—Servants, especially female servants, very scarce. Small farmers have to manage without any because in farms of about 20 acres they cannot afford to keep a female servant, and the farmers to begin work at 5 or 6 and continue till 8 or 9 in the night. Within a radius of 1½ miles from Pontantwn I could count 40 labourers' cottages which have gone down.

Small Farms: As a rule, much sought after, from 10 to 20 acres. The small farms (from 10 to 20 acres) average 15*s.* per acre more rent than farms of over 100 acres. There are very many applicants for small farms.

Abatements: Some landlords have made abatements varying from 5 to 20 per cent., but these were landlords who rent cheapest. Mr. Saunders, Glanrhydw; Mr. Davies, Upland; and Mr. Fitz-Williams, Van, have not to my knowledge made any abatements.

Agreements.—Agreements are stringent, with penal clauses which are never hardly put in force, because seldom transgressed by the tenant. Many have no copies of their agreements, and those who have agreements are unwilling to produce them. I have no copy of my agreement.

Chairman—continued.

Buildings.—The following, among others, are in an exceedingly bad state of repair: Ffos, the property of Mrs. Brigstocke; Ty Newydd, of Mr. Puxley, rent 36*l.*; Iscwm, of Mr. Richards, rent 80*l.* On some estates, *e.g.*, the Brigstocke, the tenant is expected to do all the haulage free, while on others, *e.g.*, the Glanrhydw, the materials are given by the landlord, and those only meagrely, and occasionally they pay the masons and carpenters as well.

"Rents: Rise in rents has been very general. I give a few instances:

Name of Farm.	Rent in 1844.	Present Rent.	Owner.
	£	£	
Lan - -	70	106	Mr. Arden.
Panteg - -	70	110	Mr. Puxley.
Gelligadrog -	120	220	Mrs. Richards.
Caegwyllt - -	30	45	
Pencelli - -	120	200	Mr. Saunders.
Tanybanc - -	60	90	Mrs. Brigstocke.
Total -	470	771	

Or about 70 per cent. I do not say that in all cases the average is as high as 70 per cent.

Chairman—continued.

Insecurity of Tenure.—I give the following instance of hard treatment on account of want of fixity of tenure. David Harries, a tenant of Mr. Davies, Upland, received notice three times to raise his rent. 55*l.* was the rent of Llwyn-y-gwcw at first, but he had to advance 5*l.* each notice, and at last the tenant had to leave because he could not pay his way.

Relations of Landlords and Tenants.—Unsatisfactory. This may be because the landlords are aliens in race, language, religion, and politics, and too ready to hint threats (*awgrymu bygythion*), and also to lend their ears (*rhoddi clust o ymwrandawiad*) to low and unprincipled persons, who try to wriggle into their favour by telling them tales about their tenants. I myself received letters from my landlord because I attended a meeting called together to prepare evidence to place before the Commission. (The letter was sent to Mr. T. E. Ellis, M.P., who has unfortunately mislaid it.) It is the popular impression that on many estates nonconformists need not apply for farms. The following facts may perhaps explain the reasons for this wide-spread belief:—1. Mr. Isaac Thomas, Blaenau, wanted a farm called Pencelli, on Mr. Saunders' estate. Mr. Peel, Ferryside, wrote for him, and the answer he received was that he was not a churchman. 2. The present tenant of Gwenipa used to attend the Methodist Chapel, and his wife was a member. Since going there he has become a churchman. 3. The present tenant of Bridge End promised to go to church for getting the Bridge. Before that time, or a year to last September, he was a member with the Calvinistic Methodists. 4. The six vacant farms during the last six years on Mr. Saunders' estate have all been given to churchmen, with the one exception of a man who promised to go to church, but after entering on the farm did not go. Letters written by Mr. Saunders, my landlord, to me were sent to the Commission. I had received a reduction of 5*l.* and a promise of a further reduction 5*l.*, but when Mr. Saunders heard that I had been to two meetings called for the purpose of preparing evidence for this Commission he wrote me a letter stating that he had only promised the 5*l.* reduction for two years, but would discontinue it and give it to someone else who would appreciate his generosity more than I did.

37,077. Have you got that letter of Mr. Saunders' with you?—After the letters were returned by the Secretary they were forwarded to Mr. Thomas E. Ellis, M.P., and unfortunately he has mislaid them.

Mr. *Llewelyn Williams.*—I received a telegram from Mr. Ellis last week saying that he is very sorry that he has mislaid these letters. Mr. Lloyd Morgan, M.P., saw one of the letters and returned it to him, but the others have unfortunately been lost. The witness is under

Chairman—continued.

the impression that Lord Carrington and the Commissioners have seen them.

There are copies in the London office, I understand, of the letters that are alleged to have been lost. (*See Appendix for copy of this correspondence.*)

37,078. Have you a copy of Mr. Saunders' last letter, or was that left with the others?—No, I have not a single copy of the letters. I have copies of the letters that I forwarded to Mr. Saunders, but I have not got his answers.

Sir *John Llewelyn.*

37,079. Is Mr. Saunders resident in this county?—Yes.

37,080. Is he at Glanrhydw now; does he live there?—Yes.

37,081. Are you a tenant farmer?—Yes.

37,082. How much land do you farm?—20 acres.

37,083. About insecurity of tenure; is Mr. Davies, of Upland, a large landowner?—I cannot say exactly. He has seven or eight farms.

37,084. He owns Glanhydw?—Yes, it is the property of Mr. Saunders.

37,085. Do you know the reason why it was the tenant left?—Yes, because he saw that the place was too dear for him, and he could not pay his rent, and that he was nearly bankrupt when he left.

37,086. What is the rent of that farm now?—I cannot say what may be the rent now.

37,087. Have you not taken any steps to inform yourself. Your contention is that it was an unfair rent, is it not?—Yes. It is unfair, because the rent has been raised three times, and it was too high when he took the farm.

37,088. And yet you cannot tell us what the rent is now?—No, I did not inquire what was the present rent.

Chairman.

37,089. What is the rent you pay for your farm, and who is your landlord?—40*l.*, and my landlord is Mr. Saunders, of Glanrhydw.

37,090. Then you have got something besides the land; have you anything besides the land?—Yes, I have a factory as well as the land.

37,091. You have a factory and 20 acres of land at 40*l.* rent?—Yes; it is 45*l.* rent now, as he says he is raising 5*l.* In the evidence which has been read he had promised 5*l.*, and that is going to be discontinued.

Sir *John Llewelyn.*

37,092. Glanrhydw has been let; I think Mr. Saunders has been living away from the county, has he not?—Yes, it was let; he lived somewhere else, I do not know where, but he has been yonder now for a twelvemonth.

Mr. *Grove.*

37,093. You say that 40 cottages have gone down?—Yes.

37,094. Why is that?—Because there is no work for labourers; they have moved from our district, and their houses have been allowed to fall into decay.

37,095. Do you mean there is so much depression in farming that they cannot afford to put sufficient labour on the land. Do you mean that?—Yes; they used to keep two or three more labourers than they do on the farms now, and if they engaged more labour they could not pay the rent.

37,096. Is it partly because the men go away into the industrial places to get higher wages?—Undoubtedly that is also a reason.

37,097. You say farmers are afraid to come forward. Have you actually spoken to many farmers who have told you that?—Yes, I have spoken to several farmers who are afraid of coming forward. About 12 to 15 farmers were coming at the outset to give evidence, but when they heard that their landlords were opposed, they withdrew.

37,098. You say in your statement: "Mr. "Isaac Thomas, Blaenau, wanted a farm called "Pencelli, on Mr. Saunders' estate. Mr. Peel, "Ferryside, wrote for him, and the answer he "received was, that he was not a churchman." How was that answer received, by letter or by word of mouth?—Mr. Peel received the answer by letter, but Mr. Thomas, of Blaenau, received that by word of mouth.

37,099 Mr. Peel wrote for him, and received an answer by letter. Where is that letter?—I cannot say. As far as I know, Mr. Peel has it still.

37,100. Will you ascertain that from Mr. Peel, and send it in to us?—I do not know Mr. Peel, but I will ask Mr. Thomas to ask Mr. Peel to send it in.

Mr. *Seebohm.*

37,101. With regard to these cases about which Mr. Grove has been questioning you, you mention three cases, and then you say that "The "six vacant farms during the last six years "have all been given to churchmen." Are those six vacant farms different ones from your numbers 1, 2, and 3?—Those six are all different. All the cases given are different, and with regard to the six, they are on Mr. Saunders' estate; that is, they differ from the other three.

37,102. Only the other three are on Mr. Saunders' estate, Penelli, Gwempa, and Bridge End?—They are all on the same estate, but I have not mentioned them on the paper.

Mr. *Seebohm*—continued.

37,103. Are there six cases or are there nine on Mr. Saunders' estate?—The total number in these nine cases are six farms.

37,104. All on Mr. Saunders' estate?—Yes, all on Mr Saunders' estate.

37,105. Do you know any other estate where the same thing takes place?—Yes, I know of another estate, but I have been charged not to mention it.

37,106. You state that it is a popular impression that on many estates nonconformists need not apply for farms?—It is the general impression among nonconformists that it is so.

37,107. Is this grievance that you complain of one that is growing less and less or one that is growing more and more?—It is increasing now. This complaint started about six or seven years ago, and is getting worse and worse.

Mr. *Richard Jones.*

37,108. Have the landlords shown disapproval in any way of their tenants coming forward to give evidence?—No. I do not say that they have shown it personally, but people who are supposed to know the state of their minds go about saying that it is so.

37,109. Do you think the landlords are aware that this fear exists?—Yes, I believe so. They say publicly that they are quite ready to allow the tenant farmers to come forward, but privately they say to the contrary.

37,110. Where do they say it publicly—at the rent dinners?—At the rent dinner or something of that kind they say they do not mind.

37,111. You say that farmers can only pay the rent with borrowed money; where do they borrow the money?—There are some people who have money in the parish, and they borrow money from them, merchants and so on. There are no farmers to be had yonder who can lend money.

37,112. How do the farmers stand generally with the merchants; are they much in their debt?—Yes, some of them are in debt, but I am not going to mention any of them,

37,113. When a farmer is in difficulties, who generally has to go without his due; is it the merchant or the landlord?—I do not know of any instance. I think that in the end both the landlord and the merchant get what is due to them.

37,114. If farmers are in difficulties of this kind what is your explanation why they stick to their farms?—Because they do not care to move from their farms; they prefer to remain on their farms until they have nothing rather than to leave.

37,115. Why?—Because their attachment to the place is so strong.

Mr. *Richard Jones*—continued.

37,116. You say that female servants are very scarce; what is the reason?—A scarcity of them is the reason.

37,117. But why are they scarce?—I cannot say. The only reason I can give is, that they go to the towns because they get more wages, and get better places.

37,118. What do the farmers pay for a female servant?—The wages vary from 10*l.* to 16*l.*

37,119. What did they use to get about 25 years ago?—A servant who gets 15*l.* now got about 5*l.* 10*s.* then.

37,120. Do you know cases where farmers have been obliged to give up, say, dairying, or anything that has been a source of profit owing to the scarcity of female servants?—No. I cannot mention any farm where it is so within my knowledge.

37,121. I mean where it has affected the dairy work of a farm-house?—Yes; they are scarce, because the farmers' wives are obliged to work from 5 o'clock in the morning to 8 or 9 o'clock at night because they cannot get anybody to help them.

37,122. Is it a fact that farmers' wives have to work harder in consequence of the difficulty in getting female servants?—Yes.

37,123. How long does a farmer's wife generally work?—From 5 or 6 o'clock in the morning till 8 or 9 o'clock at night, and often till 9 or 10 o'clock.

37,124. And on constantly, without a minute's rest?—Yes, the whole day, from the time they begin till they finish work, between 8 and 9 or 10, without rest.

37,125. Have you a copy of your agreement?—Yes, I have a copy of the agreement which I will show, but the names are not to be disclosed to anybody.

37,126. I mean your own agreement?—No, I have not a copy of my own agreement, otherwise I would bring it with me.

37,127. Does not the landlord supply the tenants on the estate with agreements?—That is how I am placed at any rate. I have no copy, and I have received no copy from them. I cannot say how it is with others.

37,128. Do you remember the clauses in the agreement?—I only recollect one clause in the agreement, and it is something to this effect, that if I ploughed up one acre of land I was to pay a fine of 10*l.* I am willing that the Commissioners should see that agreement.

37,129. According to the clauses of your agreement are you allowed to crop as you please?—I am not certain as to the agreement myself, so I cannot tell you.

37,130. How do you do it. Do you crop as you like?—Yes. I do not cultivate or do anything to the land myself, but I simply keep hay. I do not grow corn, but I merely keep hay.

37,131. Are you allowed to sell the hay?—No, I have no right to sell my hay.

37,132. Not if you returned artificial manure in its stead?—No, I do not know, because it is 14 years since I read the agreement, and I only had the agreement for one day before it was returned.

37,133. Have you never applied to sell hay on the condition that you should return artificial manure in its stead?—No.

37,134. Would you like to have done so this last season?—Yes, I should, especially this season, when hay is so dear.

37,135. Has it never occurred to you to ask the landlord or agent whether you might do so?—No, because I do not think I should be any the better if I were to ask.

Mr. *Griffiths.*

37,136. Following up Mr. Jones' questions, which do you consider work the harder, the tenant farmers' wives or the labourers?—Oh, the farmers' wives, by far; there is no doubt of it.

37,137. The wife is better paid, too, is she not?—By the farmer?

37,138. Yes?—No, she is not better paid, because she hardly gets anything at all.

37,139. When you had your agreement and you signed it, was it read over to you?—No, it was sent to me by Mr. Stokes, and I had to return it the next day.

37,140. Did you write a copy of that agreement when you had it in your hands?—He said he would return a copy to me.

37,141. You spoke of 40 cottages that had tumbled down. What kind of cottages were those?—Straw-thatched cottages, labourers' cottages.

37,142. Built of wood I suppose?—No, stone, and some wood; they were very roughly built.

37,143. I think you spoke rather highly of the landlords, and said the best landlords, with the cheapest land, also gave the most abatements?—Yes, that is how it is in our parishes.

37,144. Do you know of any tenants that have suffered, after they have done much haulage towards buildings on their farms, by having to leave their farms?—No, I do not know of one; I cannot remember a single instance now at any rate.

37,145. Unfortunately the letter cannot be found, I understand, but will you tell us what were the contents of the letter that you received from your landlord with regard to signing the petition against the Suspensory Bill, I think it was?—It was not with regard to a petition against the Suspensory Bill that I received the letters from Mr. Saunders, but because I had taken part in preparing evidence for the Commission. I cannot remember the whole of their contents now. He stated that he was withdrawing the 5*l.* that he had promised to give for two years, and was going to give it to someone else who would appreciate his action more, because I was attending meetings where evidence was being prepared for this Commission. He also further said that he objected to my stating anything about his estate at all; that he was not willing to allow that.

Professor *Rhŷs.*

37,146. To state about it, do you mean to this court?—Yes, to this court.

Mr. *Griffiths.*

37,147. Will you kindly give us the name of that landlord?—William Francis David Saunders, of Glanrhydw.

37,148. You say here "the six vacant farms "during the last six years have all been given "to churchmen, with the one exception of a "man who promised but did not go." Did not go to where?—He did not go to church.

37,149. How long has he since been on the farm?—I cannot say for certain, but from three to four years.

37,150. Then the landlord did not eject him because he would not go?—No, he did not eject him, because if he turned him out he could not get anybody else to pay the rent which he, the present tenant, gives.

Mr. *Brynmor Jones.*

37,151. I did not quite gather what rent you pay for your holding?—It was 45*l.*, it is 40*l.* now, but it will be 45*l.* after this year. I asked for a reduction of 10*l.*; I was given 5*l.*, and I had a promise of a further reduction of another 5*l.* in about two or three years after the first reduction.

37,152. When did you ask for an abatement of 10*l.*?—May and July of last year.

37,153. That is 1893?—Yes.

37,154. Did the landlord make you any abatement in respect of the rent then due?—No, he did not, and he never will give me any either.

37,155. I understood you to say that you had received at some time or other some abatement in your rent?—Yes, the 5*l.* which I now mentioned to you.

37,156. That is the one I am asking you about?—Yes, I had that 5*l.* for two years, but it has now been withdrawn.

37,157. I just want to get at the dates. In what year did you receive the first abatement?—I was promised a reduction in July of 1892.

37,158. Did you get the promised reduction?—Yes, I had a reduction that year for the September rent, which I paid towards the end of the year, I cannot remember when.

37,159. That was before this Commission was appointed, was it not?—Yes.

37,160. Did you after this Commission had been appointed, and after this appointment had been announced, ask for another abatement?—No, I did not ask a word afterwards.

37,161. But you told me you asked in July 1893?—I made a mistake; I meant July 1892.

37,162. Then you have not since the Commission has been appointed asked for any abatement?—No, I have not.

37,163. Have the other tenants on the estate received any abatement?—I believe that some have received abatements, but it has not been made public; it is not publicly known.

37,164. You have received no abatement for the year 1893?—No, not after that one I have mentioned.

37,165. How many tenants are there, roughly speaking (I do not ask you to one or two) upon this estate?—From 12 to 14.

Mr. *Brynmor Jones*—continued.

37,166. In your evidence you have told us that the landlords are aliens in race, language, religion, and politics. What district are you speaking for; the parish of Cidweli or the parish of Cidweli and the surrounding parishes?—I speak particularly of the parish of Llangyndeyrn, and especially more particularly of our estate.

37,167. Llangyndeyrn is an adjoining parish to the parish of Cidweli?—Yes.

37,168. Is it the fact that the majority of the tenants and the labourers in that parish and the adjoining parish speak the Welsh language habitually?—They all speak Welsh.

37,169. What are they in religion?—They are almost all Nonconformists, with the exception of an occasional one who is obliged to go to church.

37,170. What do you say in regard to politics?—They are almost all Liberals yonder everywhere.

37,171. With regard to the landlords, whom you have described as aliens in race, are they chiefly Englishmen, or what?—It is Englishmen they are.

37,172. Do the agents of these landlords usually speak Welsh?—No, they speak English as a rule.

37,173. Then do the tenant farmers find it somewhat difficult to do business with the agent or the landlord?—Yes, they do. I think that they do experience great difficulty, and they would be far better off—they would be well off—if they were able to speak with the landlords instead of through their agents in regard to these business matters and the general work that has to be done between landlords and tenants.

37,174. Is it true that there are certain people living in the villages who curry favour with the agents by telling tales to them and so on, and who interfere in the business?—Yes, there is an instance that one said I was endeavouring to get Mr. Saunders to go against him, and I never said a word about it in the meeting.

37,175. Then there was a meeting of the tenants, was there?—No, it was not a meeting of the tenants; it was a meeting of the tenant farmers in the parish generally, and not one of Mr. Saunders' tenants went there except myself.

37,176. How do you account for the fact that none of Mr. Saunders' tenants attended a parish meeting called in reference to this Commission?—They knew that he was not willing that they should go.

37,177. How do you suggest they knew that?—He has a workman with him in his house or in his mansion, and this man tells everybody what he conceives his master's views to be.

37,178. And though it may sound absurd here, do you think that the tenant farmers really attach importance to what this workman says?—Yes, they do; they pay attention to what he says.

Mr. *Brynmor Jones*—continued.

37,179. Is it because of this essential division that results from the difference of language, and so forth, between the landlords and tenants that this state of suspicion arises?—I think that in some degree it arises from that at any rate.

Chairman.

There are so many witnesses coming forward that it will be necessary to sit in two courts. Therefore evidence will be taken by the Commissioners in two separate rooms. The evidence of Mr. William Thomas has raised a question of the utmost gravity and of the greatest importance. Mr. William Thomas, in his printed evidence, has said that farmers are afraid to come forward, and he will correct me if I am wrong, but I took down as his evidence that he has spoken to several farmers who were afraid to give evidence, and that there were from 12 to 15 farmers who were coming forward, and who, on hearing that their landlords were opposed to it, have withdrawn.

Witness.

Yes, I say so again.

Chairman.

37,180. That is correct?—Yes.

This is a question on which the Commissioners speak with united voice and in the plainest possible terms. I had occasion to speak on this subject at Portmadoc, and I think it will be the quickest, and perhaps the best plan, to read again what I said there. One of the witnesses said that the farmers were very glad that the Commissioners were coming round to inquire into their grievances. That was on the 16th of September 1893, at Portmadoc. But he said that so great was their fear of their landlords, and so much did they feel themselves to be in their hands, that very few of them dare come forward to give evidence lest they should incur their landlord's displeasure. That was further accentuated by a question put by Lord Kenyon, and I read this because Lord Kenyon is the only Commissioner who is not present, but he is heartily with us in our opinion upon this subject. He said, "You state there is great fear of "the landlords. I presume that is not so in "your own case, otherwise you would not be "here. You are not afraid of Lord Harlech?" The answer to that question of Lord Kenyon's was, "I hope he will not do any harm to me "after being here, for I only meant to say what "was right." Then Lord Kenyon made an observation with which all the Commissioners heartily agree. He said, "I am quite sure he will "not if he is a reasonable man." After that it was my duty, as the Chairman, to state: "We have "come here with the determination to do our "duty without favour or affection of any sort "or kind. We have come here to do the best

Chairman—continued.

"we can to probe this great question to the "bottom, and though we do not for one moment "think, as I have said before, that any land-"lord would act in this way, yet, at the same "time, we cannot shut our eyes to the fact that "such a thing might occur in an individual "instance." It was, therefore, my duty then, as it is now, as the Chairman of the Commission, to read section 2 and section 4 of the Act for the Better Protection of Witnesses who give evidence before any Royal Commission or any Committee of either House of Parliament or on any other inquiries. Section 2 is: "Every per-"son who commits any of the following acts "that is to say, who threatens, or in any way "punishes, damnifies, or injures, or attempts to "punish, damnify, or injure any person for "having given evidence upon any inquiry, or "on account of the evidence which he has given "upon such inquiry, shall, unless such evidence "was given in bad faith, be guilty of a mis-"demeanour, and be liable upon conviction "thereof to a maximum penalty of one hundred "pounds, or to a maximum imprisonment of "three months." Section 4 is: "It shall be "lawful for any court before which any person "may be convicted of any offence under this "Act, if it thinks fit, in addition to sentence or "punishment, by way of fine or imprison-"ment, to condemn such person to pay the "whole or any part of the costs and expenses "incurred in and about the prosecution and "conviction for the offence of which he shall be "convicted, and upon the application of the "complainant, and immediately after such con-"viction, to award to complainant any sum of "money which it may think reasonable, having "regard to all the circumstances of the case, by "way of satisfaction or compensation for any "loss of situation, wages, status, or other damni-"fication or injury suffered by the complainant "through or by means of the offence of which "such person shall be so convicted, provided "that where the case is tried before a jury such "jury shall determine what amount, if any, is "to be paid by way of satisfaction or com-"pensation." I then said: "If such a thing "comes before our notice, if an individual case "should come before our notice, it ought to be "well known that we should not hesitate at "once to put the law in force." Besides Mr. William Thomas's evidence, Mr. Thomas Owen, of Caegrossfford Farm, has stated to one of the officials of the Commission this morning that, seeing the agent of the property in court, he was not going to give any evidence. I have asked Mr. Thomas Owen whether I have his permission to state this. I have his permission, and I do state it, and if his landlord, who, I believe, is Sir Arthur Stepney, is in court I shall ask him to come forward and to give evidence in the clearest possible manner that he has not in any way, directly or indirectly, interfered with the proper right of his tenants to come forward and give evidence before this Royal Commission.

See 37,222 –37,276 41,670.

The witness withdrew.

Mr. William John Wilson called and examined.

Chairman.

37,181. What are you?—I am Sir Arthur Stepney's agent.

37,182–3. You have heard the statement of one of the tenants on your estate. I will ask you this question. Have you, directly or indirectly, given any of the tenants on the estate of which you are agent to understand that either you or the landlord would rather that they should not appear before this Commission?—I have done so in no instance whatsoever; exactly the opposite.

37,184. Will you kindly state what you mean by "exactly the opposite"?—That I wished them to come forward instead of remaining behind. I think we then get more information for the benefit of the farming in South Wales.

37,185. Do you wish directly to state that you have told the tenants?—I have not told them.

37,186. That you have told the tenants of the estate on which you are agent that you wish them, or at any rate that you have no objection to their coming forward and giving evidence before the Commission?—It is perfectly understood.

37,187. I beg your pardon, how is it understood. Have you ever made it known to them?—There has been a case in which a man said, "I am going to give evidence." I said, "Do by all means," at the rent audit, and I have a witness here who will prove it, who heard me say so—my head clerk, Mr. Jeremiah Williams.

37,188. I think if you wish to bring any evidence of that sort forward you may do so. But you distinctly state before the Commission that you have given every facility to the tenants on this estate to come forward?—Certainly, every facility.

Mr. *Brynmor Jones.*

37,189. Have you stated it at any public meeting?—No, I have not.

37,190. Have you sent any circular round to the tenants on the estate?—No, I have not. I do not think it is necessary.

37,191. Then when and where have you stated that you wished them to come forward?—When they asked me. When they said they were going to come forward, I said, "Do by all means." I have given no circular, and I think anybody who knows Sir Arthur Stepney's property here knows the friendly terms we are on, and that it is not necessary to do so.

Mr. *Brynmor Jones*—continued.

Mr. *Grove.*

37,192. Could you give us the name of any special individual that you have said that to; You speak in a general sense that they came forward and so on?—I forget the farmer's name, but the name of his farm is Llwyncynhwyra, near Llandilo. He said he had been selected by the people there to give evidence before the Land Commission. I said, "I hope you will."

Mr. *Brynmor Jones.*

37,193. Do you happen to know the gentleman who is in court,—I think it is Mr. Thomas Owen?—I know him.

37,194. If the matter is so well understood as you are now saying, how is it that this gentleman, when he saw you present, was afraid to come forward?—I will tell you how perhaps this arose. Mr. Vincent had not his second secretary here; the Commission divided and he asked me if I would mind going with Mr. Griffiths into the other room, so that I might bring a true report of what was said back. Mr. Vincent will say it is so, if necessary. I went with Mr. Griffiths into the other room; Mr. Owen came in there, and I suppose he has made this statement. Mr. Vincent said that his assistant, Mr. Stephen had not come, and would I kindly do it for him. I demurred at first, and I said, "It "will be misinterpreted." He said, "Will you "take your head clerk, Mr. Williams, with you." I took no notice whatsoever; we were talking about black cattle between the calling of the witnesses, and about bringing sires down here. I have never said a word to Mr. Griffiths or anyone else as to what was taking place, and my clerk, being able to talk Welsh, was dealing with the matter. That is how it occurred. I was never more surprised in my life than when this was suggested.

37,195. Still, if it was understood, as you told us, that the tenants were at liberty to come forward, I do not understand why your presence in that room should have produced the state of mind on the part of Mr. Owen?—I do not know at all, either.

Re-examined, 41,582.

The witness withdrew.

Mr. William Thomas re-called and further examined.

Sir *John Llewelyn.*

37,196. The following questions are handed in by Mr. Vincent: "Do I understand that the "original promise of Mr. Saunders was purely "verbal?"—He sent a message down to say that I was going to have 5*l.*

37,197 Was it in writing or not?—It was verbal

Sir *John Llewelyn*—continued.

Sir *John Llewelyn*—continued.

37,198. "Is it not the fact that the Cawdor, "Edwinsford, and Stepney estates are all held "by the Vaughan family, in its various "branches?"—I cannot say. I do not know anything about that, so I cannot say.

Sir *John Llewelyn*—continued.

37,199. "What landlords are not Welsh in your district?"—Mr. Jennings, Mr. Puxley—they are two Englishmen—and Mr. Brigstocke. Of course, there are not a large number of landowners yonder.

Re-examined, 41,582

The witness withdrew.

Mr. William Nathaniel Jones called and examined.

Chairman.

37,200. You are a County Councillor?—Yes, my lord.

37,201. Will you kindly read your statement to the Commissioners?—Yes. I am an auctioneer and farmer, living at Tir y dail, Ammanford. I am a tenant of Lord Dynevor's, and the tenants in my neighbourhood, for which I speak, are, on the whole, on good terms with their landlords, some of the smaller owners being considered as letting at higher rents than larger landlords. Tenants are anxious to get farms on the large estates, because it is felt that once a person gets a farm on one of these estates he is secure in that farm for life. The buildings on Earl Cawdor's, Lord Dynevor's, and Mr. Dubuisson's estates, are considered good, and temporary reductions are made during bad times. Lord Dynevor, whose tenant I am, resides on his estate, and shows great kindness towards his tenants by visiting them when ill, often paying their doctor's bills, assisting them when they lose cattle or sheep by death or by dogs. Now, of late this feeling of security has been largely shaken, in consequence of farms on these large estates having been put up to auction and sold. The result often has been that the farms are purchased by persons desiring to occupy them themselves, and the tenant has had to leave without a penny of compensation. I will give you one instance on Lord Crawford's estate. He is the Earl of Crawford and Balcarres. On his estate being sold a little time back, a farm, "Gellysilver," was bought by a person wanting to go there himself, and the tenant, who had been there for years, had to leave without a penny compensation outside a few pounds given him by the new owner. To re-establish the confidence of tenants it will be necessary to have some system that will give fixity of tenure, or some custom that will bring people back to the land, and keep them working thereon instead of neglecting farms, and causing them to get into a state of dilapidation, often meaning a loss to the landlord. I consider good buildings are of the utmost importance. It matters not what a man's rent may be if he has poor and inadequate buildings. I would rather see proper and efficient buildings insisted on than a reduction in rent. I consider the present Act as being useless. There should be some definite system or custom or law, giving to every tenant fair compensation upon leaving his farm. When arbitration is resorted to and the arbitrators fail

Chairman—continued.

to agree upon a third person as referee, power should be given to some person in each county to appoint such third person. I would suggest the chairman of the county council for the time being. I think it is of the greatest importance that agents should be able to understand and speak the Welsh language, and be approachable at all reasonable times.

Mr. *Griffiths.*

37,202. You say, Mr. Jones, that the tenants feel insecure owing to so many farms being sold?—That is so.

37,203. Do you know of any instances where the landlord has given compensation to a tenant who had laid out money upon his farm when the farm was sold?—I cannot give any definite instance of that, but I understand that when part of Lord Dynevor's estate was sold Lord Dynevor did give some compensation to some of the tenants who had to leave in consequence of the sale. Still what seems to be wanting is something definite that makes it binding upon the landlord to give, or at all events to secure for the tenant fair compensation.

37,204. You mean security for his improvements?—Exactly.

37,205. It is not the duty of the new purchaser to give the tenant compensation; he takes it as it comes?—Yes, he takes it as it comes.

37,206. Then you consider the Agricultural Holdings Act has been of very little benefit in this neighbourhood?—Very little benefit at all. I do not think half the tenants know it. I take it they do know that some kind of Act is in existence, but I do not think the bulk of them know the provisions of the Act at all.

37,207. Then you do not approve of a Land Court I suppose to settle a moderate rent?—That seems to be a very difficult question. I am half inclined to think that a Land Court would possibly bring to an end the good feeling that now exists between the better landlords and their tenants. It is possible that it would do so.

Mr. *Grove.*

37,208. Would that be so, if the landlord and the tenant always try to agree to terms mutually between themselves, and then only went to a Land Court in case of need?—Well. I take it that on the better estates the tenants and the

Mr. *Grove*—continued.

landlords generally do come to terms and do understand each other. Of course upon estates where the landlord is considered severe and harsh, I take it a Land Court there would possibly be of protection to the tenant, and give him that which he fails to get from his landlord.

37,209. But if it was understood, as it would be no doubt, that they only went to a Land Court in case of need, does not that do away with a great deal of the objection which the first remark would suggest, do you think?—It would possibly do that, because, of course, the good landlords would not want to appeal to the Land Court, nor the tenants under those landlords. Of course I only said that possibly the good feeling which is existing may be affected by the Land Courts.

37,210. But if the Land Court was only made use of when it was really necessary to do so, that would not interfere with the relations of a good tenant and a good landlord?—No, certainly not.

37,211. You spoke of a farm that was sold, and the sitting tenant had to leave it?—Yes.

37,212. And you said that he left without any compensation?—Yes.

37,213. Do you know what amount of improvements he put into that farm?—He had been living in that farm for nearly 20 years, and I myself had known the farm during very nearly the whole of that time, and the farm had certainly been improved to a large extent by grubbing up roots and one thing and the other, and hedges had been put in order and gates had been placed there by the tenant, and no doubt the farm had been enhanced in value, and when it was put up by auction it was worth more money than it was when the tenant took it.

37,214. Then you consider he was a good farmer, and that he improved the place?—Yes, exactly.

Chairman.

37,215. The following question is put by Mr. J. Ll. Thomas: "Is it a fact that the pollu-" tion of the river Loughor causes a great loss " to farmers on its banks between Pantyffynon " and Loughor? If so, what causes such " pollution, and what remedy would you " recommend"?—I am not a member of the committee that took this question up under the county council, but the report of that committee came before the county council, and they did say that the river was polluted between Pantyffynon and Pontardulais by the vitriol or washings of vitriol that came from the different tinworks upon the river. I think that committee recommended that the county council should take no action in the matter, because they felt, I think—I am speaking now out of book—but I think they gave it as their reason, that they thought the law was rather indefinite upon the point, and the council would rather be risking a case by trying the point. With respect to doing something to do away with that pollution, it is a very difficult matter. In some works I think it could be done easier than

Chairman—continued.

in others; take, for instance, the Pantyffynon works, those works are on a corner where two rivers meet, and I have no doubt to a certain extent this polluted water has to get into the river earlier than it would from other works that are at a greater distance from the river and are able to run their water down a long way through culverts or ditches before it gets into the river.

Mr. *Grove.*

37,216. I will just ask you one question, because I come from Monmouthshire, where we have a great deal of the same sort of thing. Do you know whether at the tin-works they try to get the copperas out of that acid?—I think they do in nearly all the tin-works that I know.

Chairman.

37,217. Then the following are questions by Mr. W. Llewelyn Williams: "Do you know of " cases where houses are built without any " definite agreement or lease between the land-" lord and tenant?"—On Lord Cawdor's estate I believe that nearly the whole of the village of Llandebie has been built upon the word of mouth of his lordship; no leases have been granted, only I think now there is a new agent appointed upon the Cawdor estate, and I have heard (and I believe it to be a fact) that he has given it as his opinion that leases should be granted, and that they would be made retrospective. But up to now I think the whole of the village has been built without any lease at all.

37,218. "Do you know of any other cases " than on Lord Cawdor's estate where farms " have been sold. If so, were the tenants certain " to receive compensation?"—I do not personally know about Lord Cawdor's estate, other than that I have seen farms upon his lordship's estate advertised for sale by public auction. On Lord Dynevor's estate farms were sold, and as I said just now, I am not in a position to prove it, but I believe his lordship did give some amount of compensation to tenants who had to leave, but I cannot give the amount as I have not had the figures.

37,219. "Do you know of any nonconformist " going to church upon being given a farm under " a churchman?"—Yes, I think I can answer that question. I take it you want names.

37,220. No, we will take it you have known such cases?—I do not know that there is any reason why the names should not be given; I am quite willing to give the names if you like.

37,221. Of course it would be better if you would, but we do not know whether the parties would object?—There is a gentleman in the county named Mr. Falconer—Mr. Robert Falconer, I think—who lived at a farm called Gwempa, down at Cidweli; I have been given to understand that he attended the Methodist Chapel for some years. He moved up to a farm adjoining my farm; the name of that farm is

Chairman—continued.

Myddynfych, and it is owned by a clergyman in Herefordshire. Since Mr. Falconer came to that farm to live he and all his family, barring one son, have gone to church.

Chairman—continued.

The witness withdrew.

Mr. Thomas Owen called and examined through an interpreter.

Chairman.

37,180 ,195; 270.

37,222. Where do you live?—Caegrosffordd, Llanelly.

37,223. Are you a tenant farmer?—Yes.

37,224. How many acres do you farm?—12 acres and some perches.

37,225. Twelve acres odd, at a rent of what?—20*l.*

37,226. Under what landlord?—Sir Arthur Stepney.

37,227 Is there anything that you particularly wish to say about agriculture, whether you are in favour of a Land Court, and so on. Tell us what it is you wish to state?—The place has been in my family since my grandmother and grandmother's time; I have made a lot of improvements there myself. In my grandfather's time the rent was 5*l.* a year, but when Mr. Chambers became the owner it was raised to 10*l.*

37,228. Did Mr. Chambers buy the estate?—I cannot say.

37,229. But how did Mr. Chambers raise the rent? Is he the agent or the landlord, or what?—He was the landlord. At that time there was no farm-house on the land.

37,230. But how many years ago was it raised to be 10*l.*?—About 70 years ago, more or less.

37,231. Who built the house?—My uncle who lived there, William Davies, agreed to pay 14*l.* a year.

37,232. Your uncle was the tenant?—He was tenant at the time, and he agreed to pay 14*l.* a year for it.

37,233 What year was that in?—He built the house and planted an orchard.

37,234. He agreed to pay 14*l.* a year and plant an orchard; how many years ago was that?—That I cannot say.

37,235. But about?—It was near 70 years ago. Mr. Chambers told him to go on building the house and planting the orchard.

37,236. Did Mr. Chambers help him in any any?—When the house had been built and the orchard planted and he got his lease, the rent was raised. He had been promised the place at 14*l.*, but the rent was given at 20*l.* instead of 14*l.*

37,237. But did Mr. Chambers help him to build the house or plant the orchard?—No. Mr. Chambers did not help him at all, but the understanding was that he should get it at 14*l.* a year.

37,238. And when the house was built Mr. Chambers raised the rent?—Yes; when he got the lease the rent was 20*l.*

37,239. And that is the rent it has remained at ever since?—Yes.

Chairman—continued.

37,240. Do you know how long the lease was?—It was a three lives lease.

37,241. How many lives are there in the lease left?—Oh, they have all gone.

37,242. What is your tenancy now under Sir Arthur?—The house has gone out of repair. I asked for repairs, but I could not get any.

37,243. When did you ask, and whom did you ask, Sir Arthur?—I asked Mr. Gaussen, who was the agent at that time, about 10 years ago. About nine or 10 years ago I received a lease from Sir Arthur Stepney for 40 years.

37,244. Instead of having any repairs done?—I was supposed to spend 70*l.* in repairing the house.

37,245. I understand you built the house entirely at your own expense?—Yes, I did.

37,246. It then got into bad repair?—My uncle built the first house; that went out of repair, and I repaired it again.

37,247. At a cost of 70*l.*?—70*l.* I had to spend on it for getting the lease; but when I began repairing the house the masons condemned it, and said I could not do anything without pulling it down altogether, because they had been mining under it. The present house, therefore, has cost me 136*l.*

37,248. Then, practically, you and your family have built the house twice over, and it is not your own?—I am in it now.

37,249. But you have only a 40 years lease; how many years remain of that lease?—About 30 years. I am not quite certain, but it is about 30 years.

37,250. Is there anything else you would like to say?—Besides that, I have built some outhouses. I have built the cow-house and pig-styes. I did not build the cow-house; I put a roof on to the cow-house. I built a pig-stye and a stable and a cart-house. All the improvements that I made there come up to about 250*l.*

37,251. Practically speaking, your landlord has done nothing except the walls of cow-house?—The old walls of the cow-house were there since my uncle's time. Messrs. Nevill, Druce, & Co., patched up the walls of the cow-house, because they had been working in the ground and injuring the walls; but I supplied all the timber for the cow-house. The condition of my lease is that if any land is required for building houses or for working minerals I must give it up at a month's notice. There was at one time a canal running through the land. Complaint was made that the water from the canal leaked into a coal-mine, and therefore the

Chairman—continued.

company determined to fill it up, and they filled it up with stones from the works, and I improved that place. I levelled the embankment and made it a presentable place, and then I had a month's notice that my landlord wanted it for building purposes. I sent in a bill for 10*l.* which I had paid to two workmen, somewhere about 10*l.*, for levelling this and putting a face on it, putting sward and so on. This did not represent all my expenses, because I had carted very many loads, hundreds of loads, to this. I sent in a claim for 10*l.*, which was disallowed.

37,252. Do you consider the terms and the conditions under which you hold your land fair and just to yourself as tenant?—No, I do not.

Mr. *Brynmor Jones.*

37,253. In what parish is your holding?—In the parish of Llanelly.

37,254. Has any abatement ever been made in your rent?—I have never received any. They have made an abatement to some this year, but I have received none.

37,255. Why have you received none if others have had abatements?—That is a question that I cannot answer.

37,256. Have you asked for it?—I asked for a small field instead of the acres that were taken away from me, in order that I might turn out my cattle, because the land I have now is very often under water during winter, and they laughed at me.

37,257. Had you any dispute ever with the landlord?—No never.

37,258. Is the Stepney estate chiefly in this parish?—There are a few farms down our way.

37,259. But I thought you were in Llanelly parish?—Yes; there are some others—Pencoed, Bryn, and so on.

37,260. I take it that the parish of Llanelly is, like the other parishes, Welsh speaking?—It is a Welsh parish, but the children in the schools begin to speak English pretty well now.

37,261. What language is habitually used by the tenant farmers and labourers?—The Welsh language.

37,262. Are they chiefly nonconformist in religion?—Yes, most of them.

Mr. *Griffiths.*

37,263. Your chief complaint is that your uncle had been promised a lease at 14*l.* a year, and when he went to get the lease he found that instead of 14*l.* he had to pay 20*l.*, is that it?—Yes. He did not get the lease till he had finished building the house and planting the orchard. Mr. Chambers told him to go on with building the house and planting the orchard, and then he would get a lease.

37,264. But he was never told that he would have to pay 20*l.* a year?—He would not have built it at all if he had known.

37,265. Then, in your case, you think the agreement is rather harsh at present?—I would

Mr. *Griffiths*—continued.

have been satisfied if I had been allowed to keep the land where I had laboured so much and spent so much in improving.

37,266. Did you make any complaint against that clause in the agreement, that you were to leave at one month's notice?—I would not have objected if the land was taken away from me for the purpose of building, or for the purpose of working minerals, but the land that was taken from me is now in the hands of a company, and they graze it.

37,267. Did they not tell you that it was for building purposes that it was taken?—That was the notice I had. The company have placed a small engine in the corner of one field to haul up coal. There was no need for this engine to be placed where it is; it would have been better if it were placed on another field, which belongs to Sir John Llewelyn, of Penllergaer. The collieries are all on the land of Sir John Llewelyn, of Penllergaer.

Chairman.

37,268. Some questions are handed up by Mr. Stephen: "Are you not an engine-driver in the tin-works?"—Yes.

37,269. "Is not your holding accommodation "land next to the railway station?"—No, there is no accommodation at all in it, as far as I can see.

37,270. I will ask the question again: "Is "not your holding accommodation land next to "the railway station?"—The land is not near the station, but the house and garden are near the station.

37,271. "Is not much of the property sur-"rounding your house building property in a "populous district?"—Yes, there is some building going on on the side of the turnpike road, but my land does not adjoin the turnpike road.

37,272. "Did you not receive compensation "for damage caused by subsidence from the "mining company?"—Yes, I did. Some of the land is under the rubbish tip from the coal mine, and I have received compensation for that from the company.

37,273. "Have you any papers, or have you "ever seen any papers, relating to the terms on "which your uncle got a lease?"—No, I have not got any papers, but I have heard him speak of it many times.

37,274. "Is not the land taken by the com-"pany used for tipping purposes?"—They have not tipped anything on it, but, as I have said, they have got an engine there.

Mr. *Griffiths.*

37,275. Is there any truth in what we have heard this afternoon, that some of Sir Arthur's tenants are afraid to come forward and give evidence?—I cannot speak about anybody except about myself. I did not intend to give evidence when I came down here to-day, but

Mr. *Griffiths*—continued.

one of the Commissioners asked me if I was going to give evidence, and I said that I was not going to give evidence, because Mr. Wilson was present, the agent of Sir Arthur.

Mr. *Griffiths*—continued.

37,276. What objection had you to Mr Wilson being present?—I thought that he would revenge himself on me more than he has done.

The witness withdrew.

Rev. Benjamin Evans called and examined.

Chairman.

37,277. You are an Independent minister?—Yes.

37,278. You have got your evidence in print here?—Yes.

37,279. Will you kindly read it to the Commissioners?—I submit evidence relating to Cil-a-Gwyn, Llanelly ——

37,280. Are you a farmer as well?—No; I had better explain my position. I have been asked by the landlady, Mrs. James, to appear here on behalf of her son, who is to-day at Carmarthen, and unable to attend.

37,281. Then will you proceed?—The rent, since 1854 is 190*l.*, with 10 per cent. abatement. Rent still too high, as rates, taxes, and labour have gone up, and farm produce gone down. Rent could not be paid were it not that three sons and two daughters work at home for nothing. The tenant has suffered enormously for the last 25 years for want of repairs. He has had to build out-houses, such as boiler-house, pantry, turnip-house, small stable for colts, open shed for store cattle, back kitchen, water closet &c. He also built an open shed for store cattle, the landlord supplying the timber. He had a small cart-house to hold two carts up to 1888; in that year he had to turn it into a chaff-room, leaving him without a cart-house to this day, which is a great loss, as the carts and implements are left out throughout the year. Prior to 1889 the barn was in a bad condition, water leaking through the roof and walls, which occasionally caused much loss. In 1889 he had to sell a part of the crops because he could not use the barn. In 1889, however, it was repaired by the landlord, and finished in 1890. The tenant did the haulage free of charge. This year he has had several changes, and the

Chairman—continued.

haulage was again done by him, except two loads. He is still in want of accommodation for the calves, being obliged to keep the calves in the open space (*côr*) of the cowhouse, in front of the cows.

Mr. *Grove.*

37,282. You say the rent since 1854 has been 190*l.*, with 10 per cent. abatement. Do we understand that the abatement has been allowed for the last 40 years?—No, it has been an occasional abatement, I believe, for between six and 10 audits, so far as I understand the question.

37,283. Are you acquainted with the way in which the agents give notice. Do they give notice when they are going to make an abatement?—I cannot say with regard to abatements.

37,284. We have had evidence that notice is given some three or four months before, so that the farmer need not get ready any more money than he really wants to pay on the rent day, which is a great advantage; but you do not know anything about that?—No, I do not.

Mr. *Griffiths.*

37,285. You say the tenant has laid out much money in building. On what security has he laid out this money. Has he any lease?—No, he has no lease.

37,286. No agreement?—I do not believe there is an agreement.

37,287. Who is the landlord?—Mr. Mansel Lewis.

37,288. Then his word is considered as good as a lease, I suppose?—Well, I suppose so.

The witness withdrew.

Mr. Thomas Hughes called and examined.

Chairman.

37,289. Do you wish to give some evidence before the Commissioners?—Yes.

37,290. Will you kindly tell us what about?—With regard to the foreshore and the harbour.

Chairman—continued.

37,291. Will you tell us where you live?—Richard Street. See evidence of next two witnesses.

37,292. Are you a member of the county council or the town council?—I am chairman of the Harbour Commissioners.

Chairman—continued.

37,293. And a member of the county council?—Of the local board.

37,294. What would you like to tell us?—Perhaps I had better read what I have written here.

37,295. If you please?—The commissioners have spent a large sum of money on works for the maintenance of the depth in the harbour and channel leading thereto from sea. Despite the fact that the jurisdiction of the commissioners extends by Act of Parliament to the limit of tidal waters, the natural tidal capacity has been reduced by private parties, and the commissioners have been compelled to spend large sums of money over scouring reservoirs to compensate for that reduction. These reservoirs have not been so successful in maintaining the depth in the harbour which existed previous to the above-mentioned encroachments, in consequence of their not being so advantageously situated for scouring the channel in the harbour. To mitigate the prejudicial effect of the encroachments, the commissioners have in the past been compelled to lease certain tidal lands from the Crown for the disposal of slag, which is the refuse from one of the staple industries of the district, the disposal of which has in the past, and is at present, encroaching upon the tidal portion of the harbour, and resulting in damage thereto. The apparently anomalous fact exists that all a private individual requires to do in order to be entitled to encroach upon the limits of jurisdiction of the Harbour Commissioners, as defined by Act of Parliament, is to obtain a lease of the foreshore from the riparian owner or owner of land contiguous to the tidal portion of the estuary. So long as this encroachment is permitted under existing circumstances the extinction of the harbour is simply a matter of time. The prejudicial effects of indiscriminate reduction of tidal capacity in a harbour has been placed beyond doubt. The commissioners have jurisdiction over the channel from sea to Llanelly and the small shipping places above. The channel at present wanders about and changes its course, to the advantage of no one and the incalculable harm of the port and harbour of the town and district of Llanelly. It would appear that as the channel alters its course the ownership of the foreshore alters. The maintenance of a defined channel would be of inestimable value to landowners themselves, and the Llanelly Harbour Commissioners, who practically represent a large ratepaying community, having a scheme in course of execution for obtaining this object by means of training walls across sand-banks, which are at present in undisputed possession of the waters of the Atlantic, are hampered by the payment of subsidies to the reputed owners of these sand-banks before they can carry out the works so vitally affecting the prosperity of the district and the value of the land in proximity to the channel. It is therefore submitted, that had the commissioners an interest in the foreshore, the value of which is dependent upon the improvement works of the commissioners, the port and district would benefit without harm to any one. The case of the River Tees on the east coast may be advanced as a precedent for such a suggestion. The jurisdiction of the Tees Conservancy Commissioners extended as far as the river was tidal, the line of high water ordinary spring tides being their boundary. Upon the Tees, as in the Burry Inlet, there existed many acres of waste and tide-washed lands. By the reclamation and sale of these the said commissioners, after their available funds had been exhausted, were enabled to raise more funds for training and dredging and otherwise improving the channel and port. 2,600 acres of land have been reclaimed there from the estuary, at a cost of 110,000*l.*; 1,200 acres had in 1889 been sold for the sum of 209,432*l.* Of this sum, the Tees Conservancy received one-half, the riparian one-fourth, and the Crown-one fourth. There then remained 1,400 acres unsold, which has since to a great extent been sold or leased to the promoters of salt industries, rock salt having been discovered under the reclaimed land. But for the interest which the commissioners had in this land it might have remained waste to this day, the funds from the mortgage or sale of which contributed to the improvement works carried on in the harbour; and the facilities afforded by the improved waterway are responsible for the opening and development of the Cleveland iron and salt, shipbuilding, and other industries on its banks, and the development of the town of Middlesbro', with its 80,000 inhabitants, which 70 years ago was represented by a farm-house. The interest of the Commissioners of the Llanelly Harbour and Burry Navigation in the port is the same as that of the Commissioners for the port of the Tees, namely, the levying of dues on the shipping for the buoying and lighting and improvement of the channel. It is then submitted that their interest in the foreshore should be the same, failing which they should at least have the right of pre-emption of the foreshore rights from the Crown.

Mr. *Brynmor Jones.*

37,296. Do you suggest any further legislation?—Well, I thought we would avail ourselves of the opportunity of your presence to propose that.

37,297. Yes. What suggestion do you make in regard to the existing law?—We believe the object of the Commission is to legislate on the lines laid down by the parties who come here to offer suggestions, and I think that the suggestions contained in the few remarks I have made may be an inducement to you to recommend legislation in future on these lines—that a ratepaying community, if they carry on constructive works, should have the first claim on any reclaimed land. I may say it is the intention of

Mr. *Brynmor Jones*—continued.

the Llanelly Harbour Commissioners to construct works in the near future, which, as well as improving the harbour and the estuary, will reclaim a lot of what is at present waste land.

Mr. *Grove.*

37,298. Does that statement define the boundaries of the port of Llanelly?—Yes, it embraces the whole of the estuary.

37,299. Then you speak of the reputed owners of sand-banks. Do you suggest that there is a question of ownership?—Well, there are several riparian owners. We have from time to time, when carrying out the work of laying down training banks, had to get their consent, and also pay them subsidies for the tipping of slag.

37,300. You spoke about the experience of the Tees. That is a very large experience, and a very valuable one. Where do you get your details from. Is that in a Parliamentary paper that we can avail ourselves of?—Yes.

37,301. So that the whole of that can be brought before us?—Yes.

37,302. There you say they reclaimed by using, if I remember rightly, cinder from the blast furnaces?—Yes, that is to say, works of a similar nature to what we are carrying out here.

37,303. And they have reclaimed a very large tract of land which they have subsequently sold at a considerable profit?—Yes.

37,304. So that they have done this immense amount of good at the same time that they have been able almost to pay for the cost of doing it?—That is so.

The witness withdrew.

Mr. George Blake called and examined.

Chairman.

37,305. Whom do you represent?—I represent Mr. Mansel Lewis, the owner of the foreshore.

37,306. Is he the owner of the whole of the foreshore?—Yes, down to low-water mark.

37,307. Do you wish to say anything upon what has been said by the last witness?—I wish to specifically rebut a statement made by Mr. Hughes, evidently under a misapprehension of the facts. Mr. Mansel Lewis claims to be the owner of the whole of the foreshore to the seaward of the Great Western Railway; right away down to low-water mark. With regard to the improvements which the commissioners have in contemplation, I submit that they can only be made with the consent of Mr. Lewis. If the result is anything in the direction that Mr. Hughes states, in my opinion I may say that Mr. Lewis's consent would be forthcoming as a matter of course, his own interests being identical with those of the Harbour Commissioners and the ratepayers. With your lordship's permission, I will show you a map which is attached to a deed of grant dated the 4th March 1866. It is a deed of grant from the Crown to Mr. Mansel Lewis, and, with your permission, I will explain a part of the map.

37,308. Is this one of the grants in which the Crown has given the foreshore to a private individual?—Yes, I wish specifically to rebut Mr. Hughes' statement in reference to the difference in the tidal points. He said that the foreshore boundary fluctuates. What I wish to emphasise is that in 1866 *that* (*pointing*) was a defined line of high-water mark, *this* was the ascertained and defined limit of medium of high-water mark. A point is *here* given, point CCC, which represents the then point of low-water mark. Those are the specific points in which Mr. Lewis claims absolute private interest, and as I gather from Mr. Hughes' remarks, he rather begrudged Mr. Lewis's claim in that respect.

Chairman—continued.

Mr. *Brynmor Jones.*

37,309. Was this grant given in consequence of some litigation that had taken place?—This grant is really a compromise. Litigation had been going on for many years with the whole of the frontagers to the land between Pembery and Llanelly. Mr. David Lewis, the father of the present owner, successfully contended with the Crown up to a certain point, when he then submitted to a compromise, the terms of the compromise being that the Crown gave Mr. Lewis an absolute grant in respect of the land, the surface points of which are *here* and *here*, together with the whole of the minerals. Mr. Lewis accepted a grant of the surface only, and gave to the Crown any rights which he might have in anything underlying the surface to the seaward of the railway wall. Of course I am apprehensive that the effect of Mr. Hughes' proposal will be that the commissioners will interfere with these rights and limits, and I thought perhaps you would allow me to make this statement, and I thank you for the opportunity.

37,310. That is a different case from the case of Swansea, where practically legal rights were claimed. Mr. Mansel Lewis only claimed, as I understand, the ordinary proprietary rights?—Yes, those acquired by grant from the Crown.

Mr. *Grove.*

37,311. Supposing that the coast advances or recedes permanently would those lines marked on the map there of high water and low water be altered in any way?—I think so.

Mr. *Grove*—continued.

37,312. You do?—I beg your pardon, not those lines.

37,313. Those are fixed?—Those are fixed points.

Mr. *Grove*—continued.

37,314. So that the effect of the tide would not alter those?—Mr. Hughes' statement is not correct in that respect, because the boundary is now within certain well defined points.

The witness withdrew.

Mr. RICHARD WILLIAMS called and examined.

Chairman.

See evidence of the two preceding witnesses.

37,315. What standing have you in Buryport?—I am a surveyor in Buryport, and I represent the overseers of the parish.

37,316. You are a surveyor?—Living at Buryport.

37,317. You are surveyor and overseer of the parish?—No, I represent them here.

37,318. What do you wish to tell the Commissioners?—The overseers wish to claim the portion coloured green on that plan. That is the portion of the foreshore south of the Great Western Railway. There are about 300 acres of land that have been reclaimed from the sea during the last 20 or 30 years. In the interests of the parish they think it ought to become their property. That black mark represents a bank of slag carried on by the sea from the copper works, and has been the means of reclaiming a great portion of that land. It is about a mile long.

Mr. *Brynmor Jones.*

37,319. You are one of the overseers?—No, I represent the overseers. They asked me to attend.

37,320. The overseers of what?—The overseers of the parish. They asked me to attend on their behalf. There have been several meetings in connexion with parish property lately at Buryport, and this is the outcome of one of those meetings.

37,321. But this is an accretion to the land by the receding of the sea to which I suppose ordinary legal doctrines will apply?—The parish think they ought to claim it, because there are a great number of sheep grazing there every day,

Mr. *Brynmor Jones*—continued.

and the parish receives no benefit in the shape of rates and taxes from it.

37,322. I am afraid that upon that statement only the ordinary legal doctrines must apply?—Yes. We thought that if any legislation takes place as the outcome of this Commission we should be put upon the same footing as other people.

37,323. If there is no other owner of the foreshore you will find that the Crown has rights, and I should recommend your looking at the evidence that was given before us in London by one of the officials of the Board of Trade, Mr. Charles Cecil Trevor, the Assistant Secretary to the Board of Trade, upon this matter of foreshore. You might possibly find an application to the Crown would lead to the protection of your interest. I do not know, but it might be worth your while to consider that evidence.

See 27,94

Chairman.

Mr. Trevor gave evidence on Friday, January the 26th of the present year.

Mr. *Brynmor Jones.*

You had better read his evidence. It is very full evidence of the treatment of foreshores by the Crown according to its policy. You will incidentally gather from that the law bearing on the subject. You might also look at the evidence of Mr. Sowray the late Principal Clerk to the Commissioners of Woods and Forests.

See 27,56

The Witness.

I am much obliged to you.

The witness withdrew.

Adjourned to Llandilo.

Llanelly, 16th April, 1894.

Second Court.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR.)

Professor RHYS, M.A., LL.D
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. THOMAS JENKINS called and examined through an interpreter.

Sir *John Llewelyn.*

37,324. Have you given your evidence in Welsh before one of the Commissioners?—Yes.

37,325. And is this a correct statement of your evidence?—I have more to give.

The following statement of the witness was then read:—

Evidence of Thomas Jenkins, butcher, Panteg, Felin Foel: I submit the following resolutions, which were unanimously passed at a public meeting of tenant farmers convened by publication in all the chapels of the rural district of the parish of Llanelly), held at Felinfoel, Monday evening, April 2nd, 1894, and which were ordered to be sent to the Secretary of the Land Commission:

1. "That in our opinion, the rents generally are too high, as the wages of servants are much higher now than they have ever been, rates constantly increasing, and the price of stock greatly reduced.
2. That, in our opinion, the farmers feel a want of protection against increased rents on account of improvements carried out by tenants.
3. That, when farms are sold, the new landlords invariably aim at increasing the rents, and no compensation is paid the tenant for improvement.
4. That a Land Court should be established for Wales.
5. That labour is more scarce now than it has been for the last 50 years, inasmuch as cottages have been allowed to become ruins.
6. That where a remission in rents is made to tenants, no reduction can be obtained in rates, as the old assessments remain the same.
7. That, in our opinion, neither stamping foreign produce nor placing duties on them will benefit the tenant farmers.
8. That tenant farmers will not benefit by establishing butter factories.

JOHN JAMES,
Chairman of the meeting."

I also wish to give evidence on the inconvenience and the losses which tenants suffer through bad buildings, and the injustice with which farmers are treated who have improved their farms, by being given notice to quit on the ground that the rent is too cheap. Witness will also speak of the loss suffered by some farmers through rabbits, game, and haulage of timber, and absence of compensation. He will also give instances where farms which were improved by the tenant were sold by the landlord without any compensation being paid to the tenant.

Sir *John Llewelyn*—continued.

37,326. Do you wish to add to that?—I wish to add what is contained in these written documents. I appear on behalf of Mr. James Anthony, tenant farmer of Gellylysyed, whose landlord is Mr. C. W. M. Lewis. This is the evidence of Mr. Anthony.

37,327. Is this the evidence of another person who might be here?—He cannot be here, but I can verify everything he states.

The following statement was read:—
"Evidence of Mr. James Anthony, of Gellyly-
" syed, a tenant farmer under Mr. C. W.
" M. Lewis: My father took the farm in
" 1882. The buildings were in a bad state
" at the time and he was promised that they
" should be repaired during the first six
" months, but nothing has been done so far.
" We have, through the bad state of the build-
" ings, suffered great inconvenience and a great
" deal of loss; we have had a good deal of loss
" in cattle and in corn, and we lost two fat
" oxen because we had not a proper place
" wherein they might be protected from the
" weather. We have suffered loss in corn owing
" to the bad state of the barn. We have had
" no cart-house at all since 1884, when the wind
" blew it down. The pig-styes are so bad that
" we have not been able to keep pigs for some
" considerable time, which is also a great loss.
" With regard to the land, it had been greatly
" neglected and a good deal of it had been
" allowed to run waste and grow wild. The
" two previous tenants had been there only two

Sir *John Llewelyn*—continued.

" years respectively, and in order to meet the " then bad state of the land we had twenty tons of " lime from the landlord. The hedges or walls " were in a very bad state at the time, and " there was hardly a gate on the place. New " gates were promised at once, but we did not " get one. We have by this time cleaned a " good deal of the land and made drains on part " of it, and also have limed and put manure and " raised fences on it. In order to do this we have " been obliged to live hard and work hard, and no " one did eat the bread of idleness. I worked at " home without wages, and I did this because we " thought that it would be an advantage to us " in the future, and now after suffering the " inconvenience and the loss through the bad " state of the buildings and through cleaning " and bringing the farm to a good condition and " enclosing it, I have been served with a notice " to quit without any reason being given " beyond that the rent of the farm is too low."

37,328. This all refers to Mr. Anthony?—Yes, that is all Mr. Anthony's statement. Then I give evidence on behalf of Mrs. Mark Bartlett.

37,329. Could Mrs. Bartlett have been here herself to give this evidence?—It happens to be a very inconvenient day in this district in consequence of the John Brown Fair at Carmarthen. I can give evidence about Caemawr, near Llanelly.

37,330. Do you mean that you personally know the facts?—I do with the exception of the first rent 31 years ago, but I had it from Mrs. Bartlett herself.

The following statement was then read:—" Caemawr, near Llanelly; tenant, Mrs. " Mark Bartlett; owner Mr. W. Davies, sta- " tioner, Llanelly. This property first of all " belonged to the Dundas estate. When Mr. " David Bonnell, the first husband of Mrs. " Bartlett, took the farm some 31 years ago the " rent was 50*l.* In a few years it was raised to " 60*l.*, and soon afterwards the place was sold " to Mr. Lewis, of Stradey, and then the rent " was raised to 80*l.*, and in some three or four " years after this, without any choice of their " own, they were obliged to take 18 acres of " other land which was not in good condition " for 21*l.*, which made the rent altogether 101*l.* " At the end of the year 1892 the farm was " sold to Mr. W. Davies, stationer, of Llanelly, " with the exception of 11 acres, for the sum of " 3,150*l.* The present rent is 100*l.* The farm " which 31 years ago was taken for 50*l.* is now, " with 7 other acres, 100*l.* in rent. Mr. and " Mrs. Bartlett say that they feel that they " have brought all this on themselves by their " own continual efforts to improve the land, " that they have not made anything for them- " selves, and that they are obliged, much as " they are attached to the place, to give it up " because they are unable to pay the rent."

37,331. You are a butcher yourself?—Yes.

37,332. Do you occupy any land?—No, I do not. There is another thing I can speak of in reference to Mr. H. Bowen, of Berllan Dywell, Felin Foel.

Sir *John Llewelyn*—continued.

37,333. What is the reason for his not attending?—I cannot say why he does not come forward. He told me he would be here, and if he could not be here he asked me to read it for him.

37,334. Do you testify to the facts of your own personal knowledge, or is it merely hearsay?—This is not hearsay. I am able entirely to corroborate everything, because I was born in the place.

37,335. We will take anything which comes within your own knowledge?—This does.

The statement was read as follows:—" H. Bowen, Berllan Dywell, Felin Foel: " He took " the farm of Cwtta, near Llanelly, on the " Stradey estate, 23 years ago. It had been " unlet for two years, and the crop for two years " was sold for 13*l.* He took it at 30*l.* on the " promise that repairs were to be made at once. " But this was not done for 16 years. The land " when he took it was a wilderness, without a " hedge on it; he kept people to make hedges and " clean it, and made it one of the best little farms " in the whole district. It was sold two years ago " for 1,200*l.* (with the exception of 3 acres) to " Mr. W. Williams, Tirbuan, Felin Foel, and " because he refused to pay the price Mr. Williams " asked, he had to leave. The present tenant " pays 45*l.* for the farm and 3*l.* to Mr. Mansel " Lewis for the 3 acres unsold. The whole rent " on the farm is now, therefore, 48*l.*"

37,336. You have added at the end of your evidence this: " The witness will also give " evidence on the inconvenience and the losses " which tenants suffer through bad buildings, " and the injustice with which farmers are " treated who have improved their farms, by " being given notice to quit on the ground that " the rent is too cheap." Have you anything to add to that?—I meant to say that the evidence by Mr. James Anthony confirms what I state in my own evidence.

37,337. Do you say anything with reference to the loss suffered through rabbits?—That has to be withdrawn. That I have not stated anything about. I have kept it back. There are not many rabbits in the village, but there are very many in the neighbourhood.

37,338. For my own satisfaction, I should like to ask you the question, do not the tenants kill them of their own accord when they like?—They cannot under some circumstances.

37,339. What are those circumstances?—The woods or cover surround the land, and there are no holes between the woods and the farm land.

Mr. *Richard Jones.*

37,340. No holes or burrows in the fences?—Between the woods and the land.

Professor *Rhŷs.*

37,341. Do you mean that they cannot trap them on their own land?—That is it.

37,342. Where is that?—That is on Gellifechan, part of the Stradey estate.

Professor *Rhŷs*—continued.

37,343. That is not near Berllan Dywell, Felin Foel, is it?—It is not very far off.

Mr. *Richard Jones.*

37,344. There is one other question arising out of your evidence. You say you can give instances where farms have been improved by the tenant, sold by the landlord, and no compensation paid to the tenant?—I meant the farms upon which I have given evidence, and also there are others.

37,345. Do you know of others?—Oh, yes, there is another farm adjoining.

37,346. What is it called?—Ysgybor isa.

37,347. Were there many tenant farmers at this meeting?—Oh, yes.

Mr. *Seebohm.*

37,348. How many?—I cannot give the number.

37,349. One hundred?—No.

37,350. Fifty?—Say 40. There have been several meetings held there.

Professor *Rhŷs.*

37,351. How many tenant farmers would there be living within reach of it that you could expect to come? Supposing they were all to come how many would there be?—I cannot say exactly—50 or 60.

37,352. There would be 50 or 60 altogether?—There might be more.

37,353. Then 40 out of 50 or 60 was a good meeting?—Yes.

Mr. *Richard Jones.*

37,354. You say, "That, in our opinion, the "rents generally are too high, as the wages of "servants are much higher now than they have "ever been, rates constantly increasing, and the "price of stock greatly reduced." Have the landlords recognised the bad times by making abatements in the rent in your district?—Yes, some.

37,355. To what extent?—Some give 5 per cent. and other 10 per cent.

37,356. How many give over 10 per cent?—I do not know of any over 10 per cent.

37,357. When did the abatements commence?—I cannot say exactly; two or three years ago.

37,358. 1886?—No.

37,359. After?—Yes, after.

37,360. Nothing before?—No, I do not remember anything.

37,361. What reductions have been made this last year, say the last two audits?—5 per cent. and 10 per cent.

37,362. You do not know of any case of permanent reduction?—No, not one.

37,363. Do you know whether the tenants on any of these estates have combined to ask for a reduction in rent from their landlords?—No, I do not.

37,364. Do you think it is from fear or anything of that kind?—Well, there is a great deal of that.

Mr. *Richard Jones*—continued.

37,365. You think that the tenants would be afraid to start it for fear they would be marked men?—Yes; I can give you an instance. At our meetings one said, "Well, I will not do any-"thing unless we sign our names."

37,366. A round robin?—Yes, and others suggested a union. That feeling does exist very strongly.

Mr. *Seebohm.*

37,367. Is the fear against the good landlord or the bad landlord?—The bad landlord.

37,368. The fear of offending a good landlord is sometimes quite as deterrent as the fear of offending a bad landlord?—Well, it is the bad landlord.

Sir *John Llewelyn.*

37,369. What is the fear with respect to a bad landlord—that he would turn the tenant out of a farm?—Well, yes.

37,370. Are there any cases in which a bad landlord has turned the tenant out of his farm?—No, not exactly.

37,371. You do not know of any capricious cases yourself?—No, not exactly turning them out.

37,372. But they are afraid of it, you say?—Yes.

Mr. *Richard Jones.*

37,373. Is the Agricultural Holdings Act operative in your district? Do they make use of it?—No.

37,374. You think the tenants are not acquinted with the provisions of that Act?—No, they are not, they are quite ignorant of it.

37,375. And there are no provisions in the agreements for compensation?—Not that I know of; I never heard of it.

37,376. Have you any copies of the agreements?—No, I have not.

37,377. And the landlords, generally speaking, do not give their tenants copies of the agreements?—That is what I cannot answer. I do not wish to answer anything beyond my own knowledge.

37,378. Are farms often sold in your neighbourhood?—Several lately.

37,379. Single farms or estates?—Well, part of estates, and there has been a whole estate sold—the Sartoris estate—the Llangennech estate.

37,380. Do you know of any cases where the tenants have bought their farms where they have been offered for sale?—Two that I know of.

37,381. At a public auction?—Yes, at a public sale.

37,382. Do you think that these men, if there was security that they would get compensation for unexhausted improvements, would buy their holdings?—No, I do not; they would not.

37,383. You think that they bought their farms in order to secure the fruits of their own labour?—Yes, exactly.

Mr. *Richard Jones*—continued.

37,384. And by so doing, perhaps paid for their improvements twice?—Yes, that has been the case.

37,385. What do you suggest would be the functions of a Land Court?—Well, to secure justice to the tenant. So far as I understand all the tenants want is to feel that they get justice and fair play. They want some authority behind them to secure that.

37,386. To decide the question of the adjustment of rent and the settlement of any dispute which may arise between the landlord and tenant owing to improvements made by the tenant?—Yes, or anything that may arise.

Sir *John Llewelyn.*

37,387. Do you think the amount of rent ought to be adjusted by the court?—Well, that is the feeling amongst the tenant farmers.

Professor *Rhŷs.*

37,388. That is where they could not agree amongst themselves?—Yes.

Sir *John Llewelyn.*

37,389. Should the rents be fixed according to present prices do you think?—They could not do anything different except to have some sort of sliding scale.

Mr. *Richard Jones.*

37,390. Do you swear by a sliding scale, or is this what you mean, that the price of stock and produce should be considered when the rent is adjusted. Is that what you mean?—Yes.

37,391. Over what period should you say that ought to extend?—Say every 12 months.

37,392. You say that the tenant farmers will not benefit by establishing butter factories?—Yes.

37,393. I believe you have a butter factory in Carmarthenshire?—St. Clears.

37,394. What has been the result of that experiment?—I am told it has not been very successful.

37,395. Do you think it has been managed properly?—I do not know; I never was there; but it would not pay here.

37,396. Why?—In consequence of the distance that the farmers would have to bring their stuff.

37,397. It would be too far?—Yes, and when the question arose at that meeting very strong words were uttered upon the point that it would be a loss in many ways.

37,398. It is possible there may be a certain amount of prejudice in the minds of tenant farmers against any innovation, anything new. Do you think that?—No, I do not think that.

37,399. Do you find that the tenant farmers in this district are pretty ready to drop old methods of farming and adopt new methods?—Yes.

Mr. *Richard Jones*—continued.

37,400. Then there is a bit of enterprise about them?—Yes, but in consequence of the uncertainly and the unjust advantage that has been taken by several landlords and their agents it kills that speculative spirit.

37,401. They do not feel inclined to carry out improvements because of the fear that the money laid out will be confiscated?—Yes, we have so many instances of it.

Mr. *Seebohm.*

37,402. Do you happen to own land yourself?—I do not. I was acting as secretary for the farmers of the neighbourhood.

37,403. As to this farm which you told us about, and which had its rent raised from 50*l.* up to nearly 100*l.*, or 100*l.* with the 7 acres added, and which sold at 3,150*l.* in 1892, was that bought by a farmer?—No, a tradesman.

37,404. Do farmers often buy the farms when they are to be sold?—There are some cases.

37,405. Do you think that they would be willing if they had given a price for land to have a Land Court and to let it to tenants?—I daresay they would.

37,406. Do you find small purchasers of that kind make good landlords?—Well, there are exceptions; some are good and some are bad.

37,407. Is it not chiefly the small landlord who has given rather too much for the land who makes the difficulty?—Very often; but we have instances both ways.

37,408. Your great difficulty arises when land gets into the market and is sold?—I can give instances of tradesmen in town buying farms and treating the tenant well.

Sir *John Llewelyn.*

37,409. There are some questions put in by Mr. Vincent. The first question is: "I understand you want a land court to fix rents "according to present prices. Is that so"?—Yes.

37,410. "If there were such a court would it "not be difficult to assess compensation for "improvements?"—I do not see it.

37,411. "If not, what would you say the "landlord ought to pay. Ought he to pay what "the tenant has spent, or a part thereof?"—Say a part of it.

37,412. "Or ought he to pay a sum repre-"senting the improved lettable value as assessed "by the court?"—I do not quite grasp that; I do not understand it.

Mr. *Richard Jones.*

37,413. What Mr. Vincent means is this: Whether a Land Court should give its decision in this way, that the whole improvement should be paid for, whether it was really an improvement to the succeeding tenant or not, or whether only so much should be paid for as would increase the value of the holding to the succeeding tenant?—If there is an improvement being

Mr. *Richard Jones*—continued.

made it must be an improvement for the succeeding tenant.

37,414. It does not of necessity follow?—If he improves the land, and makes a 10*s.* land wo th 1*l.* it must be an improvement to the succeeding tenant.

Sir *John Llewelyn.*

37,415. It would not follow of necessity that it would be an improvement to a succeeding tenant. Then the next question is: "Are not judicial rents and full compensation "for improvements inconsistent propositions?" —Not in the least.

37,416. Then, "You say you give Bowen's "evidence 'of your own knowledge.' How can "you possibly know of your own knowledge "the 'promise,' presumably made by somebody "else, on which he took his farm"?—Well, I had the promise from Mr. Bowen, but as to the condition of the land at that time I am able to answer—the improvements that have been made afterwards.

Professor *Rhŷs.*

37,417. You have spoken about a Land Court. Supposing a Land Court was established, do you expect that every tenant and every landlord would go to the court at once in respect of their rent?—No, I do not.

Professor *Rhŷs*—continued.

37,418. You think, then, it would only be a small number who would go?—

37,419. That is where they could not agree with one another?—Well, mostly so, because there are many that would agree.

37,420. You do not suppose that the cases which would go before the court to adjust the rents would be numerous in proportion?—No, I do not, because there are many farmers quite satisfied.

Mr. *Richard Jones.*

37,421. Do you mean that the existence of a sort of Land Court would be a source of strength for the tenant to treat with his landlord?—It would, undoubtedly.

Sir *John Llewelyn.*

37,422. Do you think lawyers ought to be admitted to that court?—The less the better.

The witness withdrew.

Mr. MOSES REES called and examined through an interpreter.

Sir *John Llewelyn.*

37,423. Are you a tenant farmer of Glyn Fach Farm, Llangyndeyrn, Cidweli?—Yes.

37,424. This statement has been read over to you, and you say it is correct?—Yes.

The following statement of the witness was read:—

PERSONAL.

I am the fourth tenant, since the year 1874, of Glyn Fach Farm, Llangyndeyrn, Cidweli, which belongs to the Glyn Abbey Estate, two of whom totally failed, and were obliged to give the farm up owing to the unreasonably high rent. And were it not for my working out in the coal works most of my time I would have been the same as my predecessors, a bankrupt. In 1874 this farm was bought by the owner of the Glyn Abbey Estate. Before then it was 28*l.* rent with 6 acres more land to it than there is now. After it was bought the rent was raised to 36*l.* 2*s.* 6*d.*, though 6 acres of best land were taken away. Again the rent was raised by 2*l.* 10*s.* as interest on money which was to be expended on re-roofing the house. This new roof has never been done, so that the sum of 2*l.* 10*s.* has been paid yearly for 20 years as interest on money which was never expended. I took the farm in 1884. For the first two years the landlord gave me 3*l.* 10*s.* worth of lime for the land; after the said two years he declined to give the lime. Then I gave notice to leave, and, after this, was allowed 3*l.* 2*s.* yearly instead of lime. I also received 10 per

Sir *John Llewelyn*—continued.

cent. abatement after a hard fight the last two half-yearly payments. That is all I have received. The farm was in a very bad condition when I took it. A large portion of it was underwood, and many fields had been neglected and allowed to run wild. In 1885 I took to cleaning half an acre of wild land, which cost me 2*l.* In 1886 and 1887 I cleaned two fields, measuring together 7½ acres, which had to be dug with mattocks, and cost me a sum equal to 8*l.* Again, in 1887 and 1888 I cleaned another field, 2½ acres, which cost me 5*l.* In 1888 I cleaned another field, which was full of furze, 3 acres, cost 4*l.* In 1893 a field of 2 acres, which was all over furze, thorns, and prickles, cost 5*l.* Total, 24*l.* Under the present depression in prices for stock, on which we depend, it is impossible to pay our way, and if times were even better I could not pay the present rent.

Mr. *Seebohm.*

37,425. May I ask what is your other employment?—Cutting coal, a collier.

Sir *John Llewelyn.*

37,426. Cutting coal or working it?—I work in the colliery, and I keep this place at home.

37,427. Did you take this place as a residence whilst you were working the coal, or did you take to the coal because you found that your farm was not paying?—I tried it for three years and I failed, and I had to go to work at the coal.

Sir *John Llewelyn*—continued.

37,428. I suppose there is competition for such a farm as that by people who are engaged in the collieries?—No.

Mr. *Richard Jones.*

37,429. Which would you rather be at, in he coal-pit or on the farm?—On the farm.

37,430. Is that the reason that you cling to it, because you have a liking for the land?—Because my wife was brought up on a farm and she likes being on a farm, and she looks after the place at home and I go off to work.

37,431. Is the farm big enough to give you full employment, that is, if you were to look after it properly. Is there sufficient work for you to manage the farm?—Yes.

37,432. You find that it would not pay you to do so and that you are obliged to go into the pit?—As the rent is now.

Sir *John Llewelyn.*

37,433. You have laid out 24*l.* in improvements on the land?—Yes.

37,434. Under the Agricultural Holdings Act you can get security for that, can you not, by getting the sanction of the landlord for the outlay?—I did not know of the Agricultural Holdings Act.

37,435. It is worth looking at?—Thank you.

37,436. The landlord is dead, is he not, and it is in the hands of trustees?—Yes.

37,437. Have you approached them with regard to a reduction of the rent?—Oh, yes, and the answer I get is that I must stick on until times are better.

37,438. Have you a lease?—No.

Mr. *Seebohm.*

37,439. In case you were to give it up, do you think there would be many applicants for your farm at the present rent?—No, I do not think there would be many after it; the rent is too high.

Mr. *Richard Jones.*

37,440. Do you think the trustees would give you any portion of the 24*l.* which you have expended on the land?—We have asked them for it, but they have not given anything.

37,441. Supposing you left it, do you think you would get anything?—No, I do not think so. If they gave me notice to go I should have to go.

The witness withdrew.

Mr. Evan Harries called and examined through an interpreter.

Sir *Sir John Llewelyn.*

37,442. Do you live at Tyrmorfa Farm?—Yes.

37,443. Where is it situate?—It is situate about three miles from the town of Llanelly.

37,444. In which direction is your farm?—Below Llwynhendy.

The statement of the witness was read, as follows:—Tyrmorfa Farm, situated about three miles from the town of Llanelly, and the present tenant, Mr. Evan Harries, has held it for 19 years. Owner, Mr. Caradoc, Bath. The rent for first eight years was 100*l.*; subsequently it was reduced to 90*l.* Area of farm is 45 acres together with a few acres of salt marsh which is continually being cut by the tide and decreasing in size. Tenant complains that the rent is too high, and that he has been compelled to sell his own property to pay the rent. Tenant also complains of his agreement, inasmuch as he is not allowed to farm as he wishes, being only at liberty to plough the two worst fields on the farm. Consequently he has to buy all the bread required for the family. The farm, though 2*l.* per acre in rent, has no water on it for the cattle. Has never been able to pay wages to his children for working on the farm.

37,445. Is it 100*l.* for 40 acres?—90*l.* for 45 acres and a few acres of salt marsh. The tenant who was yonder before me said it was 45 acres.

Professor *Rhŷs.*

37,446 Is not the salt marsh included?—Without the salt marsh.

Professor *Rhŷs*—continued.

37,447. Do you reckon the salt marsh in the 45 acres?—No.

Sir *John Llewelyn.*

37,448. Let me get your figures correctly. You have had it 19 years?—Yes.

37,449. For eight years you paid 100*l.* a year? Yes.

37,450. Since then you have paid 90*l.* a year?—Yes.

37,451. That is at the rate of about 2*l.* an acre?—Yes.

37,452. Have you successfully paid that now for the last 11 years?—Yes, I have paid my landlord.

37,453. That is not the point. Have you paid the rent from the produce of the land?—No, I have been obliged to sell the little that I had.

37,454. What other means had you of paying your rent beside the produce of the farm?—I had no means beyond that I gave my own labour and the labour of my children for nothing.

37,455. I thought you said you sold something of your own?—Yes a little land I had had off my father and mother which I was obliged to sell.

37,456. How much was it?—From 10 to 12 acres of land.

Mr. *Richard Jones.*

37,457. Was that adjoining the farm which you rent?—No, it was the lower side of Carmarthen.

Mr. *Richard Jones*—continued.

37,458. What rent did you get for that?—I received no rent at all from it.

37,459. When did you sell it?—About four to five years ago.

Professor *Rhŷs.*

37,460. Did you sell it immediately you got into possession of it? How was it you got no rent for it?—I sold it within 12 months after the burial of my father.

37,461. Before you would have had time to have had any rent from it?—Yes. We were three brothers, and there were three shares.

Mr. *Seebohm.*

37,462. May I ask whether if these 45 acres were to let they would easily let at 2*l.* an acre?—I do not know about that.

37,463. Is it meadow land?—Pasture land.

37,464. Would pasture land close by be letting at those rents?—I have not found it good land now for many years.

37,465. Does the neighbouring land of the same kind let at 2*l.* an acre?—There is land in our neighbourhood which is not let at 1*l.* an acre even.

Mr. *Richard Jones.*

37,466. Did the landlord reduce the rent from 100*l.* to 90*l.* of his own accord, or in answer to an application?—On my application.

Mr. *Richard Jones*—continued.

37,467. Have you applied for a reduction?—Yes, I asked afterwards.

37,468. What did the landlord say?—He gives me 2*s.* in the £ back now, since the last three rents.

Professor *Rhŷs.*

37,469. Does land let for about the same rate as you pay in your neighbourhood generally?—I cannot tell, but there is land which is much cheaper in our neighbourhood.

37,470. If you went out of your farm would there be any one who would take it at that rent?—I cannot tell.

37,471. We want to know what you think. Do your neighbours consider that you pay too high a rent?—Yes, they do consider that I pay too much; the more money that you pay so the rates increase.

Sir *John Llewelyn.*

37,472. There are two questions put in by Mr. Vincent: "How much salt marsh is there?" I cannot say how many acres; I have not had any reckoning of it.

37,473. "Is not salt marsh valuable pasture?"—Yes, sometimes

The witness withdrew.

Mr. WILLIAM REES called and examined through an interpreter.

Sir *John Llewelyn.*

37,474. This statement has been read to you by one of the Commissioners, and do you say it is correct?—It is.

The following statement was then read:—Maesardafen Farm. Situated within the borough of Llanelly, but two miles from the town. Owner, William John Rees, Esq., Gelly House, near Llanelly, and occupied by Mr. William Rees. Acreage, 100 acres. Rent, 200*l.*, and no reduction whatever has been made on account of bad times. Present tenant has held it for 16 years, and the condition of the land at the time he took the farm was thus: 40 acres very poor, and the 60 acres remaining in very fair condition but not compact. The two former tenants left in two and three years respectively, owing to the rent being too high. The condition of the farm has improved, but with a reduced rent and fixity of tenure it could be greatly improved again. Tenant has been unable to pay his children wages for working on farm, his family having consisted of four sons and three daughters, all of whom have left him with the exception of one son and one daughter. Stock consists of four working horses, three sucklings, 16 cows, one bull, five yearlings, seven calves, and 25 sheep. Would like to see a Land Court established in order that fair rents be fixed. During his tenancy

Sir *John Llewelyn*—continued.

at Maesardafen many coal pits have been opened on the farm, and this has affected the farm-house and buildings, but no allowances have ever been made to tenant for damage done to houses and land, nor any compensation given for part taken away for coal pits. Labourers' wages are much higher than they have ever been. Times have deteriorated since taking Maesardafen more than farm produce has improved. Witness was formerly tenant of Colman Farm, in borough of Cidwelly, owned by four successive persons during his 15 years of tenancy. Area, 36 acres. Rent, 60*l.* at first, raised to 80*l.* owing to tenant's improvements. No house fit for habitation, and outhouses in ruins. Removed owing to want of fixity of tenure and fair rent.

37,475. Is Maesardafen Farm anywhere in the neighbourhood of the last witness's farm?—Yes the last witness was a neighbour of mine.

Professor *Rhŷs.*

37,476. How many acres have you, do you say, now?—100.

37,477. How much do you pay?—200*l.*

37,478. Do you consider that is too high a rent for your neighbourhood?—Yes, I think so, far too high now, because times have changed.

Professor *Rhŷs*—continued.

37,479. Your neighbour pays at the same rate, I see?—Yes, that is so.

37,480. It is a very good rent—well, it would be for some parts of the country—but I do not know what the quality of your land is. Is it very good land?—It is very bad land. About 40 acres is all clay.

37,481. And you have 60 acres of good land?—It is fairly good land, but it is very heavy and flat land.

37,482. What would be the value of the 40 acres of bad land, do you think?—About 18*s.* an acre.

37,483. What ought to be the value of the other?—2*l.* is quite enough for that now.

37,484. That gives some idea of what you consider the value of the land in that district, and that is what I have been trying in vain to get at so far?—It was easier to pay 200*l.* five years ago than to pay 140*l.* now.

37,485. You consider it was not too high five years ago?—I paid then, and I fail to pay now.

37,486. By paying, you mean that you paid it out of the profits of the farm?—Yes, but I get into debt now. My landlord is present in the room, if I say anything which is not correct.

37,487. I wanted to get at what you consider the value of the land in the neighbourhood. I failed to get it from the other witness. I do not think I have anything else to ask?—Well, that is what I say.

Professor *Rhŷs*—continued.

Mr. *Richard Jones.*

37,488. Do you consider it an advantage to live within two miles of Llanelly?—Oh yes, I considered that from the outset, at first.

37,489. The farm would be more valuable than if it was say seven or eight miles from the town?—Oh, undoubtedly that is so, but times are much worse now.

37,490. Of course, if you are within the boundary of the borough you have to pay the borough rate?—Yes.

37,491. Do you know whether there is an outer circle formed within the borough for the rural population?—No.

37,492. To what extent does the boundary extend beyond the town?—The borough extends about 2½ miles outside the town.

37,493. Have the farmers never made an application to have an outer circle formed?—Yes, we have tried, but we have had no result; they will not assent.

37,494. What means did they take?—We met together as a committee, and then we applied to the town council.

37,495. And the town council refused the application?—Took no notice.

The witness withdrew.

Mr. William John Rees called and examined.

Sir *John Llewelyn.*

e 37,474 37,496. Where do you live?—Gelly House, Llanelly.

37,497. I understand you wish to rebut some evidence given by the last witness?—Yes. He said his farm was within the borough. It is partly within the borough only. Then the acreage is nearer 103 acres. He said no reduction had been made on account of land spoilt by the colliery. That is not true, as may be seen by his receipts. We have allowed him *pro rata* for any land which has been spoilt by the colliery.

Sir *John Llewelyn.*

Mr. William John Rees, your landlord, says when land was taken for the collieries an allowance was made proportionate to the quantity of land taken.

Mr. *William Rees.*

Yes, that has been so when they themselves have opened pits.

Witness.

The land has been altered since, and a similar reduction has been made on account of the land which has been spoilt.

Mr. *William Rees*: I did not know that until to-day.

Witness.

He can see by his receipts.

Mr. *William Rees*: All right. I can easily see those.

Witness.

He says two of the tenants left because the rents were too high. One was a colliery proprietor, and he took the land while he was managing our colliery for a matter of convenience, and the other one was a haulier practically—they were not regular professional farmers.

Mr. *William Rees*: He told me that it was too high. He was a haulier. He was not a farmer.

Witness.

Then he said that his sons were obliged to leave him. That is because he has put two sons into separate farms, and one son is, I believe, Secretary to General Booth, of the Salvation Army.

Mr. *William Rees*: Two of them are farmers, but I could not give anything to them. They have work themselves.

Witness.

Then he says there are many coal pits there. There has been only one coal pit upon the farm, and that is one which my father worked. He says the out-buildings have been spoilt by it; that is only within the last few months, and he has asked for no compensation at all. As a matter of fact, the proprietor of the colliery is just about putting the buildings into proper order.

Mr. *William Rees*: They do not know the trouble that I had during the winter, being unable to open the doors in order to get to the house.

Witness.

He explained all that to me, and I took the matter in hand at once. Then he says he has failed to pay his rent because he says his rent is too high. I think it is because he has spent his money in stocking the farms for his sons, and we have not forced him to pay the rent.

Sir *John Llewelyn.*

37,498. As a matter of fact he has failed to pay the rent?—He is about a year and a half in arrears now, and we have not pressed him at all for it.

Mr. *William Rees*: No, they have not pressed me at all for the rent, but I have been unable to give anything to my sons.

Witness.

I do not know where his son got the capital from, at any rate. I should tell you some few years ago he took a farm upon a three years' lease. He admitted he lost a lot of money on that farm. He put his son to manage it, but he has given that farm up now. I should also tell you—well, I do not know whether I should tell you or not, but at any rate, my father lent him money when he came.

Sir *John Llewelyn.*

37,499. It would be pleasanter to confine yourself to rebutting anything he may have said?—Then that is all I have to say.

Mr. *Richard Jones.*

37,500. How came you to let the farm to a haulier?—I think it was a mistake my father made in letting it, and he got him out of it as soon as he possibly could.

Mr. *Richard Jones*—continued.

37,501. You do not think he was a desirable sort of tenant?—No, of course not, and that is the reason my father got rid of him.

37,502. I suppose he took him because he offered a higher rent than anyone else. Would that be so?—No. I think he took him because he was very well recommended, and the recommendation was not accurate; certainly it was not, judging by the way in which he attempted to farm the land.

37,503. Are you in a position to know that he supplied his sons with money to stock their farms?—Yes, I am. I am in a position to know this, that he had no money when he came there, because my father lent him money to pay his previous landlord.

37,504. That does not prove that he afterwards supplied his sons with money to stock the farms. They may have borrowed the capital from someone else, as he did?—I do not think anyone would give him credit.

37,505. They may have obtained credit in the same way as he obtained credit off your father?—I think it is only reasonable to suppose that they have been supplied with stock by him, because he has practically de-stocked a good part of our farm in order to stock other farms for his sons. That is the reason his stock is so low upon Maesardafen Farm, because it would hold a very much larger stock than is upon it now.

37,506. It is not because he has become poor that his stock has become reduced?—Well, I do not think he has the capital to stock the three farms. One son, I should think, is independent of him now; at least he should be.

37,507. The secretary to General Booth?—No, one of the farmers.

Professor *Rhŷs.*

37,508. Do you think he has lost money at all on your farm?—No, I do not.

Sir *John Llewelyn.*

37,509. What is the value of the meadow land, the best of it?—I should think it is worth about 2*l.* 15*s.* to 3*l.* an acre. I know land in the district is let as accommodation land at 6*l.* an acre. I have allowed one of our tenants 6*l.* for accommodation land.

The witness withdrew.

Mr. David James called and examined.

Sir *John Llewelyn.*

37,510. Where do you reside?—14, Lloyd Street, Llanelly. I propose to give evidence on behalf of my brother. My brother had to go to Carmarthen to-day, and I live in the town.

Sir *John Llewelyn*—continued.

37,511. Are these circumstances which you are going to speak of within your own knowledge?—Perfectly. I propose to give evidence relating to Penygraig Farm, Llanelly. Landlady,

Sir *John Llewelyn*—continued.

Mrs. Daniels, Swansea; tenant, Mr. William James; rent risen from 15*l.* to 32*l.* The last advance in the rent was from 15*l.* to 32*l.*, about 21 or 22 years ago. Shortly after that, 17 acres were taken for the construction of the Llanelly Waterworks, but no reduction was made in the rent. Present rent much too high. Tenant has to keep the children from school to work on the farm, as he cannot afford to pay for labour. The farm buildings are almost in ruins, but the owner will do nothing. The horses and cattle are suffering severely, owing to insufficient protection. The loss of the land for the waterworks was very much felt, as it was mostly grazing land, with the river running through. The points I would like to lay stress upon are suitable farm buildings and fixity of tenure.

37,512. The farm is about two miles from Llanelly?—Yes.

37,513. How much of the land was taken for the waterworks?—17 acres.

37,514. Seventeen acres of his land?—Yes.

37,515. That is a good slice. Was there no reduction in rent?—No, no reduction whatever.

37,516. That operated as an increase of rent for the remainder?—Decidedly.

Mr. *Richard Jones.*

37,517. What is the age of the children that work on the farm?—One 16, and the other, I think, is a little under 14. The younger one of the two attends school occasionally—intermittently.

37,518. I suppose when they have passed their fifth standard, or arrived at a certain age they at once go to work on the farm?—Yes.

37,519. Otherwise the children would be kept on in school?—He would like to give them a better education if he could.

37,520. The farm is owned by a landlady, Mrs. Daniels?—Yes, she is a widow.

37,521. Is she in a position to erect buildings for sheltering the horses and cattle?—She has acknowledged her obligation to do so, because she has promised to do it as soon as she could afford it.

37,522. Is there any reason you can suggest why she does not carry out her promise?—The family have lived in the farm for a great length of time. I was brought up there, and I had to leave because the prospects were so bad. This is my youngest brother there now, and he is obliged to stay there because he has nowhere else to go, and advantage is taken of that, I think.

Adjourned.

FORTY-SEVENTH DAY.

Town Hall, Llandilo, Carmarthenshire, Tuesday, 17th April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. JOHN MORGAN DAVIES called and examined.

Chairman.

37,523. Are you a land agent and surveyor?—I am.

37,524. Will you kindly give us your evidence?—I am John Morgan Davies, of Froodvale, in the county of Carmarthen, land agent and surveyor, a Fellow of the Surveyor's Institution, late Chairman of its Provincial Committee for South Wales and Monmouthshire, Surveyor to the Crown, and as such have surveyed and valued upwards of 80,000 acres in the counties of Carmarthen, Cardigan, Radnor, and Merioneth. Have acted largely under the Inclosure and Land Commissioners, having, in conjunction with my late father, and since his death, carried out the inclosure of common lands in the counties of Carmarthen, Cardigan, Radnor, and Montgomery, comprising an area of 26,000 acres; have valued very large areas of land for letting, and for sale, and for rating purposes; have been in practice for 40 years, succeeding my father, who was one of the leading land agents and valuers in Wales; I am the agent of the Bronwydd estates, the property of Sir Marteine Lloyd, Bart., comprising in—

	Acres.
Carmarthenshire	1,341
Pembrokeshire	4,733
Cardiganshire	2,016
Glamorganshire	449
	8,539

The Tregib estates, the property of J. W. Gwynne-Hughes, Esq., comprising in—

	Acres.
Carmarthenshire	7,038
Carnarvonshire	1,266
	8,304

Chairman—continued.

The Dolaucothy Estate of Lady Hills-Johnes and Mrs. Johnes, comprising in—

	Acres.
Carmarthenshire	3,933
Cardiganshire	116
Glamorganshire	285
	4,334

The Glansevin Estate, the property of E. P. Lloyd, Esq., comprising in—

	Acres.
Carmarthenshire	3,858

The Maesllydan Estate of Captain T. Lloyd-Harries, comprising in—

	Acres.
Carmarthenshire	4,188
Breconshire	1,700
	5,888

The Maestroyddin Estate of Colonel and Mrs. Methuen, comprising in—

	Acres.
Carmarthenshire	1,977

The Rhosybedw Estate of Sir R. Henry Davies, K.C.S.I., in—

	Acres.
Carmarthenshire	472

and of several smaller properties.

Chairman—continued.

37,525. Do you find that the difference of language and religion has any effect on the relations between landlord and tenant?—Not the slightest. Most of those I act for speak Welsh, and some who do not speak it understand it fairly well.

37,526. What is the date of entry?—The date of entry is Michaelmas.

37,527. What do you think about the condition of tenancies at the present time?—The conditions at present are very deplorable undoubtedly. Times have been very bad, and in the last couple of years they have suffered severely.

37,528. Do you produce any of the agreements on the different estates for which you are agent?—That is the agreement I use practically on all my estates (*handing*).

37,529. Are there any penalising clauses in it?—Yes.

37,530. Are they often enforced?—Never. They are necessary, and have a very good moral effect, I think; that is all. Half my tenants have no agreements at all; I place very little value upon an agreement. I must state that one of the chief reasons for inserting penal clauses was in consequence of a practice in this country some years ago, when corn was a good price, of tenants when leaving their farms breaking up the pastures and selling off the whole of the crops from the land. The penal clauses are chiefly with the object of preventing that.

37,531. Do you have many changes on your estates?—Very few indeed. Scarcely ever a change of tenant.

37,532. When is the payment of rent made?—The payment of rent varies on different estates in different districts. The rents due 25th March are collected in this neighbourhood after the 21st of June—from the 21st June to the 17th July. In other districts, on Sir Marteine Lloyd's estate especially, they are collected at the end of August—July and January, August and February; three to five months after they are due.

37,533. What is the general size of the farms in your district?—They vary in different districts. I suppose taking this country through the average size would be about 50*l.* to 60*l.* rent. The acreage would vary with the situation of the farm, whether it was hillside or valley.

37,534. Does the landlord do all the improvements?—Yes, all the permanent improvements, such as building and so on; practically all.

37,535. Does he expect the tenant to do the haulage or not?—He does. It is an invariable practice on the estates that I have that the tenant does the haulage.

37,536. Does the Agricultural Holdings Act work at all well in your neighbourhood or not?—It is practically unknown. The practice of selling at Michaelmas all the crops off the land in a great measure does away with the effect of the Agricultural Holdings Act even if it were used. I have incorporated it in my agreement. When the whole produce is sold off a farm at Michaelmas there is not very much to compensate for, excepting in very exceptional cases.

37,537. Have you anything to say about the game?—No. My estates are not very much preserved. Of course, there are corners near the mansions and houses where the game does damage, no doubt, but taking the estates generally it is not so. Before the Ground Game Act there was a great deal of damage done by rabbits, but since that there is practically none, excepting, perhaps, occasionally near home covers.

37,538. I suppose you complain of the railway rates?—Very much, indeed. We suffer severely from them, being so far from centres.

37,539. Have you anything to say as to proprietor farmers. Are there any freehold farms in this neighbourhood?—There are a good many in this county. I think the inherited freeholders have decreased; they have not been able to weather the storm; but a great many farmers of late years have purchased their farms, on the whole the number of freeholders has very much increased.

37,540. Do you consider the tenant farmers are a hardworking, industrious lot of people?—Very—very hardworking and very industrious, their wives especially so.

37,541. Have you anything to say about the labourers?—No, I have not much to say about labourers, excepting that of late years it has been difficult to pay them such wages as they can get elsewhere. The consequence is they have left the country; they have gone away to the works. We are not very far from Glamorganshire, and they migrate there in consequence of getting better pay.

37,542. How are they accommodated. Are the cottages very good?—The old cottages were very bad, but most of them have tumbled down, and what are built now are good cottages and give fair accommodation.

37,543. Is the accommodation in the farmhouses pretty good and decent?—Yes. On my estates it is very good. It is capable of improvement, and it has been improved immensely within the last 20 or 30 years.

37,544. When do you think the depression began in your neighbourhood?—I think it was in 1879 that we began to feel it severely.

37,545. The relations you have said, I think, are very friendly?—Yes, very good indeed.

Lord *Kenyon.*

37,546. Do you think the condition of the freeholders is as good or better than that of the tenant farmers?—I think it is much

Lord *Kenyon*—continued.

worse. There is a great difficulty with the freeholder. When the freeholder dies, the estate has to be divided or charged, and when that is repeated two or three times the freehold goes, and the freeholder goes to the wall. I do not think the freeholder can live in this country for long.

37,547. Do you think the Agricultural Holdings Act is capable of any improvement?—I have had very little experience of the Agricultural Holdings Act I do not think it applies so much to this part of the country, for the reason I have already stated, that the crops are sold off. It is the general practice in this part of the country, that the farmers during the last three months of their tenancy can sell the whole of their crops off. There is not such need for the Agricultural Holdings Act here as there would be if they went away under other circumstances, leaving their crops.

37,548. Do you have any difficulty in valuing under this agreement? You say you appoint two arbitrators and an umpire?—No, we very seldom require it.

37,549. Have there been more frequent changes during the last 12 months?—No, there have been hardly any changes at all for years.

37,550. You did not have many notices this last Lady Day?—I seldom have notice, but taking the country through, there have been very few changes of late.

37,551. Have the landlords given abatements?—Yes, they have given abatements.

37,552. Can you give any details of those abatements?—Yes. On one estate in this immediate neighbourhood, Mr. Gwynne Hughes', there was 20 per cent. at Michaelmas 1885, 20 per cent. at Michaelmas 1886, 10 per cent. from Michaelmas 1886 to Lady Day 1888, 5 per cent. at Michaelmas 1888, 10 per cent. in 1892, 10 per cent. on lowlands in 1893, and 20 per cent. on uplands. With slight variations, similar remittances have been made on my other estates, of which I can give details.

37,553. And you think that the tenants are satisfied that the landlords try to meet them?—I can say they are very grateful for it, the landlord did not for a moment suppose he was giving them such an abatement as would meet the difficulties of the situation, but he was giving what he could. At all events it showed warm sympathy, and it was highly appreciated.

37,554. I think you said it was customary for the landlord to do all the repairs?—Yes, on my estates.

37,555. And the tenant the haulage?—Yes.

37,556. Is there any objection to haulage?—Never.

37,557. Has any complaint come to your ears as to insecurity of tenure?—No.

37,558. Do you consider that on these estates the tenant considers himself secure?—Yes, some

Lord *Kenyon*—continued.

of these estates have been in my hands and my father's for 70 years—the estates I am particularly speaking of—and the same tenants and their families are on them now as were there then, with very rare exceptions. The rents of the farms have remained the same for a very long period of years; since 1842, I think, a vast number of them, for 50 years. There have been advances on some portions of the estates.

37,559. Have you considered whether there are any remedies to meet the depressed state of things?—I think it would be a good thing to educate the farm children more in science. I think science should be taught in schools more than it is to get the children familiarised with scientific terms, so that when they get further on in life they may benefit by technical education—chemistry especially, as applied to agriculture.

37,560. Have not the county council done anything of that sort?—Very little indeed. There is a gentleman connected with the Aberystwith College, Professor Parry, who has been going about this part of the country a little, with marvellous effect.

37,561. With marvellous effect, you say?—Yes, but it has only been at intervals, occasionally here and there. He has not covered the district, or followed it up sufficiently. He is a Welshman, and certainly manages to use the Welsh language for scientific purposes better than any one I ever heard. Professor Parry is connected with the Aberystwith College.

37,562. Then you think that the farmers are taking up this kind of education. Do you say they attend these lectures pretty well?—Very well indeed.

37,563. There was some encouragement to go on?—Yes, certainly.

37,564. Have there been any field experiments?—Few to my knowledge.

37,565. Do any of the landowners you represent keep bulls?—No, not one of them.

37,566. Is there any inducement to do that; do they improve the class of stock?—They do not farm much themselves; they have neither of them farms in hand.

37,567. Does this depression in agriculture seem to you to be permanent or transitory?—That is a very difficult question.

Mr. *Brynmor Jones.*

37,568. I see, Mr. Davies, that you have been concerned in carrying out the inclosure of common land?—Yes.

37,569. What common lands in this county have you been concerned with?—This is a list of the inclosures which I have carried out in different parts of the country.

A List of Inclosures of Commons carried out by David Davies and John Morgan Davies of Froodvale, Carmarthenshire.

Name of Inclosure.	County.	Date of Confirmation of Award.	Extent. A. R. P.	Public Allotments. A. R. P.	Purpose.	Lord of the Manor.
Llanyerwys	Carmarthen	2nd September 1854	1,382 0 0	2 0 0	For school and playground.	The Crown.
Cardigan Common and Netpool Bank.	Cardigan	17th October 1855	204 0 4	4 0 0	For recreation	Rev. R. H. W. Miles.
				4 0 0	For the poor	
				1 0 32	For clay for fuel	
				2 0 0	For burial ground	
Cellan	"	31st January 1856	702 0 0	2 2 0	For recreation	Lord Carrington.
Brynpostig, *a stinted pasture.*	Montgomery	23rd May 1857	90 2 19	—	—	Sir Watkin Williams Wynn, Bart.
Wauntwrch, Blaenpathnog, and Clap Llanerch.	"		258 2 38	—	—	Sir Watkin Williams Wynn, Bart.
Llanfairclydogau	Cardigan	6th October 1859	1,647 1 32	2 0 0	For site of school	Lord Carrington.
				2 3 28	For recreation	
Llangeitho	"	19th January 1860	644 3 29	40 2 5	For turbary for fuel	W. E. Powell, Esq.
				13 3 14	Watering place (lake)	
Mynydd Eiddole and Waun llefrith.	Carmarthen	2nd November 1860	50 3 6	1 0 0	For recreation	Earl Cawdor.
				1 0 0	For the poor	
Rhosygarth	Cardigan	26th August 1861	113 3 6	1 0 0	For site of school	The Crown.
Llanllugan	Montgomery	1863	1,224 3 14	2 0 0	For recreation	Several lords and ladies.
				3 0 0	For school sites	
Llangeler, Penboyr, and Kilrhedyn.	Carmarthen	4th December 1873	2,439 1 6	12 0 0	For recreation	Earl Cawdor.
				14 0 0	For the poor	
Llanddewi brefi	Cardigan	20th December 1888	16,184 0 38	12 2 23	For recreation	The Ecclesiastical Commissioners.
				365 0 6	For turbary for fuel	
				1 0 0	For a site for a church	
			25,942 2 32			

Mr. *Brynmor Jones*—continued.

37,570. Are these all in Carmarthenshire?—No, not all in Carmarthenshire: North and South Wales.

37,571. Carmarthen, Cardigan, and Montgomeryshire. I do not think I need go over the table. I see that you give the acreage and the date of the confirmation of the award, and I see that among the allotments for public purposes there are the words, "For recreation," "Four acres "for the poor," "One acre for recreation," "One "acre for the poor," and so on. Have you any knowledge of the way in which the public allotments have been working since these different inclosures?—Generally speaking, the commons were far away in the mountains, and the allotments set out for recreation were really of no use whatever for the purpose; they could only be sold or exchanged. In Cardigan, where the common is near the town, they have been used for all purposes for which they were intended.

37,572. At Cardigan 4 acres were reserved for recreation and 4 acres for the poor?—Yes.

37,573. Are they being properly used for those purposes?—I believe they are.

37,574. Is there much copyhold property in this county?—There is some.

37,575. In this district of Llandilo?—Yes, there is a copyhold manor at Talley.

Mr. *Brynmor Jones*—continued.

57,576. Do you hear of any complaints as to copyhold land not being as convenient for the purposes of the landowner as freehold land?—No; I have had copyholds of my own, and I have not found any inconvenience from it. The fines are small here.

37,577. And there is no difficulty, so far as you have noticed, in that respect?—None, whatever.

37,578. Has any copyhold been enfranchised under any of the recent Acts?—Yes, the copyholds on one of the estates under my management have been enfranchised — Sir Henry Davies'.

37,579. Have you any criticism to make on the machinery of the Act?—It was rather costly, I believe; that is all I have to say about it. Copyholds, if left alone, seem to me not to be inconvenient, but if you want to enfranchise them they are certainly costly.

37,580. With regard to the Agricultural Holdings Act, 1883, you remember that by section 7 a tenant claiming compensation under the Act has to give two months' notice?—Yes.

37,581. And that the giving of such two months' notice is a condition precedent to his right to get compensation under the Act, and on the other hand the landlord is bound, before he

Mr. *Brynmor Jones*—continued.

can make a counter-claim, to give so many days' notice, and that that is a condition precedent too. Do you not think it would be expedient to get rid of that limitation?—I think there should be notice. I do not know that it is necessary that it should be two months' notice; I think that is a very long notice; but I think there should be sufficient notice on both sides, so as to enable both parties to have fair play in the matter.

37,582. Yes. Do you not think it is very hard, if a landlord, say, should forget to give notice of a counter-claim that he should be shut out from counter-claiming?—I think there ought to be a remedy certainly, and if a tenant forgets I think there should be a remedy; he ought to be relieved by a court if he can show fair reason for not having done so.

37,583. Then your suggestion is, while the provision should be kept that there should be some notice on each side, that in case of the omission of either party to give notice, the court should have power of relieving against the neglect to give notice, on terms?—Certainly.

37,584. Have you any criticisms to make upon what I may call the machinery of the Agricultural Holdings Act?—No, I have not. The machinery is very much complained of in England, but not having handled it myself, I would rather not deal with the subject.

37,585. Would you see any objection to this, that instead of the somewhat complicated proceeding by the appointment of arbitrators by each party, with an umpire, that either party might go to the county court and get an independent valuer appointed right off?—I see no objection to any machinery that will expedite decision, and do justice between the parties.

37,586. Does your experience of the county courts lead you to think that both sides would have sufficient confidence in a county court judge's nomination?—I should think so. I have no reason to suppose otherwise. That is so far as the assessing of compensation is concerned.

37,587. Well, ultimately, the matter does come to the county court under this Act in certain cases?—Yes.

37,588. It is a rather elaborate process, but my experience of the operation of the Act was wholly unfavourable to it, and I think that it increases costs. What strikes me is that the landlord or the tenant might go straight off to the county court and get an ordinary form of summons for the appointment of a valuer. With regard to the schedule to the Act, do you think there might be any alteration of this schedule with advantage?—I think the first schedule requires the consent of the landlord. I think it is very important that that should be continued. Permanent improvements may sound very simple, but very few of them are permanent; drainage, for instance, requires a good deal of skill.

37,589. Drainage is in Part 2. The tenant has a right to give notice to the landlord that he is going to drain, but the landlord's consent is not necessary?—No, it is not necessary in that case, but take buildings in the same way.

37,590. But deal with this, the making of fences: do you not think that that head, at any rate, of Part 1 of the schedule might very well be left to the tenants' discretion?—I do not suppose that a landlord would object to a tenant making a fence.

37,591. Yes, but if a tenant does make it, in a certain eventuality, he should be entitled to a certain compensation under the Act?—Certainly.

37,592. Take, again, the improving of the roads, if any, on the part of the tenant?—Yes. That is not very much done, I am afraid, in this country.

37,593. Then, as to the reclaiming of waste land. We have heard complaints of a good many of the tenants that they have reclaimed waste, especially in the north part of this country, and have never got sufficient compensation. If the tenant does reclaim, he cannot claim compensation under the Act unless the landlord has consented?—The reclamation of the waste land that you hear of amounts to this: there was a time when it was done in this way: the old lands that had not been broken up in the memory of man, or long before that, were broken up by paring and burning, and a series of corn crops taken from them, with no manure whatever, except the ashes that came from this process of burning, until they were thoroughly exhausted, and in many cases they were left to go out without seeding at all; in other cases some little seed was thrown on them, and it was many many years before they got even a covering of grass. If you take the hillsides of this country, that is the history of the reclamation of them, which means, in other words, their destruction.

37,594. That only goes to show that a tenant ought not to get any compensation for that kind of reclamation; it does not touch the really good and substantial reclamation of land?—No. I was going to that point. The reclamation of that land under present circumstances would be impossible; it would not pay; no tenant would attempt it; the price of corn at that time enabled him to do so.

37,595. Then you do think that the consent of the landlord ought to be obtained to the erection and enlargement of buildings?—Certainly.

37,596. But, as I understand, there are some of these 14 heads that you would not be disinclined to leave to the tenant, provided he gives notice, say, to the landlord, without a formal consent?—Possibly. I have not got that in my mind at the moment.

37,597. I gave you one instance, namely, the making of fences?—There is no objection to that so far as I can see.

37,598. I gathered from your answers to Lord Kenyon it is very difficult for a tenant to pay his rent now-a-days, is it not?—No doubt.

Mr. *Brynmor Jones*—continued.

37,599. Do you think that the evidence wich we have received yesterday as to the great difficulty that the tenants have in finding the money to pay rent, and that they have to borrow and so on, is true?—I do not know about the evidence you have received, but there is no doubt that they have great difficulty in getting their rents together.

37,600. Then I suppose one may take it, at any rate at the present time, that a farm business is a losing business; a man gets no interest on his capital?—On the whole I should think so. He does not make anything at all events; he is a very lucky man if he does not lose.

37,601. Did I understand you aright when you said that the abatement which had been been made, though they were as large as the landlords could fairly be expected to give, were really insufficient?—No, I did not say that. What I said was that the remittances that had been made did not meet the whole of the tenant's loss.

37,602. That is what I meant: it is very much the same thing; I thought I caught you aright?—Yes.

37,603. What is the largest per-centage of abatement that has come under your notice on the estates you are connected with?—20 per cent.

37,604. Do the landlords upon the estates in regard to which you act give notice of their intention to give the abatement beforehand?—Yes.

37,605. Do you see any hope of an improvement in the existing condition of agriculture?—Yes, I do. I think a great deal of it is due to bad seasons.

37,606. You do not think, then, that the causes are more deep-seated than that?—Foreign competition no doubt adds to the difficulty.

37,607. Yes, but do you not think that, apart from foreign competition, what we call modern economic conditions generally have a great deal more to do with the existing depression than mere bad seasons?—I think at present we are suffering more from bad seasons than we are from anything else. I do not underrate the suggestion you have made with reference to other forces, but just at present I think we are suffering from bad seasons more than anything.

37,608. Do you really think that a succession of good seasons would so entirely modify the condition of the tenant farmer as to put an end to all cause for complaint?—I do not know what you mean by cause for complaint. I think it would improve his condition very much; it would put him back to where he was a few years ago.

37,609. The cause of complaint is that he is carrying on a business in which he is bound to lose, according to your evidence?—Yes. I think it would in a great measure.

37,610. Do you not think that if a man had really more freedom to do what he liked in

Mr. *Brynmor Jones*—continued.

regard to carrying on his business as people in other businesses can do, the tenant farmers would be much better off?—He has perfect freedom now, so far as I can see, and is never interfered with in any way whatever.

37,611. I do not know; the agreement you have put in is pretty tight in some respects?—Yes, certainly it is tight so far, that it prevents a man doing that which he would not be advised to do.

37,612. That is your view?—I incorporate the Agricultural Holdings Act in my agreement, which gives him power to obtain compensation for anything he does.

37,613. No, not for anything he does; if he enlarges a building he cannot get compensation unless he gets your consent?—For anything that is sanctioned by the Act.

37,614. How would you describe, from an agricultural point of view, the farms about here. How does the tenant farmer make his money?—He makes his money chiefly from dairying and from stock.

37,615. Not much from crops, you think directly?—No, he consumes his crops chiefly.

37,616. Has the price of labour gone up much of late years?—Yes, it has very much.

37,617. What are the average wages of the out-door labourer?—Do you mean the labourer on his own finding?

37,618. On his own finding, living in his own cottage, and going by the week?—A labourer on his own finding would vary very much, from 14*s.* to 16*s.*, 17*s.*, or 18*s.* a week, I should think, varying with the district in which he was. Labour is high here; near the works.

37,619 Do most of the tenant farmers employ many labourers on their own finding, or do they chiefly rely upon indoor servants?—They chiefly rely on indoor men.

37,620. Is it the fact that many of the farm buildings are inadequate?—I do not think so, on the estates that I have to do with. No doubt the increased use of machinery requires a greater extent of building than there used to be formerly; but so far as stock is concerned, taking the country through it is fairly provided for.

37,621. On the estates that you are connected with, have the families of the present tenants been in the same places for many generations?—They have.

37,622. I suppose that they nearly all habitually use the Welsh language, do they not?—Yes.

37,623. And they are nonconformists, I suppose?—Yes, to a man, pretty nearly.

Mr. *Griffiths.*

37,624. You mentioned in your evidence that practically the landlords do all the permanent improvements?—Yes.

37,625. Have you ever had any application from tenants for some more buildings?—Yes, often.

37,626. Do you always comply with the request?—So far as we can. The buildings are

Mr. *Griffiths*—continued.

taken in rotation, and we comply with them as far as we can.

37,627. You do not know instances where they have been obliged to build themselves because you would not build for them?—There may be some instances of that kind; I cannot call them to mind at the present moment, but they are very rare indeed, I think.

37,628. Is there much water power used in this district?—Yes; that is put up by the tenants generally, almost exclusively, generally by the tenant.

37,629. You would not call that "practically done by the landlords"?—What I meant by landlords' permanent improvements referred to buildings. The water power is almost invariably put up by the tenant farmer.

37,630. And the buildings are generally put up by the landlords?—Yes.

37,631. Do you always compensate for damage done by game?—I do not know that on my estates there is very much game. There have been cases of compensation, but not many.

37,632. You have not had many applications?—No, I have not; very few.

37,633. Do the tenants generally avail themselves of the Ground Game Act?—Yes, thoroughly.

37,634. The landlords give them perfect freedom to kill?—Yes, absolutely.

37,635. In which way, to shoot them?—What they usually do is to ferret and snare them.

37,636. But not to go into the covers, I suppose?—On nearly all my estates they go into the covers excepting where birds are bred to hand, and there they do not.

37,637. You said just now that tenants who purchased their farms are not so well off, as a rule, as other tenants with yearly tenancies?—Yes, I said so.

37,638. Why are they induced to purchase them on any terms?—A man purchases land for various reasons. He may wish to become a landowner.

37,639. Quite so. At the same time, when he can see that he is at a loss, is it not rather strange that he should purchase?—It may be so, but they do purchase, though they have seen their neighbours purchase at a loss very often.

37,640. Is it not because they want security of tenure?—In some cases a man buys his farm, no doubt, in order to live in it.

37,641. Then with regard to the farm-houses and the cottages on the estates you represent, what is the general state of them?—They are very good.

37,642. We have had complaints that in many farm-houses they have not accommodation sufficient for the servants; that they are herded together almost as cattle, according to some evidence we have had before us?—I do not find that. We provide for the men servants in a room outside and the women servants are indoors. The farm-houses have three, four, or five bedrooms in them, half a dozen, many of them.

37,643. Do the men servants generally sleep outside?—Invariably, I think.

37,644. Do you think the farmer has the same command over his servants when they are outside as if they were indoors?—Really, tha is a matter of opinion; I could not tell you

37,645. The men servants you say are chiefly boarded in the house. What comfort have they. Have they fire and lighting in the evening?—Certainly, they live in the kitchen with every comfort.

37,646. With regard to the cottages, what accomodation have they; how many rooms have they generally in the house?—The cottages I have built of late years have had three rooms upstairs, and the parlour is a room that is often used as a bedroom; that makes four sleeping rooms and a kitchen.

37,647. We have had it given to us as a reason why many of the labourers go to the works and to the towns that it is because they have not proper cottages to live in?—I do no think that is the case at all. I have cottages vacant now, good cottages, and I do not think that is the case. There is no doubt that a few cottages here and there would be an advantage, but very few.

37,648. Have you any of the old thatched cottages still remaining in the district?—Yes.

37,649. How many rooms have they as a rule?—They are going out of fashion; it is only the old-fashioned who live in them, the young people do not go into them; there are not many of them.

37,650. Some of them have more than on family in the same house?—Yes, they have.

37,651. And only a couple of rooms?—Yes.

37,652. Do you think that is good for the morality of the district?—The old cottages.

37,653. Yes?—No, I do not.

37,654. How do you find the tenants, do they take willingly to the new cottages you speak of, or do some of them rather prefer the old ones?—No, they are very glad to get the new ones.

37,655. Do they pay increased rents as a rule?—The rent is not very much. It is a loss to the landlord building cottages; the rent is very small; building cottages does not pay.

37,656. I think you admitted just now that present abatements were not sufficient for the present times?—No, I do not think I put it in that way. They do not cover the whole of the tenants' loss; that is what I intended to say

37,657. How long do you think the tenants can go on at the present rates, at present prices, and with this depression, if this bad time continues?—I hope this very fine spring will show a good deal of alteration in prices as well as in agriculture generally.

37,658. But suppose it does not, suppose we have another bad season or two; do you think the farmers of the district can go on in the way

Mr *Griffiths*—continued.

they have been going on?—I have great hopes that it will be otherwise.

37,659. Do the landlords of the district do anything in the way of encouraging good sires in this district, and in the way of giving prizes for good sires?—They subscribe to the agricultural societies of the district, and give prizes as gentlemen do in their respective neighbourhoods.

37,660. And encourage good horses as much as they can?—Yes, they do that; there is no doubt they do as much as they can.

37,661. What accommodation have you on the farms you represent; what dairy accommodation have you?—Very good. I have paid exceptional attention to the dairies on all my farms.

37,662. The dairies have been improving?—Yes, they are exceptionally good.

37,663. What is your opinion of butter factories?—I have no personal knowledge of butter factories, but from what I read of the factory at St. Clears, it does not seem to have been taken up by the farmers of the district. I have estates in that neighbourhood, and they do not seem to have taken it up.

37,664. Have you heard the reason why they have not?—What they told me was that it did not pay them to send the milk in; that is the answer I got when I asked them why they did not support the factory.

37,665. The Welsh are very slow to take to any new method?—They are, you are quite right.

37,666. And I think it may be shown that it would pay them very much better. Do not you think the landlords should encourage butter factories in this district, which is a great dairy district?—I believe the one I have just referred to has been got up chiefly by the landlord. Sir Arthur Stepney, I believe, has been a very great supporter of it. If that had succeeded, I have no doubt other landlords would have followed suit, but that seemed to be such a failure that everybody left it alone.

37,667. But there are other districts in England where we find them very successful, paying very much better than the ordinary butter-making?—No doubt. I am quite certain that the landowners would be quite willing to give them their powerful support.

37,668. Do not you think, on the whole, taking all the dairies of the district here, they are not suitable for present dairy implements?—Many of them are not, I daresay, but I think so far as the estates I represent are concerned, I can show good dairies everywhere. I have paid special attention to them.

37,669. Do not you think that it is time to throw the old agreements on one side, and let us have something more modern? There are many clauses in the old agreement which do not apply at the present day?—I have very few agreements compared to the number of the tenants I have. I have got scores of them without any agreement at all. I do not place much importance on an agreement myself.

Mr. *Griffiths*—continued.

37,670. But the tenant, if he is turned out, is obliged to place a good deal of importance upon it?—He cannot say that I have ever produced it against him in my 40 years' experience.

37,671. Do the landlords of the district do much in the way of encouraging night schools and libraries and that kind of thing?—No, I do not think there is much of that done.

37,672. I thought you told us just now that there was very much done in the way of education in the district?—No, I think not. I did not say there was very much done; I think a good deal more might be done.

37,673. I misunderstood you. I understood you to say that there was a good deal done in that way?—No, I think not.

37,674. Did you not say that Professor Parry attended here to give lectures?—I said that Professor Parry had been over the country and given lectures.

Mr. *Richard Jones.*

37,675. You say that the present condition of tenant farmers is deplorable. You said that, did you not?—Possibly.

37,676. How do you reconcile that with your answer on the precis here? You say, "Changes "less frequent; conditions of tenants very much "improved"?—Yes, the condition of the tenants is very much improved of late years—within the last 30 years—very much improved, but not within the last two years.

37,677. And it is still deplorable?—Just at the present moment it is.

37,678. You say the depression commenced in 1879?—Yes.

37,679. Has it been deplorable since 1879?—No. It is only just at the present moment, say the last year and the last couple of seasons—since the bad seasons have come in.

37,680. We have visited some districts, and it was said that abatements in rent were made as far back as 1885 and 1886?—Yes, so they have been here.

37,681. On all the estates that you are acting for?—Yes.

37,682. Does that apply to Sir Marteine Lloyd's estate?—Yes.

37,683. I will come to that later on. Do you think that the tenant farmers, according to their knowledge, make the best of their farms?—According to their knowledge, no doubt, but that knowledge is very deficient, I think, in the present day. They do their best undoubtedly.

37,684. So that really if they go to the wall it is not their fault?—No, I think not, having regard to their knowledge.

37,685. You say that compensation is given for damage done in felling trees or commencing industrial operations?—Yes.

37,686. Can you supply the Commission with any instances where compensation has been given?—Generally it is provided for in the agreement that the timber merchant has to pay compensation if he goes off the roads.

Mr. *Richard Jones*—continued.

37,687. How many cases of compensation have you had?—I really could not tell you at this moment.

37,688. Twenty?—No, I do not think so.

37,689. Ten?—Most of our woods go down to the road. We get to our covers without touching the tenants' land in the majority of cases.

37,690. But are there any cases where compensation is given?—Yes; there are instances where compensation has been given.

37,691. What is the course you adopt when a farm is to let?—We very seldom have a farm to let. When we have there are applications for it, and it is invariably given to the next of kin of the tenant, if he is a suitable man, or to somebody on the estate who belongs to the old tenantry.

37,692. Generally you give preference to the nearest relative?—Invariably, so far as we can.

37,693. So that really you do not let the farm to the highest bidder?—Never. We do not let it to a bidder at all.

ee 5109–296. 37,694. Do you know whether any of the tenants of Sir Marteine Lloyd have been giving evidence before the Commission?—One of his tenants gave evidence at Swansea, I think. He lives near Pontardulais.

37,695. David Williams, of Clynyfyd Farm. Do you know him?—Yes, I know him very well.

37,696. He says here that he has only received abatements on two occasions?—I can give you, if you will allow me, the abatements that were made on Sir Marteine Lloyd's estate. 10 per cent. at Lady Day 1885 to Lady Day 1888; 7½ per cent. for the year 1892, 10 per cent. for the year 1893.

37,697. You did not make any abatement in 1891 or 1890?—Those are the abatements that have been made only.

37,698. What was the state of the buildings at Clynyfyd Farm?—Very good.

37,699. He complains that it was very bad?—They are not very bad. They are very good buildings, Carnarvon slated buildings; they are not long built. He left a building that he ought to have thatched in a very neglected state.

37,700. He offered 20 per cent. more rent, or even 40 per cent. in some cases. Has he made any application to you for increased accommodation?—Yes, he has. He is going to have it in his turn. That property has only recently come into Sir Marteine Lloyd's possession. It belonged to his grandmother, who died a few years ago, and he has made no alteration in the tenancy in any way whatever since he has come into possession of that farm, or the property at Pontardulais.

37,701. Did you send notices to the tenants on Sir Marteine Lloyd's estate that you were going to make abatements?—Yes.

Mr. *Richard Jones*—continued.

37,702. He says you did not?—There is a printed card sent to every tenant, and a notice of the remission on the card before each audit. I shall be very happy to send you copies of them.

Mr. *Seebohm.*

37,703. You are agent for several estates of various sizes. Could you give an opinion as to whether several estates in that way, under the management of one agent, are placed very much in the same position as regards uniformity and security as a large estate would be?—Yes, they are.

37,704. We have generally found that the grievances, or the alleged grievances, come on the small estates of persons who have bought property comparatively recently in the market, and have paid a high price for it. Would that be your experience?—That is so, no doubt. If I may be permitted I would mention the case of Mr. Gwynne-Hughes. Where he has purchased land in almost every instance the rents have been reduced, notwithstanding a considerable outlay in building. I can furnish you with a schedule of the farms purchased by him, and the condition of the rental when he purchased them, the condition at the present time, the outlay which has been made, and the reductions which have also been made in the rent

The following statement was handed in:—

Tregib Estates, Carmarthenshire.

Farms purchased.	Date of Purchase.	Rent when purchased.			Rent in 1892 and 1894.		
		£	*s.*	*d.*	£	*s.*	*d.*
Cwmpib	1870	45	0	0	45	10	0
Hendrefadog	1871	18	0	0	18	0	0
Clynrhoswen	1876	15	0	0	15	0	0
Clyngarw	1876	7	0	0	7	0	0
Pantyrhng	1879	80	0	0	70	0	0
Rhiwsaithpren	1879	52	10	0	45	0	0
Abercwmbach	1879	7	10	0	6	0	0
Garth	1890	36	0	0	30	0	0
Troedyrhiw	1879	98	15	0	90	0	0
Tirmawr Cwmcib	1879	23	0	0	23	0	0
Tygwyn	1879	49	0	0	44	18	0
		431	15	0	394	8	0

The outlay on the above since the date of purchase has been 1,112*l.*

37,705. I see from this that the rents on these 11 farms have been reduced from 431*l.* 15*s.* to 394*l.* 8*s.*?—Yes, and an outlay of 1,112*l.* made upon them since they were purchased without any charge.

37,706. In any of these cases, supposing that they had been bought by a landlord who had not reduced the rents, in your opinion would they have been cases of hardship?—I do not know about that. My landlord in that particular instance is a very generous man; he is a very good landlord.

37,707. But if the 1,112*l.* had been added to the value of the property, and interest had been

Mr. *Seebohm*—continued.

charged upon that, the rents would have been raised?—They would.

37,708. We will take the case of any one of these farmers; if his rent had been wrongly raised, do you think that an alteration in the Agricultural Holdings Act might be made which would prevent any injustice by his being rented practically on his own improvements?—I do not see how he could be rented on his own improvements, provided he availed himself of the Act.

37,709. We have been told often that there are certain cases which are not provided for by the Agricultural Holdings Act. Take the case, for instance, of a considerable amount of haulage having been done, say a year before the sale; the Agricultural Holdings Act would not protect him from an increased rent upon the increased value of the holding, would it?—I presume it would. I have always been under the impression that if a tenant hauled he would have his remedy.

37,710. Anyhow, we have had several cases brought before us in which alleged hardships have taken place owing to rents having been raised by incoming purchasers. My question was whether in your opinion you considered that if a perfectly adequate security were given against any rent upon improvements which had been made by the tenant, that really would obviate the cases of hardship?—I think it would. I think a tenant should be so protected that it would be impossible to raise his rent on improvements. I think that would be quite fair. Every tenant should have the benefit of his improvements where there are improvements.

37,711. Then I should like to ask you this question; in the case of a purchase by a landlord of farms which had been sold in the open market, whether, in case rents are inordinately raised or injudiciously raised, there would amongst landlords be a public opinion which would be a strong deterrent against such a course; would a man who created hardship on his purchase be at all under the corrective influence of a public opinion of landlords around him?—You mean a smaller man.

37,712. Yes, a smaller man?—That would depend a great deal upon the character of the individual.

37,713. That I can well understand, but would you feel that anything else was necessary behind, in the interests of the landlords as well as in the interests of tenants?—I beg pardon?

37,714. Would you feel that it was necessary to have some other force behind, independently of the action of public opinion, to protect landlords from the the injury that is done to them as a class, by these individual instances of hardship?—I do not know what force you could get to prevent that.

37,715. Of course we have been told that there ought to be a Land Court, and this, that, and the other?—I think a Land Court would be very prejudicial to the tenant, in so far it would set up a foreign body between him and his landlord, and he would not have the same consideration as he has now. I do not think the same warm feeling could possibly exist between the tenant and the landlord with a Land Court as there is at present.

37,716. Could you suggest anything short of a Land Court, a reference to any local skilled official, or anything of that kind?—In what particular instance, because the Agricultural Holdings Act, I presume, meets most of the difficulties of the case.

37,717. We understand that it does not now, but take it upon that point; supposing that the Agricultural Holdings Act were made sufficiently protective to the tenant, still there would be the difficulty of litigation in the way. Can you suggest anything short of legislation by which cases of hardship could be met to the benefit of both landlords and tenants generally as classes?—I have not in my mind at present anything that I can suggest.

37,718. Do you think that the cases of hardship are likely in future to increase or diminish?—To diminish.

37,719. Is that by land being bought up by the large landowners, who manage their estates well?—I do not think large landowners are likely to buy land just at present.

37,720. Then, if more land were thrown upon the market we should have a large number of cases of hardship, should we not?—I do not see where the hardship is, if a man buys his farm.

37,721. I am not speaking of buying his farm, but of other people buying his farm over his head?—They buy their farms over each other's heads. I do not see how you can prevent that in any market.

37,722. I have only one other question to ask you, and that is rather an important one. We have had it suggested that Government should lend money at a low rate of interest to sitting tenants, and that they should have the option of purchase in case of the sale of the property. My question is this. I will put an extreme case. Supposing the Government lent money at 2½ per cent. for such cases, would the advantage of that go into the hands of the sitting tenants, or would it not increase the selling value of the property?—I think it would do both. Facilities for borrowing money at a low rate of interest would naturally increase the selling value, and, on the other hand, it would help the tenant by enabling him to purchase at a low rate of interest.

37,723. That is to say, he would pay a fair price, and he would borrow the money at a low rate of interest?—Yes, I think so necessarily. I think the advantage to the tenant would be very great. If it was possible to get money from the Government at the present moment for those who have purchased their farms—and there are a vast number in this country who have purchased them and have not the means to pay for them—at a low rate of interest it would be an immense relief.

37,724. You think that advantage would be divided between the seller and the purchaser?—In favour of the purchaser, I think, chiefly, but the seller is also bound to benefit by it to some extent.

Mr. *Grove.*

37,725. Have you had many claims for damage by game?—No.

37,726. You have had some, I suppose?—Oh, yes.

37,727. Have you settled them amicably?—Yes, always.

37,728. In all cases?—Yes.

37,729. Referring to a Land Court, do you think it would disturb the relations between landlord and tenant?—I do.

37,730. But if they could agree mutually between themselves as to rents and conditions, they need not go to a Land Court at all?—True, but the fact would remain.

37,731. The effect would remain?—The fact of the existence of a foreign body.

37,732. Undoubtedly, the fact that the Land Court would be there as a piece of machinery in case of need, but do you not think that if the landlord and tenant first put their heads together and agreed, a great deal of the objection to the Land Court in your mind might be done away with?—I am very strongly of opinion that at the present moment it would be very prejudicial to the interests of the Welsh tenant. What may happen in 20 or 30 years' time, when people are more educated, I cannot say, but you must bear in mind that the Welsh farmer, or any farmer, is not commercial. You cannot deal with him as you can with a shopkeeper. It is a different position altogether.

37,733. But he is commercial enough to appreciate his own interests, is he not?—I do not think so. He is not commercial enough to deal with his own affairs in a commercial spirit.

37,734. In a commercial spirit or in a commercial manner?—In a commercial manner. The time will come, no doubt, when he will.

37,735. Do you think there is sufficient labour on the land now?—No, I do not think there is.

37,736. Why; is it because of the agricultural depression, do you think?—Well, of course that has a very serious effect upon labour.

37,737. Do you think it is caused by shortness of cottage accommodation to any extent?—No, I think not.

37,738. Not at all?—I think not. The labourers have left this country because they get better pay elsewhere. If you could pay them they would stay here.

37,739. They go because the industrial districts give them higher wages?—Exactly.

37,740. You say when you give notice of abatement, you send out beforehand?—Yes.

37,741. May I ask what length of time that is before the rent audit or the rent day?—It is always very well known before the rent day what abatement we are going to give. What the abatement is going to be is as well known as possible a month or six weeks, or more than that, right through the estate.

37,742. So that a tenant could not say that he had to sell his stock at a low price in order to get money ready for his rent and then find that he did not want quite so much when he went to the rent audit?—No, I have never had a complaint.

Mr. *Grove*—continued.

37,743. There has been complaint of that in some cases?—It might have been the very first time when abatements were made, in the first instance, but since then I think notice has been given, at all events it has been always very well known.

37,744. You gave us a list of abatements; you read out some of the figures, and said other landlords had acted in the same way. I suppose those figures are fairly typical of what has been done on other estates?—They vary a little.

37,745. But taking it throughout?—Yes.

37,746. You complain of the railway rates. Do you mean the local railway rates, or do you mean competition rates for foreign produce?—That is a big subject. I have not gone into that but the local rates are undoubtedly too high. You cannot get a ton of manure from Llanelly or Swansea, or anywhere else, without paying an enormous rate for it.

37,747. Do you happen to know whether it is above the legal charge that the railway companies are entitled to make?—No, my knowledge is not sufficiently accurate.

37,748. I suppose you know about this little book which is published by the Board of Trade for 1*s.*, that tells you everything connected with it?—Yes, I do.

37,749. Then as to the list of commons or enclosures that you have been good enough to give us, you have no objection to that appearing on the notes, have you?—No, not the slightest.

37,750. As a matter of history, it will be most useful to us?—I believe it is practically correct. I have taken it from my draft awards, and I believe it to be correct, but if you will be good enough to submit it to the Board of Agriculture to look over, I shall be glad, in case of any slight error.

Professor *Rhŷs.*

37,751. You are agent for several estates, think?—Yes.

37,752. Containing altogether a large area. I was only just going to ask you what was the language of most of the tenants on the estates you have to do with?—Welsh.

37,753. Nearly all?—Nearly all.

37,754. You speak Welsh, I suppose, yourself?—Yes.

37,755. You find that a help do you not?—Yes; I do, certainly.

Mr. *Brynmor Jones.*

37,756. You said that in your opinion a Land Court would be prejudicial to the tenant?—I think so.

37,757. Why?—He would lose the warm interest which the landlord has in him now.

37,758. But his condition is deplorable now according to you?—No; I was going to ask before I left, permission to say this. It was not the

Mr. *Brynmor Jones*—continued.

tenants' condition, but that the present condition of agriculture was deplorable. That was what I intended to remark, not that the condition of the tenant was deplorable. I must be allowed, if you please, to correct that. That is what I wanted to say when I used the word deplorable.

37,759. But notwithstanding the warm interest taken by the landlord, it appears that the business of farming is a losing business?—It cannot be a winning one at present, at all events.

37,760. In what way would a Land Court make the tenants' position worse?—I do not think he would have the same consideration that he has now. I do not think so. There is not much got out of land at any time, the little prestige that there is left would be gone, and the interest in property would be gone in a great measure.

Lord *Kenyon.*

37,761. You said just now something to the effect that the tenant in course of time would treat matters in a more commercial spirit. Do you think that would be to his advantage or not?—It is a long time ahead, I am afraid.

37,762. Do you think it would be a good thing if the landlord were to treat his property in a commercial way?—Not for the tenant at present. I think it would be a good thing for the tenant if he could deal with the thing in a more commercial spirit than he does.

37,763. But not for the tenant if the landlord did that?—No, certainly not.

37,764. Do you think that a Land Court would induce the landlord to treat his property in a more commercial way?—I do.

Mr. *Griffiths.*

37,765. As to these tenants who have had the abatements that you have mentioned, have they had their rates reduced in proportion?—No, I have tried that, and it is impossible. So far as I can ascertain, you can get no abatement of assessment for an abatement of rent. It must be a permanent reduction of rent before the Assessment Committee will take any notice of it. I think it is very hard lines.

37,766. Then with regard to the haulage and timber cutting, do you not think it would be much better for the tenant to treat with the landlord. Is it quite fair for the tenant to have to treat with the timber merchant?—I have always stood by the tenant. When I have had any complaint I have always met it. The tenant who has timber cut on his land may have some disadvantage, but he gets a great quantity of timber, pretty well any quantity. I do not think it is a loss to the man as a rule.

37,767. I have seen some cases where tenants have not been in a very fair position to treat with the timber merchants; the landlord has sold the trees, and the tenant is obliged to take what he can get?—I have had that here, and I have stood behind the tenants, and brought the timber merchants to book; I always do so.

Mr. *Griffiths*—continued.

37,768. I know you are a very extensive land agent and surveyor. Are you also a practical farmer?—Yes; I have farmed all my life, and my father before me, and I am farming now.

37,769. You say you do not approve of a Land Court. Do you consider that the present way of valuing farms by a person employed by the landlord is quite fair to the tenant, that the tenant should not have a word to say in the matter?—I suppose I have valued as much land as any man living in this country. I have always found that my figures have been accepted fairly.

37,770. In other valuations we find that there is generally one appointed by each party, and an umpire. Do you not think it would be fair for the tenants to have the same thing with regard to farms when there is any dispute?—I do not know that the tenant on the whole would benefit by it. Instead of having one honourable and competent man to do what is fair between the two men, you set the two men in antagonism with each other, and the consequence is they are sure to differ, and an umpire comes in. Each makes the best of his own case, and finally it goes before an umpire.

37,771. But is it not natural that the valuer should be inclined to lean to the one that has employed him?—Not in the least. The man has his own reputation at stake, which is of greater value to him than any money that he gets, if he has any position at all in the country.

Mr. *Richard Jones.*

37,772. You say that the abatements vary on the different estates?—Yes. Shall I give them to you.

37,773. Will you hand them in. That will be the best way?—I can do so afterwards. I cannot hand you in at present the paper I have in my hand, because you would not understand it, I will read it. I have given you the abatements granted by Sir Marteine Lloyd and Mr. Gwynne Hughes. Then on the Glansevin estate, Edward Price Lloyd, Esq., 10 per cent. 1885, 10 per cent. 1886, 5 per cent. 1887 and Lady Day 1888, 10 per cent. in 1892, 10 per cent. in 1893. On the Maeslydan estates, Captain Lloyd Harries, 10 per cent. from Michaelmas 1885 to Lady Day 1888 inclusive, 10 per cent. in 1892 and 1893. On the Dolaucothi estate, 20 per cent. at Lady Day 1882, 10 per cent. at Michaelmas 1882, 5 per cent. in 1883, 20 per cent. in 1885, 10 per cent. 1886 to 1888, 10 per cent. 1892 to 1893, and a further abatement of 5 per cent. for lime, for those who carted lime in 1893. Colonel Methuen's estates, 10 per cent. in 1885, 1886, 1887, Lady Day 1888, and 1892, and 15 per cent. in 1893. As to Sir Henry Davies, the abatements have been the same as the last I read.

37,774. Upon whose initiative were those abatements made. Were they made by an

Mr. *Richard Jones*—continued.

umpire, or were they made on your advice?—They were made acting on my advice, certainly.

37,775. I will ask you this question: are the farms evenly rented on the different estates?—I think they are, very fairly.

37,776. Why should you advise a greater reduction in some cases than in others?—The answer to that is this: Farms that are of fairly good quality, near railways and markets, do not require so large an abatement as those that are distant, and poor land. As in Mr. Gwynne Hughes' case, he has given 10 per cent. to his tenants near Llandilo and St. Clear's, and 20 per cent. on the estate called Brechfa, right out in the mountains, inferior land, far away from markets. The general character of the property in the district is taken into consideration, and the position and facilities for markets.

37,777. But would not the position of the farms be taken into consideration when the rent was adjusted in the first instance?—The consequence of the depression is very much more severely felt on bad land than it is on good land, and on land distant from markets more than it is on land close to markets.

37,778. Practically it amounts to this, that the farmer has to take what the landlord chooses to give him?—Certainly.

37,779. You say that the depression commenced in 1879, and that it is owing chiefly to bad seasons?—Foreign competition and bad seasons.

37,780. Bad seasons chiefly?—Bad seasons at present chiefly. Yes, I think so.

37,781. Are we to understand that the depression since 1879 is to be attributed to bad seasons?—In 1879 it was attributable to a bad season, but there have been very high prices and very good times since 1879, cattle selling at such prices that when taken to England they were kept the whole summer and sold fat at the same price that they were sold here as store cattle, the English farmer getting nothing for their keep. That is since 1879.

37,782. Was it through bad seasons that you made reductions in those bad years since 1879?—Low prices, and various causes, not so much bad seasons then as at present.

37,783. Do you know this farm of David Williams' well?—Yes, very well.

37,784. Is there any poor land on it?—Yes.

37,785. How many acres?—I could not tell you out of book. If I had known you wanted it I should have been very glad to have given you every information about it. It is a large extent of land, I know.

37,786. You do not remember, perhaps, what is the rent of the place?—I really could not tell you. Perhaps you have it there; if you would tell me I will tell you pretty nearly, I dare say. Is it 60*l.* or 70*l.*

37,787. I think it is 90*l.*?—It may be so. I really do not remember.

Chairman.

37,788. Some questions have been handed in by Mr. Llewelyn Williams: "What was the "reason of Mr. Davies, Caefylchy leaving his "farm on the Glansevin estate"?—Well, he and Captain Lloyd, the landlord, did not hit it off together.

37,789. "Is it not a fact that not three farms "on the Glansevin estate are held to day by the "same families as held them 25 years ago?"—I do not think that is so. There were a great number of old life leases on the estate, and those who had lived under them could not survive. They had to leave, and we had to rebuild a great portion of the estate in consequence.

37,790. There was a great change on that estate?—A great change on that estate, greater than on any estate I have.

37,791. "Why is there no demand for leases. "Is it not because rents are too high and the "clauses too stringent?"—I do not think so. They do not care for leases simply because as yearly tenants they consider themselves perfectly safe. They have all the repairs done for them, and they have no liability, whereas under a lease, being a contract under seal, they would have liability certainly.

37,792. "Was not the farm of Penarth, on "Dolaucothi estate, let in the seventies by "tender?"—I was not acting then for the estate. I could not tell you. I only acted after the death of the late Mr. Johnes.

37,793. "Is it the rule that farms should be "re-valued on the outgoing of a tenant?"—It does not follow at all. It depends entirely upon the circumstances.

37,794. "Have landlords done anything to "introduce scientific knowledge of farming "among tenants." I think that was answered. You said no?—No, I think not. Pardon me, Sir James Hills-Johnes, who is with Lady Hills-Johnes and Mrs. Johnes, the owner of the Dolau Cothi estate, has done a good deal in that way. He had a professor down there last year, and laid out, I think, something like 15 acres, or more than that, in experimental plots that were manured according to the direction of the professor. He did all he could in that way to diffuse information with reference to manures in the district.

Mr. *Seebohm.*

37,795. Was that Professor Parry?—It was not Professor Parry who attended there; I forget his name; it was another professor, from Aberystwith.

Chairman.

37,796. "Does not the fact that abatements "are made imply that rents are acknowledged "to be too high?"—No, I do not think so at all. I do not think it affects the question of the rent so much. Rents are fixed upon an average price, and when the price becomes very much beneath

Chairman—continued.

that from some adverse circumstances the landlord has to come to the rescue, and he does.

37,797. "Why is there less drainage done "now than formerly?"—I have done a great deal of drainage, and have had to give it up because I could not get the tenants to keep the ends of the drains open even; they do not open their side ditches, the roots come in and fill the drains; they do not appreciate them sufficiently, that is one reason. Another reason is that at present prices of labour there is very little land in this country that would pay for draining.

37,798. "Is it not because farmers have lost "heart because they are not certain of compen-"sation?"—I do not think so at all. The farmers have drained very little. There is very little drainage done by the farmers, and as a rule what is done is not of much value. They do not know much about it to begin with, and it is only half done. That is as a rule, there are exceptions, of course.

37,799. "Do farmers know the provisions of "the Agricultural Holdings Act?"—I think not.

37,800. I think you said that. "Have you "ever seen a copy of it in the hands of a "tenant"?—No, never.

37,801. "And has it been translated into "Welsh?"—Not that I am aware of.

37,802. "Does not the preservation of game "tend to disturb the relations of landlord and "tenant?"—Where excessive, no doubt.

37,803. "If freeholders, who have inherited "their farms, fail to make farming pay, why is "it that, as you say, tenant farmers have of late "shown an increasing desire to buy their "farms?"—I do not think I said that.

37,804. You did not say that?—I do not think so. I did not intend to.

37,805. "Do you know of any cases where "tenants' children work at home for nothing, "and where the tenants can still hardly find "money to pay the rent"?—Where there are children they work, and as to the circumstance of the tenant being unable to pay the rent in any particular instance, of course I have no means of knowing.

37,806. "You say that the farmers' condition is better now than it was 30 years ago." Is that so?—Yes, the farmers' condition, very much.

37,807. "Is the standard of comfort as high among Welsh tenant farmers as it is among English tenant farmers?"—I think it is, having regard to the capital they have got invested in their farms.

37,808. The next question I do not know whether you will be able to answer: "How "often do they get butcher's meat?"—I do not know.

37,809. "Is it the case that tenants on Mr. "Gwynne Hughes' Brechfa estate have to pay "the fire insurance premium for the landlord?" —Yes.

Chairman—continued.

37,810. "Have you ever postponed the date "of the rent audit in order that tenants should "not sell their cattle at too low a price?" —I do not think I have had occasion to do so. Rents due on the 25th March are received at Brechfa on the 17th July, and those due on the 29th September are received about the 17th or 18th of January. I have never been asked to postpone an audit there. I would have done so with great pleasure.

37,811. There is another question which I do not know whether you will be able to answer. "You say that abatements were made on your "advice." You have advised abatements of rent?—Certainly, I was consulted.

37,812. "Do the landlords take pains to "acquaint themselves with the position of their "tenants?"—Position in what way? They take a very great personal interest in their tenants.

37,813. Then there is this question by Mr. H. L. Stephen: "Do you consider that the abatements recently given have caused the loss in "each year to be fairly divided between landlord "and tenant"?—Yes, I do.

Mr. *Richard Jones.*

37,814. I will put one question, arising out of an answer of yours to a question of Mr. Llewelyn Williams. Do you know of any class of people having the same amount of capital who live as hard as tenant farmers?—I do not know. Their capital is not very large, and they get a living out of it, a great number of them; I do not know that they live so very hard in this country. I do not find it so.

37,815. Are you in a position to know how they live?—I am, indeed. I am every day in their houses, and have been all my life.

37,816. What was your answer with respect to the fresh meat?—I said I did not know.

37,817. Then, on your own showing, you are not in a position to know how they live?—Not at all on my own showing. Enter any farm-house you like, and you will find there is a very good fat pig hanging up, and there is plenty of food everywhere, and the people are looking well and healthy, and I know they are well fed. I know them personally, and have known them all my life, and there is no hard living amongst them.

37,818. I suppose you would consider it hard to live on bacon all the year?—I should not consider it hard, with their capital, to live upon what they live on.

Mr. *Brynmor Jones.*

37,819. Their capital, did you say?—Their capital, yes.

37,820. But is one's diet to vary with one's capital?—One's capital would influence one's ability to regulate one's diet, very much, I think.

Mr. *Griffiths.*

37,821. Can you tell us what has been the result of the experiments carried out by the Agricultural Department of Aberystwith College at the place you mention?—I am sorry to tell you that it was a complete failure owing to the season. The season was so dry that it was only where nitrate of soda was applied there was any appreciable difference; the phosphates and other manures had no effect whatever simply because they had no rain. Re-examined, 39,414.

The witness withdrew.

Mr. William Llewelyn Williams called and examined.

Chairman.

37,822. You live, I think, at Swansea?—Yes.

37,823. You were at one time exhibitioner in modern history at Brasenose College, Oxford?—Yes.

37,824. You were also Powis Classical Exhibitioner and the writer of Bridgman's Prize Essays?—Yes.

37,825. You have handed in a statement and I will ask you now to read it?—I am the son of the late Morgan Williams, Brown Hill, Llansadwrn, a tenant farmer on the Abermarlais estate, and have taken a deep interest in the agricultural question in Wales. I have acted as honorary secretary to the central committee of Carmarthenshire farmers for the organising of evidence to be placed before this Commission.

Difficulties.

Great difficulty has been experienced in inducing farmers to come forward to give evidence. When it was first announced that the Commission was about to sit, public meetings were held all over the county, and the greatest readiness was manifested on the part of the farmers to give evidence. Gradually, however, the enthusiasm cooled down, and very few farmers, who were eager to give evidence at first, will now be found ready to come forward. The only reason for this falling off of enthusiasm is the fear, well or ill-founded, on the part of the tenant farmers, that the landlords of the county view with coldness, if not with aversion, the visit of the Commissioners. All the members of the committee were of the opinion that the tenants were afraid to give evidence on account of the real or fancied opposition of the landlords. The Witnesses' Protection Act is thought to be insufficient to protect the tenant against future annoyances, if not actual hard treatment, from the landlord or his agent. At a meeting of the central committee, held at the Assembly Rooms, Carmarthen, Mr. Lloyd Morgan, M.P., barrister-at-law, explained the nature of the protection afforded by the Act. Several who were present at the time immediately left the room, and appeared no more at the meetings. Again, I have received very many letters from farmers, giving facts which would be within the province of this Commission to take into account, but those who have supplied them are unwilling that the facts should be made known, for fear of the consequences. More than one instance has been given at the committee meetings where the landlords have interfered with their tenants' intention to give evidence. Even good landlords have not encouraged their tenants to come forward. Since writing that my attention has been drawn to two instances, one Mr. Vaughan Pryse Rice, of Llwynybrain, who sent a circular late in March, after we had collected all the tenants' evidence, giving them permission to give evidence; and I believe Lord Dynevor has also intimated his willingness that his tenants should come forward. With those two exceptions, no landlord that I know of has encouraged his tenants in any way to come forward. I submit copies of letters which passed between Lord Emlyn, the chairman of the quarter sessions, and myself, with reference to granting the use of the Town Hall, Carmarthen, for holding the committee meetings in. I should also say that Lord Emlyn is the chairman of the quarter sessions, but I wrote to him as chairman of the joint police committee. The hall is used for concerts, and, I believe, political meetings, but its use was denied to the farmers.

Golden Grove,

Sir, December 4th, 1893.

I am in receipt of your letter, but regret that I am unable to comply with the request which it contains. I do not think that the meeting you mention is one for which I should be justified in granting the use of the Town Hall at Carmarthen.

I am, &c.

(Signed) Emlyn.

Mr. W. Ll. Williams.

Ty Coch, Swansea,

My Lord, December 5th, 1893.

I regret that you cannot see your way to comply with my request for the use of the Guild Hall, Carmarthen. The object of the meeting is neither sectarian nor political, but we are only endeavouring, to the best of our ability, to aid the inquiry which the Government has instructed the Royal Commission on Land to make.

Yours, &c.

(Signed) W. Llewelyn Williams.

The Right Hon. Viscount Emlyn.

This will, perhaps, indicate the attitude of passive resistance which has been taken up by even good landlords towards the Commission, and it will help to explain the distrust which tenants feel who are entirely dependent on the goodwill of the landlord. I submit also a letter which I received from the son of a tenant farmer, who had intended to give evidence, and who had actually sent me particulars of the evidence

which he thought of giving. His mother, however, who is a widow, and his relations, fearing the future illwill of landowners and agents, have succeeded in preventing him from appearing as a witness.

DEAR MR. WILLIAMS, March 30th, 1894.

RECEIVED your papers safe, and enclosed you will find them returned. I am very sorry to tell you that I want to withdraw my name from your list of witnesses. I had kept the matter of my giving evidence a secret till now, but, somehow or other, some of my relations have heard it (especially my mother), and I had to pledge to her that I shall not give evidence. She believes that she shall suffer because of my giving evidence, and rather than she or anybody else may say so, I deem it expedient to withdraw——

I have handed you a copy of the letter, but I should not like the name to transpire if it could possibly be prevented. The greatest difficulty has been experienced to induce the men who have suffered most to give evidence themselves, or to put information in the way of those who are willing to appear before the Commissioners. It is the best landlords, as a rule, who are ready to appear before the Commission, men who have comparatively little to fear from the inquiry. The worst landlords will allow others to speak for them. Those who are willing to speak for the tenants, on the other hand, are for the most part either men who are comparatively well off, and are not, therefore, entirely dependent on their landlords, or men who have left off farming or have other means of subsistence than by tilling the soil. Another difficulty has been the almost impossibility of bringing documentary, or indeed any proof except tradition to bear upon things that happened 40 or 50 years ago. The landlords have preserved deeds and documents in their estate offices, and can produce or suppress at will. The farmers find it impossible to prove any of their statements which relate to a condition of things that existed before their own time. For instance, it has been impossible, in many instances, to find out the rents of farms in 1844, because of the many changes that have occurred in the tenancies of farms. The present occupier remembers the rent paid by his predecessor, but knows nothing, as a rule, of his predecessor's predecessor. This is the case not only with increase in rents, but with unexhausted improvements which were not paid for to the outgoing tenant. It is, therefore, impossible to know how much landlords have benefited during the century by their tenants' labour and industry.

INCREASE IN RENTS.

It will be clearly proved, I think, to the Commissioners (1) that there has been a general increase in rents, concurrently with a fall in the price of produce, and a tremendous rise in the price of labour; (2) that there has been a great decrease in the rural population; and (3) that the land does not produce as much as it might, owing to inadequate cultivation, resulting from insecurity of tenure, absence of proper compensation for improvements, and the consolidation of farms. Mr. T. E. Ellis, M.P., in October last quoted before the Commissioners from the Statistical Abstracts of the Inland Revenue Reports to show that rents had increased in Carmarthenshire by 73·9 per cent. since 1814. It will be impossible for the tenants, on account of the limitations which I have already specified, to show that there has been such an increase in every case. It is impossible because we have to rely on the memory and experience of one generation only, but the rise in rents during the last 30 or 40 years will show the spirit in which Welsh tenants have been treated. Though the tenants can only show, in most cases, that rents have advanced during their own lifetime, it should not be assumed that rents were not continually advanced before their time. The Rev. Walter Davies, in his report on the state of farming in South Wales in 1814, says that "there are instances of tenants at will being "nearly ruined by having expensively improved "their respective farms, which, as soon as the "improvements had begun to repay them, "became the property of others, such as would "not be troubled by any nice qualms of con-"science which might plead the tenant's case." This would seem to show that the grievances which farmers complain of to-day are at least as old as 1814. Mr. Clare Sewell Read, afterwards M.P. for Norfolk, published in 1859 an essay on the Farming of South Wales, which received the prize offered by the Royal Agricultural Society of England, and which seems to have been written in a very fair and impartial spirit. After showing that the Welsh farmers lose by growing corn and hay, he goes on to say, "But "it will be naturally asked, 'If this be a fair "'statement, how do the farmers live?' They "depend chiefly on the young stock to pay the "rent, and rely on the dairy. . . . In "addition to this, the small farmer and his sons "do the principal work and repairs of the farm. "They have thus hardly any outgoings for "labour or tradesmen's wages and they live in "a style of patriarchal simplicity, almost "entirely on the produce of their own land." Further on, he says that "Recent leases exhibit "an increase of rent on the old ones from 50 to "300 per cent., and the land is now (in 1859) "let at its extreme value." It is to be regretted that farmers cannot show how rent has been advanced since 1814. I am, however, in a position to testify to one case. My grandfather, Morgan Williams, of Brown Hill, held the farm of Ffrwd Wen, in the parish of Llandilo, on a lease about the year 1814. The rent paid by him was 35*l.*, but the present rent of the farm is between 70*l.* and 80*l.* From the figures quoted by Mr. Ellis, it will also be seen that Camarthenshire is the only county in which the rents have sensibly increased since 1879, and in many hill-side parishes, such as Myddfai and Llanfynydd, rents have been advanced during the last ten years on farms which were, even 40 years ago, let at their extreme value, and in spite of the fact that cattle and farm produce have fallen in price, while the price of labour has trebled during that time. Farmers have been compelled to acquiesce in

this increase, because they are, as a rule, dependent on tilling the soil for subsistence, and are not, therefore, free to treat with their landlords on equal terms, and they have been, and are, sentimentally attached to their birth-place, and find it difficult to settle in England or abroad. The style of farming, the language, customs, and religious worship would be different. (Of late years, however, there has been an appreciable increase in the migration of farmers. Quite a small colony of farmers from the district of Llangadock has settled in Herefordshire, Brecknock, and on Lady Llanover's estate, near Abergavenny.) "The smaller holdings," wrote Mr. Clare Sewell Read, in 1849, "are generally "dearer in proportion than the large farms, "simply, it is supposed, because there are so "many competitors for small parcels of land." The competition for farms is to-day none the less keen because the population has decreased since 1849, for the number of farms has also decreased through the consolidation of several small farms. Instances are still frequent where farmers try to outbid one another for farms. It may not be that the landlord invariably lets his land to the highest bidder, but there are plenty of instances where landlords take advantage of the competition to extort a higher rent for the most desirable applicant. I will quote the case of my own father as an instance. My grandfather took Brown Hill, a farm on the Abermarlais estate, in 1830. The dwelling and out-houses were built in 1801, and I believe they were, and are considered, to be models of their kind. An Englishman, named Abbott, was his immediate predecessor, but he was completly ruined, and died in the workhouse. I do not know what rent my grandfather paid when he took it, but I believe it was let to him at a moderate rental, as the local farmers were afraid to take such a large farm, which had ruined an Englishman. The land had also, I believe, been uncultivated for some years prior to 1830. My grandfather, however, had a family of six sons and two daughters. Five of his sons worked on the farm, four of them till they married, while my grandmother and the two daughters also worked hard. In 1850 a lease for three lives was given him, to cover the lives of himself, his wife, and his eldest son, at a rental of 250*l.* a year, but a good portion of the farm was taken away, and added to other neighbouring farms. My grandfather survived his wife, and eldest son, and in 1862 retired, leaving my father who had recently married, to live at Brown Hill. In 1870 my grandfather died, and the lease was therefore determined. The then landlord, Mr. Henry Foley, resided in France, and his estate was managed by Mr. Protheroe Lewis, a Llandilo solicitor, with whom my father was on excellent terms. It had been arranged between my father and Mr. Lewis that my father should be granted a fresh lease of 21 years at a rent of 280*l.*, an increase of 30*l.* on the old rental. Before, however, the lease had been formally signed, another farmer from the neighbourhood offered 320*l.* for Brown Hill, and, according to Mr. Protheroe Lewis, offered him besides an honorarium of 100*l.* This honorarium, which is locally known as "cil dwrn," is a perfectly well-known thing, but whether agents accept it or not I cannot say. Mr. Long Price, of Talley, speaking at a rent audit some time ago at Llangadock, stated that farmers had often offered him such a thing. (I mention this simply as bearing upon the frequency of the practice, and not as reflecting in any way upon estate agents.) Mr. Lewis, however, refused to accept the honorarium, and gave my father the first refusal of the farm at 320*l.* My father had no option but to accept. He had a young family of six children, the youngest only born in that year. He had lived all his life practically at Brown Hill, and was much attached to the place. He knew very little English, and being at the time about 45 years of age, would have found it extremely difficult to have settled down elsewhere. No doubt, too, he did not like to leave a farm which his father and himself had done their best to improve. These improvements did not merely consist of bringing a farm which they had found a prairie into a high state of cultivation, but he had planted trees in the orchard, and made the garden a little paradise—improvements which could not be estimated at their money value. It would also have been impossible for him, without paying a fancy price, to get another farm in the neighbourhood. About the time the land hunger in the district was intense. The Danyrallt estate, owned by the Lloyds, was sold about that time, and was bought by a Mr. Alan James Gulston, who ruined himself by buying it at too high a figure The consequence was that all the rents on the estate were, without exception, raised. Farmers, rather than leave their homes, consented to an increase, and I believe the neighbouring landowners, gathering confidence from the success of Mr. Gulston, followed suit whenever possible. My father, therefore, consented to accept a lease for 21 years at a rent of 320*l.* The times were good, and the farm was in excellent condition. I believe that for some time it was possible to pay the rent. The lease (produced) was signed on August 30th, 1870, but was to date for the 29th September 1869. The three lives' lease, however, under which the landlord's interest was 250*l.*, only determined at my grandfather's death in February 1870, so that the landlord's increased interest of 70*l.* a year commenced before the expiration of the old lease. I need not point out, my lord, that the agent in that case was a lawyer. In 1890 the lease expired, and during the 20 years not a single penny was given in abatements. The point of that is that my father had to pay an increased rent of 35*l.* a year, while the old lease had not yet expired. In 1872 or 1873, I believe the foot and mouth disease caused widespread, and in some cases ruinous loss among farmers. I know that my father lost considerably. But I have never heard of a landlord showing any active sympathy with the tenant in these circumstances. I know, too, that on more than one occasion cattle had to be sold at a low price in order to meet the rent. One year, I well remember—about 1878, I think—our most valuable cart mare was sold for 60*l.* in order to pay the landlord, and I do not believe that the

See 42,592–42,656*a*.

full half-year's rent was not paid on the day of the rent audit throughout the period. I think, my lord, that the most valuable cattle ought to be kept on the farm in order to improve the stock, instead of having to be sold in this way in order to meet the landlord's demands on the day of the rent audit. My father, however, had died before the expiration of the lease, and my mother had married again to Mr. Rees Lewis, the present tenant. Mr. Lewis, however, in 1890, was in a more independent position than my father was in 1870. He is the owner of one or two farms in the parish of Llansadwrn, and possessed, therefore, more freedom to contract with his landlord. Nor possibly was he sentimentally attached to Brown Hill in the same way as my father was. He refused to accept the farm without a new valuation. The landlord appointed a valuer of his own—a gentleman from Pembrokeshire, I am not sure that it was not Mr. Rule Owen, who gave evidence before the Commissioners—who valued the farm at 280*l.*, which is the present rent. For 20 years, 40*l.* a year had been paid more than the land was worth. Had this been done through a mistake on my father's part, or even through an unfair valuation, the thing might be more tolerable. But the rent agreed upon in the first instance was exactly the same as that at which it was valued in 1890, and it was only advanced to 320*l.* through taking a merciless advantage of the tenant's helplessness against insane competition. It is also more than doubtful whether the man who bid for the farm against my father would have been able either to stock or to manage it properly. But landlords, especially if they have as their agents men who are not practical farmers, seem to care little for the character of the tenant or his financial position, as long as he is able to pay the rent. The condition of the law at present—which enables the landlord to be the first creditor to be considered—no doubt causes landowners to be sometimes, at least, careless as to the financial position of the tenant. I produce also a circular, which was lately sent out by the recently-appointed perpetual curate of Gwynfe, with reference to the glebe farm of Llwyncelyn. It will help to illustrate the manner in which farmers are asked to outbid one another for farms, though, as I have stated, the farm is not necessarily given in every instance to the highest bidder. I have no hesitation, however, in saying, as Mr. C. S. Read said in 1849, that the competition has increased the rents. I do not know how many applicants there were for Llwyncelyn, but I believe they were many. The farm was let to Mr. Howells, Pantmeredith, a neighbouring farmer, who has already a farm to till. I do not think that glebe farms are, as a rule, well managed. The incumbent, having only a life interest, tries to get as much out of them as he can, and spends as little as he can help. This is the circular:

"Llwyncelyn Farm.

"As there is a number of good applicants for the farm of Llwyncelyn, we have found it very difficult to decide upon a tenant. We have therefore made up our minds to let the farm by tender, though we do not bind ourselves absolutely to accept the highest tender.

"If you are still an applicant, please read the following instructions carefully, and send me your offer:—1st. The rent is to be 60*l.* a year. 2nd. Possession can be had at once. 3rd. The rent is to be paid from the 25th of March next. You need not say anything about repairs.

"The question for you to decide is, 'What goodwill are you prepared to give if appointed tenant?'

"You can take a few days to consider your offer, and then write to me.

(Rev.) J. Jones,
February 24, 1894. Gwynfe, Llangadock,
R.S.O."

I do not know how often it is the case that these glebe farms are given to tenants on condition that they go to church. I know, however, that at Llansadwrn the glebe farm of Llwyncelyn was given to the last two tenants, William Jones and Anthony Williams, on this condition. Both were previously Independents, but after becoming tenants of Llwyncelyn, they and their families went to church. I do not think that any men should be tempted in this way. Some of the people who have been "converted" in this manner have felt the degradation of their position very keenly, and nothing has done more to destroy the self-respect of farmers than the temptation to which they are exposed of being, as it were, bribed to relinquish the religion of their fathers. This keen competition for land has not only had the effect of lowering the character and destroying the manliness and independence of spirit of the farmers, and of causing them to plot and scheme one against the other in order to win the landlord's favour, but it has, in too many instances, made landlords arrogant, unsympathetic, and harsh in their dealings. I will give one instance, which will, perhaps, show what injury to the whole community may be inflicted by irresponsible power being placed in the hands of an unfit person. The farm of Pentre Meurig, in Llanwrda, is, or was, one of the best in the whole of the Vale of Towy. The house is an old one, and was once the residence of Sir John Powell, one of the judges who acquitted the Seven Bishops. It is the largest farm on the Llwynybrain estate, and from what I have been told, its recent history is something as follows. In 1835, David Prosser left the farm, which he held at a rent of 350*l.*, but the farm at the time was much larger than it is at present. John Prosser took it in 1835 at a rent of 400*l.*, but in 1841 left on failing to obtain a reduction. Another Prosser took it at the same rent, and remained there till about 1852. In that year it was taken by a man named Price, who failed to make it pay, though he had four daughters working at home on the farm. Price left in 1859. Another Prosser took it from 1859 to 1862, when he had to leave through refusing to sign an agreement. Then it remained a "pasture for birds" for a year and a half—a prairie. In 1862 Daniel Samuel, holding a farm called Llwyncyfarthwch, near Llanelly, took the farm on a 21 years' lease, at a rent of 460*l.* He had two sons and two daughters working on the farm, and it was

a matter of comment and wonder to the neighbours to see Pentre, which had hitherto had a small army of male and female servants, managed in this way. Many tales are still told of the careful thrift which was exercised by Mrs. Samuel, and how she used to take butter-milk to Llanelly to sell. In spite of this, Samuel could not make the farm pay. Major Rice, the landlord, however, held him to his lease, and it was not till after seven years of fruitless toil that he succeeded in getting a man to take the lease from him. Rees, the new tenant, soon found that he could not make the farm pay, and ran away to America in order to escape from his covenant. But he had to return, as he had a small farm called Llanfihangel, in the parish of Llanfihangel Cilfargen, which he had not disposed of. This farm he had to sell, and remained for another dozen years or so at Pentre, employing no labour except at harvest time, and allowing the land to run out. He was eventually sold up, and died shortly after, broken in heart and fortune. There were plenty who would be willing to take the farm at a reasonable rent; in fact the land hunger is so great that there is no lack of applicants even for a rack-rented farm. But even Welsh farmers flinched from certain and inevitable ruin by offering as much rent for a farm when it was run out as two previous tenants had failed to pay for it when it was in good condition. Major Rice, however, steadily refused to give it to anyone except at the old rent, and he persisted in this determination till the day of his death, which occurred two or three years later. In the meantime, this, the largest farm in the whole neighbourhood, at a time when land hunger was rife, and in a district where tilling the soil is a necessity for the very existence of the population, was allowed to become a prairie. The crop of hay was allowed to rot upon the land in order to save paying the parish rates. The loss to a small parish like Llanwrda was considerable, and the rate had to be increased. A man was hired to keep off trespassers, and he was the only person who made a livelihood out of a farm which once directly supported, and now supports, a dozen people or more. Two other large farms on the Llwynybrain estate were also unlet at the time of Major Rice's death, and all have since been let at reduced rents. Two or three years after Rees' death—the last tenant I mentioned—and while Major Rice was still alive, a man named Morris, from Carmarthen, took the farm at the old rental; his wife did the dairy work almost unaided, and her death, which took place shortly after taking the farm, was to some extent, at least, caused by overwork. Morris then gave up the farm. On the death of Major Rice, and after a short interval after Morris' leaving, the farm was rented to a tenant named Davies, who still lives there. He has five sons and two daughters working hard on the farm, and improving it. His rent is, I believe, 280*l.*, but he has no security that it will be continued at that price after the farm has been increased in value by the expenditure of his capital and his children's labour. The history of Pentre Meurig illustrates the danger and loss to the community of placing irresponsible and absolute power in the hands of one man over the means of production. Other influences have, perhaps, been at work to a lesser degree in raising the rents, especially since 1870, in Carmarthenshire. A very large amount of land to the north of Llandilo has been sold and resold during the last 30 years; and even in cases where there has been no actual sale, new men have come into the property, who had little or no previous connexion with the tenants on the estates. The change of ownership may not have in every case resulted in the increase of rents; but in many instances, within my own knowledge, it undoubtedly has. The following estates have been sold during the last generation:—Alltyferin, Glanbrydan (twice); Danyrallt (twice); Saunders Davies'; Glanbran, Cynghordy, &c. The following have changed hands through marriage or inheritance:—Middleton Hall, Manoravon, Abermarlais, Llwynybrian, &c. The relations of the old tenants and the new owners have been, to a greater extent than was once the case, based on commercial lines. Men, who had made money in trade, bought land for its social value, and gave too high a price for it, and expected a fair return on their investment. I believe also, that the social value of ownership of land has decreased since the political influence of landlords has been lost through the Ballot Act. Whether this may have a tendency to make landowners treat land as they would any other commercial commodity, I will leave the Commissioners to decide. It is certain that for years before 1868 Carmarthenshire always returned Tories to Parliament. In 1868 it returned one Liberal, in 1874 two Tories, in 1880 a Tory and a Liberal, and in 1885 and since two Liberals. At the election of 1874, the Abermarlais tenants were told to assemble at the Abermarlais toll-gate, and were there decorated with red rosettes the Conservative colour, and were marched to the polling place at Llangadock, calling on the way at the Tory committee-room to get their register number, which was given them on a card. Hitherto, the owners of Abermarlais had been Liberals, and had allowed their tenants to vote as they liked. The change was not due, I believe, to the new owner, but to the agent, Mr. Molesworth Ellis, a letter from whom to a tenant on the Gulston estate, who applied for a reduction in his rent, I also submit:—

28, Park Place, Cheltenham,
16th December 1885.

Sir,

In reply to yours of the 15th instant, I beg to inform you Mr. Gulston does not intend making any return at his audit, his property not being made up of a large number of farms such as is the case in the estates you named in your letter, which alters the case materially. In your case, I consider you do not pay a very high rent considering the small acreage of your farm. In dealing with a small property like Mr. Gulston's, I take each case on its merits, and consider a general reduction in no way called for. I am aware markets are low, but this is the result of five years of mismanagement under a Government

calling itself Liberal, and under that name ruining every industry that is English. I hope if the present Government remains in office, a better state of things will return, otherwise all classes will have yet to suffer much greater privations.

I am, &c.

To Mr. Rees, (Signed) M. Ellis.

Tir Glancennen Farm.

I should like to point out three things in that letter:—"The property not being made up of a "large number of farms" seems to imply that the rents would be higher according to the smallness of: "considering the small acreage of "your farm"—the small farm is still rented at a higher figure than the larger farm, according to Mr. Ellis—and to the manner in which the political opinions of the tenant are endeavoured to be influenced. I should like to remind you also that this being written a little after the General Election of 1885, at which for the first time Carmarthenshire had returned two Liberal members, it seemed to imply that because the tenant farmers had returned two Liberals to Parliament they could not get any reduction in the rent.

Mr. *Brynmor Jones.*

37,826. The general election was in 1885, I think?—Yes, some time in the autumn, I think, and this was in December. At the election of 1874, the Dolgarreg tenants were assembled in a body at Llanwrda, decorated with the Tory favour, marched to the railway station, and thence to the polling place, calling at the Tory committee room on the way. The owner of Dolgarreg at the time was Mr. Charles Bishop, clerk of the peace for the county of Carmarthen (before the County Council's Act). I mention the fact that he was clerk of the peace because he was in receipt of public money. It is certain also that concurrently with the decline of their political influence landlords have become less anxious to keep up the number of their tenants. At one time a landlord maintained as many men on the land as he could. The tendency has been of late years to throw together small farms in order to save repairs, at the cost of reducing the number of tenants and increasing the competition for land.

See 39,546.

Relations of Landlords and Tenants.

There is no tenantry in the world which has shown so much attachment to the landlords. The common name for a landlord is "master," which indicates the close personal relation that once existed between landlord and tenant, and which the tenant has never lost sight of even now. In spite of innumerable broken pledges, hardships, and oppression, the tenant, as a rule, is willing to place implicit faith in his landlord's word. A chance expression in the course of a casual conversation is often sufficient for the farmer to build his hopes on. Tenants have carried on large and expensive improvements, relying either entirely on the honour of the landlord to allow them to enjoy them, or on a verbal promise to that effect. It would be easy to multiply instances of this, but perhaps the following will suffice, in addition to others which will be given by other witnesses. (1.) The late Mr. Price, of Lasallt Isaf, Llangadock, greatly improved the farm, which was part of the Saunders Davies' estate. A book, which is in the possession of the present tenant (a nephew of Mr. Price), shows that 268*l.* 19*s.* 8½*d.* were spent on improvements during the first 12 years of his tenancy, but this amount by no means represented the full value of the improvements made. At the end of the 12 years the estate was re-valued, and the rent was raised from 66*l.* to 100*l.* About 1884 the farm was sold with the rest of the estate, and no compensation was paid for improvements. (2.) The same person built a thatched cottage and a small cow-house for the use of a labourer who worked on the farm. He asked for a lease on them, but the agent answered, "Is that the amount of your confidence in your "landlord?" Five or six years later the plot of land on which the cottage and cow-house stood were sold. Mr. E. Price Evans, the present tenant of Lasallt Isaf, asked Mrs. Saunders Davies to make some consideration for the cottage, when the land was sold, but was refused. The rent of the little place was raised by the new landlord from 9*l.* to 12*l.* per annum. Before I leave Lasallt Isaf I should like to say that about 18 months ago a tenant received notice to quit from the landlord, although no reason was assigned at all for it. The tenant's opinion is (I give it for what it is worth) that one of two things was the cause of his receiving this notice, either that a tale-bearer, to whom I refer later on in my evidence, untruly told the landlord that he shot over the farm, or that the tenant asked the landlord too often for necessary repairs to be done. In any case the notice to quit was received, and I am not sure whether it has been taken back yet. (3.) Mr. Price, of Lasallt Uchaf, worked hard on his farm. His grandfather and father had done much to improve it before his time. Between them they cleared and drained several acres of land, erected new out-buildings, and were only allowed 60*l.* odd towards the barn, the haulage for which they had to do gratis. In spite of their efforts to improve the farm, the rabbits were allowed to eat up everything, and there were fields of corn in which they never put a scythe. Once the agent was called to see a field of barley, and he valued the loss at 40*l.*, not a penny of which was ever paid. Last of all, the dwelling-house had to be re-roofed; on the completion of the work they were asked to pay for it. They wished to be allowed this sum at the next audit, but the agent wanted them to wait till the following audit. This they said they could not do, and they were dismissed from the farm about 1880. The rent had in the meantime been increased from 80*l.* to 120*l.* I believe since that time the rent has been lowered to 100*l.* These are but few instances of the way in which landlords have broken faith with their tenants. The fact that they were not legally liable does not free them from blame. The tenants have tacitly always seemed to recognise that their

interest in their farms is more than a mere tenancy. They have cheerfully spent money and labour in improving their farms, and it has taken many years of bitter experience to show them the folly of doing so. Even now, however, tenants are eager to take advantage of the slightest hint from the landlord or his agent to spend money or labour in improving their farms. When landlords betray any desire to devote themselves to the public service, farmers are eager to give them the chance, unless the issue is a distinctly political one. For example, Lord Dynevor, Lord Emlyn, Mr. Gwynne Hughes, I believe Sir James Drummond, Sir James Hills Johnes, Mr. Herbert Peel, the late Mr. George Jones, &c., are all members of the county council; while Mr. Pelham, of Abermarlais Park, found himself (much to his own surprise, it is said) at the top of the poll at the last school board election at Llansadwrn. Nothing is to me more remarkable than the loyalty which is expressed towards the old Welsh families, such as the Rices, of Dynevor; the Lloyds, of Glansevin; and the Johnes, of Dolaucothi; even by men who are tenants on other estates. Often this real attachment to the descendants of the old national leaders is carried to such an extreme that it has come to be mere fawning servility. The tenants have certainly never shown any lack of respect, loyalty, and even affection for their landlords. Most of the landlords, on the other hand, seem to have cast away the responsibilities which once attached to the ownership of land, though they are still careful to enforce the old privileges, even to the extent of claiming the old "fowl duty." They have taken advantage of the tenants' ignorance of English, which has practically bound them to the soil, of their attachment to their old homes, of their confidence in their "masters," and of the keen competition there exists for land. Unfair clauses have been inserted in leases and agreements, and the latter have been often signed by tenants ignorant of their contents. In other ways, also, *e.g.*, in regard to common land, the tenants' ignorance of law has been taken advantage of; while for years, and even now, farmers have been very unfairly assessed for the local rates. On many estates the death of an old tenant is made the occasion of a rise in the rent; in but few instances have the new tenants refused to pay the advanced rent; and often persons will be found to promise to pay more for farms than the out-going tenant was paying, though the tenant was leaving through inability to pay his way. There is no longer any close personal relationship between landlord and tenant. The landlord lives in a small world of his own, and hardly ever comes into contact with his tenantry. The tenants look upon him as a man different from themselves in religion, politics, habits, mode of life, and language. In England the squire is looked upon as a typical Englishman; in Wales he is a stranger, who has few points of contact with the tenants, except at the rent audit. The tenantry are all extremely religious, and attend to their devotions on week-days as well as on Sundays. The landlord never joins with them in these observances. I have seldom seen a landlord do so much as notice a nonconformist minister, the leader of the farmers of the parish; I have never seen one in a chapel; and I have never heard of one attending a prayer meeting. I consider the joining of landlord and tenant in common worship of incalculable importance in promoting good feeling and mutual understanding. A landlord who saw his tenant once or twice a week at church or chapel would be less liable to deal unfairly with him; and a common religion would help to promote community of feeling and interest. The tenants find enjoyment in musical and literary meetings which are carried on in the Welsh language. The landlord is seldom or never seen at any of them, and never pretends to take the slightest interest in the amusements or recreation of his tenants. Sometimes, however, landlords may be seen at ploughing matches, and nearly always at horse races. In cases where the landlord is able to speak Welsh, it is always broken Welsh, and he makes a point of addressing his tenants in the second person singular, to mark, I presume, his consciousness that he condescends when he speaks the vulgar tongue. The tendency of this is to cause the tenant to depreciate his own language, which to my mind is one of his most sacred possessions, and so cause him to lose his self-respect and manliness of character. He begins to distrust himself and all things Welsh, simply because they are Welsh. The landlord is often such a stranger in sentiment, language, and even in person, that he can only be approached through an intermediary. Many landlords have encouraged and multiplied these intermediaries, who are quite different from the regular estate agents. Sometimes they have a small office, either a sub-agency or a post in connexion with the valuing and selling of timber; and sometimes they have no office or stated position at all, but are simply go-betweens between landlord and tenant, carrying tales to the landlord about the tenants' wrong-doings, and being repaid by the bribes and hate and fear of the tenants, and by uncertain donations from the landlord. The game-keepers on some estates have more influence even than the estate agent and often no tenant, however old and respectable, is secure once the game-keeper is offended. Last year, for instance, Lewis Hillman, of Waunrhebog, a tenant of Llwynybrain, was turned out of farm and home, without any compensation for the improvements he had made. His family had lived at the farm for generations—as far as the memory of man can reach—he had been brought up on the farm, and had grown to love it. Recently a new house had been built; he himself had built, at his own expense, sheds for cattle, and had been at great pains to beautify the surroundings of his home He tried every means to induce his landlord to allow him to remain, but nothing availed. The only conceivable reason for evicting him was that his wife had been caught by the game-keeper setting a snare to catch a rabbit in the garden hedge. The landlords, by making the tenants feel that they are nothing to them in comparison to their

See 39,214–19.

game, and the complaint of a game-keeper or a tale-bearer has more weight with them than the interest of their best tenant, have tended to destroy the independence of the farmers, and to make them fawn and curry favour even with the landlords' menials and under-strappers. In the matter of buildings also, the landlords have not endeavoured to create a self-respecting tenantry. In very many instances the dwelling and outhouses are in a fearful state. Pentre Meurig, for years, was in a wretched condition. Lasallt Uchaf Farm was nearly tumbling down over the heads of the tenant and his family. At last, one winter, the house began to be pulled down; masons were sent to prepare for its re-building; the family were put to great discomfort, and had to sleep in a room which was only protected on one side from the weather by a tarpaulin; while the house was in this state the masons, &c., were called away to Llwynybrain to build kennels for the landlord's dogs. The tenant then left, and, I believe, is now a tenant of Sir John Llewelyn, in Breconshire. Lasallt Isaf may be looked upon as one of "historic homes" of Wales. It is the house where Bishop Morgan Owen, of Llandaff, when dispossessed of his see by the Puritans, retired to die, and where he was visited by Vicar Prichard, of Llandovery. In England, I fancy, such a house would be preserved, were it only as a historical curiosity; in Wales I doubt if any landlord would trouble himself with the associations of a farm-house. In any case the house is allowed to remain in a ramshackled condition; utterly unfit (as the agent has, I believe, expressed himself) for human habitation, though a farmer and a young family live there. The roof of the dwelling-house came down, from end to end, one stormy night, and the family had to shift from bed, as the rain descended on them in torrents. During the last five or six years the barn has also been only partially roofed, and the tenant has been compelled to take his corn to be threshed at a neighbouring farmer's. On a fine day, however, he is able to thresh on a floor which he made himself. Mr. Gray, the president of the National Union of Teachers, speaking at Oxford last month of the wretched school accommodation in many parts of England, asked "Can the lessons in "morality, taught in the schools, be effective, "when the whole surroundings are an object "lesson in direct opposition to such teaching?" If this is the case with schools in England, where children remain for four or five hours, much more is it the case with farm-houses in Wales, where men and women live. There are instances without number of farm-houses which have no partitions upstairs, and it requires no great stretch of imagination to understand the humiliation which the children of farmers, who live under such circumstances, feel, when they return home on a visit. I have myself slept in an upstairs room—the only one in the house—where there was neither window, nor ceiling, nor partition, when paying a visit to an old schoolfellow who has graduated at Oxford, and is a member of the South Wales Circuit. The sanitary arrangements and privy accommodation are in many instances not only defective, but non-existent. Persons living amid such sordid and squalid surroundings must deteriorate in character. Landlords have steadily and constantly increased their rents, but they have taken little or no trouble to teach their tenants a better system of farming, whereby the increased rents could be paid. The Rev. Walter Davies, in his report, did not condemn, without qualification, the practice of raising rents, for it helped, he said, to bring out the latent energy of the farmers. Perhaps, looked at from this standpoint, high rents are not an unqualified evil. They have, at all events, caused Welshmen to struggle to enter some profession or occupation other than farming, and have thus given to our future Queen a physician, and to this Commission a secretary. But (1) rents have been advanced beyond what land can possibly be worth under the present system of farming. Take, for instance, the cases which are frequent where children, by working for nothing at home, save 40*l.* or 50*l.* a year in labour to their parents; and yet the parents are not able to save anything. (2.) The advances have been made on the improvements made by the tenants, so that farmers have lost all confidence, and will not take the trouble to farm properly. I believe that the land could be made to produce much more were the tenant's confidence in the certainty of his return restored. The rents also are so high that it is only by denying themselves all the luxuries and some of the necessaries of life that many farmers are able to pay their rents. It is very seldom that butcher's meat is to be found on the table of the largest tenant farmer, and the eggs and poultry are nearly always kept for the market. His food is of the simplest; his clothes of the roughest. There is hardly any difference between the clothes and food of the large farmer and the labourer. Although the capital of the farmer is a good deal more than the capital of the labourer, with all this skimping and sordid thrift, the tenant is barely able to pay his way and the insecurity of his position makes him too hopeless to try new ways of farming, which would entail the expenditure of capital. (3.) Mr. Sewell Read pointed out that the Welsh farmer paid his rent out of cattle and dairy. The cattle, however, have fallen tremendously in price; the price of butter, however, has kept up. Nevertheless, the landlord has not helped him to make the most of his farm. The dairies are often in a wretched condition. Poultry farming would require the building of sheds, but landlords will not grant necessary repairs, much less sheds for farmers to make experiments in poultry farming. Market gardening is almost unknown in rural Wales, and landlords have done nothing to educate their tenants in this respect. Orchard keeping would mean a large outlay and slow returns, but Welsh farmers cannot stand one or the other. A large outlay would be almost impossible to most of them, and they dare not trust in the future as long as they are at the mercy of the whim of a landlord. Bee farming, also, is practically unknown, though I cannot

See 38,719, 42,104.

see why it could not be profitably worked. Hardly a good horse is raised in the Vale of Towy, north of Llandilo, though I believe a good hunter or cob would fetch a fair price. Few pigs are bred in comparison to the demand. I may say that one of the largest horse fairs of the year was held yesterday at Carmarthen (John Brown's fair), and I was told that the horses were generally fetching from 25*l.* to 35*l.*, and there were very few horses sold at over 40*l.* yesterday.

Lord *Kenyon.*

37,827. What class of horse? Agricultural horses?—No; light 'bus horses, or something of that sort.

37,828. Half-bred horses?—I did not see them myself.

37,829. It makes a little difference?—I did not see them. The landlords have been hard taskmasters, expecting ignorant and poor tenants to make bricks without straw. "The best way "for an enterprising landlord in the Welsh parts," wrote Mr. C. S. Read, in 1849, "to disseminate improved and scientific agriculture among his dependent farmers would be to encourage the education of the most intelligent of his tenants' sons, and to place them in the Royal Agricultural College, and to permit them to view various good farming in England and Scotland." Landlords have never encouraged the educating of their tenants' children in scientific farming or in anything else. They look with suspicion—in every case that has come under my notice—on the children who are sent away to be educated, and always regard them in the light of possible destroyers of game, or catchers of fish, or upturners of established systems, which they do not wish to see upturned. If Welshmen had had to depend on their landlords they would never have had elementary or intermediate education, university colleges, or a national university. The tenants are consumed with a fine, though often blind, enthusiasm for education; the landlords have been either hostile or indifferent. The leaders of the Welsh people have been men sprung from among the peasants; there has been no leader sprung from the landlords for the last three centuries.

Rural Depopulation.

I consider that the bad condition of houses, and the absence of all means of recreation, have been the main reasons for the rural depopulation. Servant girls, for example, can get quite as much money, as a rule, on farms as they can in towns; yet the complaint is that they are extremely scarce, and indeed can hardly be got for love or money. This is no wonder when it is considered in what wretched rooms they have generally to sleep. In a farm-house "a woman's work is never done"; and when they retire to rest they have to sleep in an ill-ventilated room, or sometimes in a room which has too much ventilation through lack of adequate roof. Often there is no ceiling between them and the roof, and there is no comfort. They have little or no social life. They have no regular half-holidays or holidays, and have to see their sweethearts by night. This, however, is not held to be a sufficient excuse for being late to their work next morning. Similarly, servant men and labourers earn almost as much money in the country as they can in the towns, but they have no comforts and no social life in the country. The labourers' houses are, as a rule, wretched places, dark, and therefore dirty, with no ventilation or decent conveniences, and often are allowed to tumble down over the heads of the occupants. Servant men are even worse off than servant girls for sleeping accommodation; they sleep in a "dowlod," or kind of light shed made of wicker-work and plaster, which is placed, for the sake of warmth, in the cowhouse, over the cows. I have heard even of farm servants having to sleep in what is called a "bing"—the open space in front of the cows in the cow-house. In summer they sometimes sleep elsewhere, as in the "storehouse," or some spare room in one of the outbuildings. I remember the time when servants had a kind of domestic competition on the hearth as to who could make the best wooden spoon or basket, or string onions. There is now nothing of the kind. The servants are gradually losing their character as members of the family, and do not remain as much in the farm kitchen. They have little or no domestic life. If they are studiously inclined they have no means to satisfy their desire for mental improvement. Their only books, as a rule, consist of the Welsh Bible and hymn book, and I can remember seeing servants often reading them by the light of the fire in order to save the home-made candles. There are no night schools, and no room, except the public-house, where they can turn in to spend the evening. Indeed, had it not been for the Sunday school, the society, the singing school, and the prayer meeting, they would have been absolutely deprived in many instances of all intellectual recreation and social life. These institutions, which have flourished in Wales for about a century, have done an incalculable amount of good, were it only from this point of view. In 1886 we started a reading room and debating society at Llansadwrn. For two or three winters the institution was very flourishing, and there were about 70 members at one time on the register, while the attendance at the debates on political and social subjects, and at mock trials of poachers, &c., which were held, was far greater. We met in a little disused vestry room belonging to the Independent Chapel, but had to leave this after some time owing to the objections of one of the chapel trustees. We then took a small house in the village, at a yearly rent of 3*l.* or 4*l.* Four or five of the prominent members, however, left in 1889—two for Australia, and one to become a preacher. The effort to pay 3*l.* or 4*l.* rent and to get sufficient to pay the other expenses proved too much, and the reading room, which was for years a bright feature in the life of the parish, is no more. The experience of Llangadock was, I believe, something similar. The reading room flourished as long as there was someone to look after it, and succumbed when the leaders left. There are reading rooms, I believe, still at

Llanddeusant and Llangadock, but they are not "public" rooms, or, at least they are not looked upon as such. They are under the influence of the church, and farmers and farm servants do not feel free to make use of them. What is wanted is a room where the people can smoke and talk freely, as they would at a public-house; which is not "bossed" by their superiors, and where they would not be in danger of being patronised by the vicar and his family, and which would have a large room adjoining it where concerts and eisteddfodau could be held. At present it is extremely hard to get up even a small entertainment in a country village, as there is the initial difficulty to be overcome of finding a room to hold committee meetings in. I have known a committee being formed, and an eisteddfod being organised at the cross-roads of the village on a fine night, after a prayer meeting. Until some consideration is paid to the growing demand for better comforts, more decent conveniences, and more facilities for social converse, it would be useless to expect the mere increase of material wellbeing to stop the rural depopulation. I submit the following figures, abstracted from the Census reports, showing the rural depopulation during the last 50 years. The parishes I have selected are agricultural parishes, with which I am personally well acquainted. It will be seen that the population was highest in 1831 and 1841. According to a note in one of the Census returns, the great increase in the population after 1811 was due to the fact that a great deal of common land had been enclosed about that time. The Rev. Walter Davies states that 11,280 acres of common land were enclosed between 1807 and 1812 in Carmarthenshire. The correctness of this surmise as to the reason for the increased population is borne out by the following fact: The increase in Llansadwrn was most rapid between the years 1811 and 1821; and 1,500 acres of common land had been enclosed in 1809. In the case of three parishes, viz., Llanwrda, Llangadock, and Llandingat, it will be seen that the population has increased since 1841. In the two latter cases, however, the population is decreasing in the last 10 years, while it is only in Llanwrda that there has been a constant increase. The increase is due, not so much to the fact that the *agricultural* population is increasing, as that the railway runs through these villages, and little industries and trades unknown before are springing up around the railway stations. The parishes which have suffered most have been those which are like Llansadwrn, Cayo, Myddfai, and Cilycwm, contiguous to parishes through whose villages the railway runs, but which are not themselves touched by the railway. The more remote the parish is from the railway, the smaller is the decrease, *e.g.*, the decrease in Llansawel has been comparatively small. On the other hand, the decrease in Llanfynydd, which is equally remote from the railway, is most marked; but this is to be directly traced to the policy of landlords in consolidating farms. Another, though not very conspicuous reason for the depopulation, is the gradual disappearance of the old rural industries. The *pandy* and *llŵdy*—the dyeing works, the weavers, hoopers, thatchers, and even blacksmiths, carpenters, and masons, are not so plentiful.

(*The witness handed in the following table*):—

Population of Rural Parishes.

	1801.	1811.	1821.	1831.	1841.		1851.		1881.		1891.		Decrease since 1841.	
					Inhabited Houses.	Population.	Inhabited Houses.	Population.	Inhabited Houses.	Population.	Inhabited Houses.	Population.	Inhabited Houses.	Population.
1 Cilycwm	1,485	1,484	1,459	1,637	367	1,481	293	1,487	229	1,087	210	1,019	157	462
2 Cayo	1,668	1,696	1,880	1,971	431	2,108	413	2,198	423	1,879	394	1,803	37	306
3 Llanddausant	682	807	854	1,006	185	942	173	851	141	647	126	561	59	381
4 Llanegwad	1,557	1,803	2,070	2,214	502	2,113	431	2,008	376	1,638	345	1,508	157	605
5 Llanfair-ar-y-bryn	1,062	1,483	1,426	1,475	333	1,649	319	1,705	273	1,281	245	1,157	88	492
6 Llanfihangel Aberbythych	654	718	867	911	215	948	192	860	195	888	183	886	32	62
7 Llanfynydd	1,145	1,191	1,412	1,436	286	1,358	283	1,376	235	1,019	217	949	69	409
8 Llangathen	908	1,017	1,171	1,182	263	1,108	224	1,035	193	868	174	750	89	358
9 Llansawel	773	849	919	1,024	234	982	211	1,051	194	944	179	898	55	84
10 Llansadwrn	807	955	1,246	1,221	289	1,192	250	1,127	211	944	196	849	93	343
11 Myddfai	934	1,085	1,110	1,192	240	1,073	232	1,069	203	909	174	786	66	287
12 Talley	822	880	1,084	1,058	256	1,068	202	1,005	178	839	167	754	89	314
Total	12,497	13,918	15,498	16,227	3,601	16,022	3,223	15,782	2,851	13,043	2,160	11,920	991	4,102
13 Llanwrda	495	494	528	560	124	553	113	572	116	558	120	598	—4	Increase. 45
14 Llangadock	—	—	1,627	1,631	322	1,495	325	1,505	404	1,911	388	1,730	66	
15 Llandingat	1,395	1,618	1,917	2,465	497	2,345	504	2,452	511	2,507	515	2,216	18	235
														—122

Occupations of Rural Population in Carmarthenshire.

	1851.	1891.	Increase.	Decrease.
Landed proprietors Graziers Farmers	4,132	3,663	—	469
Farmers' sons	2,223	1,655	—	568
Farm bailiffs	42	89	47	—
Farm labourers Farm servants	6,189	3,211	—	2,978
Shepherds	16	27	11	—
All others	132	454	322	—
	12,734	9,099	380	4,015

Net decrease, 3,685.

Population of Carmarthenshire, 1891.

English.	Welsh.	Both.	Total.
11,751	63,345	36,937	118,624

I need not go through the figures. The decrease in 12 rural parishes during the last 50 years has been 4,102, and there has been a decrease in the number of houses in those 12 small rural parishes of 991.

Chairman.

37,830. That is the whole of your statement?—That is the whole of my statement.

Sir *John Llewelyn.*

37,831. After your very interesting evidence, may I ask what deduction you draw from the advice given by Mr. Lloyd Morgan in the Assembly Rooms at Carmarthen to the tenants there. You say they left the room after he had given his advice?—Yes, they thought that the Witnesses' Protection Act was not sufficient to protect them from future annoyance.

37,832. That was the advice he gave them?—No; he explained the nature of the Witnesses' Protection Act. He said it would be a criminal prosecution, and that everything would have to be proved to the hilt, and that they would have to prove that the landlord had done something to them on account of the fact that they had given evidence before the Commission before they would be protected.

37,833. I only want to get the impression that was left upon your mind as to the cause of the tenants immediately leaving the room. Why did they leave the room after the advice?—They thought that the protection that was afforded by the Witnesses' Protection Act would not be sufficient to protect them, and therefore they determined not to give evidence, and left the room rather than do so.

37,834. I quite understand that. Was that the advice that he gave them—that in his opinion the Act was insufficient?—Yes. He did not say so in so many words, but he simply explained the nature of the provisions of the Act.

Sir *John Llewelyn*—continued.

37,835. And when that was finished, was it followed by what is expressed in your own words, namely, that "several who were present "at the time immediately left the room and "appeared no more at the meetings"?—Yes, that is so.

37,836. May I ask if you are of the same opinion, that the Act is insufficient?—Yes, I am.

37,837. That was the impression left upon the minds of the tenants?—Yes.

37,838. We have done our best on the Commission with regard to this matter?—We are very much obliged to you.

37,839. We have said that we propose and hope to uphold the law to the utmost extent?—I do not say that landlords, except in very few cases, would try to prevent their tenants giving evidence; but what I say is that the impression, at all events on the part of the tenants, is that they would.

37,840. When you corresponded with Lord Emlyn as to the Town Hall at Carmarthen, did you do so with him in his public or his private capacity?—In his public capacity.

37,841. Because you go on in your evidence to suggest "This will perhaps indicate the attitude "of passive resistence which has been taken up "even by good landlords towards this Com-"mission." Is that a perfectly fair deduction?—Yes, because he allows the Town Hall to be used in his private capacity for political purposes, and for other purposes than those of holding town meetings and the sessions, and so on.

37,842. Then you think it is a fair deduction to say that he is hostile towards this Commission?—No, I should not go so far as to say that he is hostile, but he is indifferent.

37,843. Do you think it would have been a good thing if the landlords had encouraged their tenants to come forward?—Yes, I think so.

37,844. I think you also use the words that some landlords have given permission?—Yes, those have come to my knowledge since.

37,845. Is there any ground for giving permission to a man for that which at present belongs to him?—Yes, in the case of Welsh tenants there is.

37,846. I do not wish to quarrel with you; but I should not have thought you would have given permission to a man to use that which is already his?—They never enjoy that liberty.

37,847. With regard to your old farm upon which your ancestors were brought up—Brown Hill, on the Abermarlais estate—were you born there yourself?—Yes.

37,848. You have given us very interesting evidence with regard to the change of the rent that was payable, and how it was raised from 280*l.* to 320*l.*?—From 250*l.*

37,849. It was distinctly on a competition rent?—Yes.

37,850. I take it that the rent of 320*l.* was paid for a considerable number of years?—For 20 years.

37,851. And on a lease?—On a lease.

Sir *John Llewelyn*—continued.

37,852. It was subsequently reduced to 280*l.*?—Yes.

37,853. But for 20 years that rent was paid?—Yes.

37,854. I take it rather that your father throve upon the farm where his predecessor had been ruined?—How do you mean?

37,855. Was it not the fact that the Englishman who had been there before was ruined?—Oh, yes. It was my grandfather who took it after that That was simply because he had not any labour to pay for; he had five sons.

37,856. Do you know why that Englishman was ruined?—Because he tried to introduce English ways in farming, and tried to live according to the standard of English farmers.

37,857. The Welshman farmed it according to the Welsh fashion, and so he made it pay?—Yes, and he lived according to the Welsh fashion.

37,858. You speak of living according to the Welsh fashion; but your father was able to give you a very liberal education at Oxford?—That I have had to pay for now.

37,859. You won scholarships and exhibitions?—Yes, I got 165*l.* in scholarships, and anything that I wanted besides I have had to pay back since I have come to earn money myself, and that is the case with nearly every son of a Welsh tenant farmer.

37,860. Is that really what you mean by saying later on in your statement that all the leaders of the people have sprung from the peasants?—No; what I meant was this, that if you take any names like Griffith Jones, Llanddowror, or Thomas Charles of Bala, or Rowlands, Llangeitho, or the name of any man who has helped to make Wales what it is to-day, you will find he has sprung from the peasant class for the last 300 years. Since the Tudor times the landlords have alienated themselves from the tenantry, and have not tried to keep in contact with them.

37,861. When you speak of a merciless advantage having been taken of your father's helplessness against insane competition, do you think that is a fair expression to use?—Yes.

37,862. I suppose you would apply that expression to all competition rents?—When one man is utterly helpless, and when the other man has the whip hand of him, and when, as Mr. Davies has said, the tenants do not look upon farming in a commercial spirit—they are not commercial men in any way—I think it is merciless to take advantage of their helplessness.

37,863. Of course, from my point of view, I should set that off against the fact that the rent was paid for a consecutive number of years. Would you tell us upon that whether the rent was made out of the farm?—No, it was not. It was paid as I stated. My father died in 1877. I believe up to that time the times were pretty good; up to 1877. My father dying in that year, the following year, when my mother farmed it herself, as I have stated, she had to sell the most valuable cart mare we had in order to pay the rent. I remember at another time the money had to be borrowed to pay the rent. Since 1880, the tenant has been a freeholder, who has two or three small farms himself in the same parish (Mr. Rees Lewis), and he lets those out, and he paid the rent out of the money that he received from his farms.

Sir *John Llewelyn*—continued.

37,864. But he pays 280*l.*?—He pays 280*l.* still.

37,865. You also say that "On many estates the "death of an old tenant is made the occasion of "a rise in the rent; in but few instances have "the new tenants refused to pay the advanced "rent." Do you think there is often an advance in rent when there is a change of tenancy?—Yes; I cannot say that it is so in the parish from which I come, and for which I could speak personally: but I am afraid I have allowed myself to make that statement after looking over the tenants' evidence.

37,866. I was only going to ask whether it continued; it may have been the case in past years, but is it the case now?—I can only say that the tenants who have submitted their evidence to me to prepare for you are willing to prove that statement.

37,867. When you speak of close personal relationship between landlord and tenant, and when you say that the landlord does not join with the tenantry in their religious exercise, I quite agree with you that it is a matter of incalculable importance in promoting good feeling and mutual friendliness that that should be the case, but do you give no credit to some of the farmers being churchmen and going to the same place of worship, and some of the landlords being nonconformists, and going to the same place of worship as the farmers?—I quite agree there may be some, but very few. There may be some here and there—no rule is without an exception.

37,868. Again, when you speak of the landlords as being hostile or indifferent to education, you will not apply that to all of them, I hope?—Oh, no; I make some exceptions.

37,869. With regard to depopulation I was going to ask you this. You spoke with regard to depopulation of the rural parishes, the population going into the towns. Would you give us your reasons; what do you think has been the cause of the depopulation of the rural parishes?—I have stated here that I think more than the increased wages in the works is the fact that there is no social life in the country, no good houses, and no place for recreation to turn into of an evening, or anything of that kind. I believe that of course the increased wages in the works have made it possible for these men to migrate, because they are able to go somewhere else.

37,870. That is one element?—That is one element certainly, but it is not the main element. I would say the bad condition of the houses has a great deal to do with it.

37,871. Quite so. I am coming to that point, and I am very anxious to hear your opinion with regard to the condition of the housing of the population?—Yes, the bad condition of the houses, especially the labourers' cottages, has

Sir *John Llewelyn*—continued.

more to do, in my opinion, with the rural depopulation than the increased wages that can be earned in the works. I know, for instance, of several cases where men have gone to the works, and though they have been able to earn more money there, they have returned again to be farm servants, simply because they cannot bear to live elsewhere than on the land, and I believe that the number of those people who would come back would be infinitely greater if the houses were better, and if social conveniences were a little better.

37,872. Do you know many labourers' cottages that have become ruinous?—Yes, I can give you one instance; I have one in my mind's eye now, in the parish of Llansadwrn. I believe there were about 12 or 13 in a cluster near Maesyrhiw. Mr. Davies probably knows the case. They have all tumbled down.

37,873. There is another element which I want to bring in, that is, the social side to the question, and the opportunity that they would have in villages or in the works for recreation in the evenings. Is that an element?—Certainly, I think it is.

37,874. Do you think that the people who have now received a better education than their fathers and grandfathers want more recreation in the evenings?—Yes.

37,875. Do you suggest any way in which that could be provided in agricultural centres?—Yes, if the landlords were what some agents have represented them to be, and took a close personal interest in the tenants, they would provide those things themselves.

37,876. I rather agree with you that that should be as free from patronage as possible?—Yes.

37,877. The difficulty would be, would it not, to find suitable leaders, and to do it in such a way that it should not be called patronage?—No, I do not think there would be any difficulty at all. There are men among the Welsh tenants who are fit for any position if they had only been trained for it, and who are looked upon as leaders at the present time even, in the parishes.

37,878. You think there are these three elements, then, that have depopulated the country: higher wages obtainable elsewhere, social advantages in centres of population, and, on the other side, that the cottages have become less convenient and less good than they used to be?—Yes.

37,879. Is there any other element, do you think, that might be suggested to bring the people back again on the land?—Allotments, of course, would help.

37,880. Is the Allotment Act put into operation?—No, I do not know of a single instance, but there have been cases since I remember where labourers have had enough land given them by the farmer as a part of their wages to keep a cow or two; for instance, on Brown Hill there is a labourer who has a little cottage, and who keeps a cow or two in that way.

Professor *Rhŷs*.

37,881. You mentioned just now that a chance expression or a casual observation on the part of a landlord to his tenant is often sufficient for the farmer to build his hopes on?—Yes.

37,882. Do you think that sort of thing, showing the great trust the tenants have in their landlords, partly accounts for the feeling you heard expressed this morning, namely, that the tenant is not businesslike in his way of treating with his landlord?—Quite true.

37,883. It would be better if they were taught to be more cautious, and to have things put down in writing?—Yes, or get better landlords.

37,884. But in any case would not that help to spare misunderstanding?—There is no doubt that if you get a good landlord and a good tenant that is the best way, in my opinion.

37,885. But even a good landlord may have a bad memory, and if the things were put down in writing, and if the tenants were to insist on having things in writing that would spare many difficulties afterwards, would it not?—Yes, there is no doubt it would, but it is very seldom that they keep even valuable things. For instance, leases; I could not get a lease that I had even seen at home the other day. They keep all the white paper that is not written on, and they destroy all the paper that is written on, as a rule.

37,886. That is simply for the sake of future writing. You do not think there is any ground for the landlords thinking that the children of the farmers are too highly educated. We heard the other day that they were too much educated?—I do not think so.

37,887. You say that very seldom the landlord takes any interest in the musical or literary meetings that the tenants attend, and so on. You would make some exception from that, would you not?—Oh, yes.

37,888. There are several well-known families in this part of the county who have always been famous for encouraging everything Welsh of that sort among the tenants?—Yes, I could name two or three of the old Welsh families. The feeling towards the old Welsh families among the tenants is quite different, in my opinion, to that which is felt towards other families who have come on the land later.

37,889. The Dolaucothi family, for instance, there is a good feeling towards?—Yes, the Dolaucothi family, and I have also named the Lloyds, of Glansevin. The feeling is quite different, in my opinion.

37,890. You have alluded to the old custom as to the fowl. What does that mean; I am afraid I did not understand you?—They have to give two or three fowls a year. They are customs that would appear to be absurd at present, but which serve to impress on the mind of the tenant that the old feudal relations still exist between his landlord and himself.

Lord *Kenyon*.

37,891. A sort of heriot?—Yes. There are some agreements in which it appears.

Professor *Rhŷs.*

37,892. With regard to the sleeping arrangements for the servants, do you consider that the state of things you alluded to is the result of anything in modern times, or the survival of old habits?—It is an old-standing habit.

37,893. Do you think that the tenants have been in the habit of asking their landlords in former times to build more accommodation?—No, I do not think so.

37,894. They have put up with it?—They have put up with it—they have never seen anything better, and they put up with it.

37,895. There is no reason why it should be so?—Not in the least.

Mr. *Grove.*

37,896. As to this question of the fowl that has been alluded to, it is not enforced, I suppose, in any way?—Well, I cannot say. I have seen an agreement, which I have put in, of Mr. Stokes of St. Botolph's I think it is—it is among the documents I have handed in to the Commission—in which Mr. Stokes has added that to a printed agreement in his own handwriting, so that I should say from that that he still enforced it.

37,897. As to the rural depopulation, from whatever cause it arises, do you regard it as a great evil?—I regard it as the greatest evil possible. I think the land ought to maintain men, and keep up the character of the people.

37,898. Do you think that the land would carry more labour, generally speaking, if the depression would allow more labour to be paid for?—Yes.

Mr. *Seebohm.*

37,899. You, in your interesting evidence, have placed a great stress upon the absence of what we may call the sentimental unity between the two classes?—Yes.

37,900. You feel very strongly upon that?—I think that has more to do with the relations between landlord and tenant than anything else, even more than material wellbeing.

37,901. Do you think that any possible legislation could increase the sentimental unity between the landlord and tenant?—No, I consider it hopeless, and therefore the sooner the whole thing is changed, and we place the relations on commercial lines, or something similar, the better. That is why I think legislation should be provided. If it were possible to revive that old feeling, I would say it would be the best thing.

37,902. Passing for the moment from the delicate religious question, the want of religious unity, do you think that there has been anything compensating in the tenants being thrown upon their own resources, as it were, as regards religion?—Certainly. By having to organise everything themselves, for instance, they have raised their character; they are able to build chapels, to manage their affairs, and generally to raise their character to a higher standard, I

Mr. *Seebohm*—continued.

think, than almost any peasantry with the amount of capital that they have.

37,903. Then, apart from the sentimental view, you look upon the disunion as one of the schooling influences?—Yes, like pain.

37,904. It is an influence which has tended towards intelligence and independence?—Yes, like pain. Pain has been, I have been told, a great factor in evolution, and suffering may teach a lot.

37,905. Going one step further, do you think the competition between the noncomformist sects has had the same effect—that it has also been good in that direction?—It is not altogether an evil. I should not like to say it is altogether good, but it is not altogether an evil, because it has aroused an enthusiasm for theological discussions which, for lack of better means of culture, is a good thing. It is only an exaggerated form perhaps of keenness of intellect.

37,906. Do you think that the work and the schooling which is got in the country villages at the chapels of the different sects has taken to any extent the place of public recreation, public lectures, and that kind of thing?—Yes, I think it has. There is one tenant farmer who will be giving evidence to-morrow at Llandovery who is not able to speak any English at all, and who will have to be examined in Welsh, and I have submitted a copy of his evidence to Professor Rhŷs and I have asked him if he would kindly look it over. It shows a sense of literary style that you would not look for in a farmer of much bigger capital in England. *See* 39,655.

37,907. As to the person who belongs to any one of the Nonconformist schools in Wales, would his intellectual horizon be widened by the fact that he belonged to a sect which has spread over the whole of England, for instance?—No.

37,908. Would not that be one of the things which would tend to widen his mind and take him more out of the rural position in which he was?—No. So long as the Welsh language exists, and so long as no intelligent effort is made to teach the English language to the people, Wales must remain isolated.

37,909. But take a large body like the Methodist body. Does it tend to bring English and Welsh people together, their belonging to the same great religious body?—I do not believe that the Welsh Methodists consider themselves to be the same as the English Presbyterians, but there is no doubt that English thought had a great influence on Welsh thought even in the last century, when there was very little Welsh known. For instance, you will find that Wesley and Whitfield came to South Wales in old times, and the first Methodist revival was helped, at all events, by the Wesleyan revival in England.

37,910. Then you say you consider it hopeless to get rid of the sentimental difference between landlord and tenant?—Yes.

37,911. Do you think the position of things would be improved by the present landlords more and more selling their land, and the land

Mr. *Seebohm*—continued.

getting into the hands of a smaller class, and a more mercantile class of landlords?—No.

37,912. You have not spoken of any remedies, but have you any remedies in your mind that you could suggest?—Well, I should not like to say. What we want is a simple, cheap, and effective remedy, if it is possible. I do not think that an expensive Land Court, or anything approaching that, would meet us. I think if it were possible to have an inexpensive machinery whereby rents could be adjusted, and all differences between landlord and tenant settled, that would be the best thing.

37,913. Now, taking that point, you gave us one instance in which a rent was fixed by the owner of a glebe at 60*l.* a year. We will assume, for instance, that that 60*l.* a year was a rent that was fixed by a Land Court?—Yes.

37,914. On the top of that, and in addition to that, was the possibility of the land being let by tender, and, in fact, put up to auction, the net rent being fixed at a lower rent than the competition rent, thus making a mercantile value in the holding; how could you prevent its being put up to auction, and a sum being paid by the incoming tenant to the outgoing tenant, which would, in fact, place him in the position of a rack-rented man?—I am afraid I have not quite followed your question.

37,915. I will put it again. Supposing that a rent is fixed by a court, and that rent is below the competition rent, owing to the eagerness and the land hunger, how are you to prevent the commercial value coming in, in the form of a payment for goodwill, that payment for goodwill placing the incoming tenant who pays it in the position of a rack-rented tenant, irrespective of the rent which is fixed by the Land Court?—That would be so. I suppose it would be impossible to do away altogether with the payment of goodwill by an incoming tenant. Could not a goodwill be valued as well?

Mr. *Brynmor Jones.*

37,916. That depends upon whether there is free sale, but in some of the legislation which is proposed, it is supposed that even assuming there is to be a fixing of land at a fair rent, the tenant is not to have the right to transfer, except to a member of his own family.

Mr. *Seebohm.*

37,916*a*. I quite admit that but what I wanted to get at was this. You have given us very strong evidence—perhaps stronger than any evidence that we have ever had—of the extent of land hunger. There is, undoubtedly, according to your evidence, very great land hunger, which would make plenty of people willing to take even a rack-rented farm?—Yes.

37,917. You said at the same time that you think that things ought to be placed upon a commercial standard, and upon a commercial platform?—Perhaps I made too general a statement. What I should like to see would be this. I do not want to see present landlords dispossessed in any way, and I should not like to see the tenants getting their lands too cheaply, but I think there ought to be some medium between the landlord and tenant—letting present things remain as they are—let some court or other determine what a fair rent would be. The good landlords do it now, I believe; let the bad landlords be treated in the same way as the good landlords are, but at the same time let it be known that the farms on good estates are let at a fair rent, not through charity, but because the tenants work, and work hard, in order to make the thing pay.

37,918. Of course that is the crucial difficulty that we always come to when we are neither willing on the one side to trust to the law of supply and demand and the mercantile value of land, and on the other side we are unwilling to let things remain as they are following the sentimental rule of things. I will not go any further upon that point, but there is another point closely connected with it. In Wales from the evidence that we have had the ladder between the labourer and the landowners is, perhaps, more complete than in any other part of the kingdom. Do you think that placing things under strictly commercial lines would interfere with that?—Well, that is being interfered with already, I think. I think that there is a greater distinction between servants for instance, and farmers, than there used to be. I mean there is a tendency—the tendency is in that direction—to differentiate between the two classes more.

37,919. But the evidence we have had has certainly led, to my mind, to the conclusion, which is a very happy one, that the labouring population is very much increased in prosperity?—There is no doubt about that.

37,920. And we have often been told that the farmer considers his sons as not being in as good a position as the labourer?—Yes, but the farms have been consolidated; there are not so many small farms now as there used to be, and therefore the position of a tenant farmer is rather more different, in some parishes at all events, from that of the labourer than it used to be 40 years ago, when there was only a small farm and the farmer had to till it all himself.

37,921. Have you personally known of many instances of labourers saving money while being labourers, and then taking farms and becoming tenant farmers?—Yes, they take small farms first, and they increase them if they can. They take a small farm where they can do nearly all the work themselves, and if they are able to save any money there, and the children grow up and so on, they take a larger farm, but I do not know of late years of many instances. During the last four or five years I have known of that being done.

37,922. Then leading on from that to the question of depopulation in the villages, of course the growth of your towns has something to do with it. There is a transfer of population from the country to the towns?—Yes, and into the villages too.

Mr. *Seebohm* - continued.

37,923. Do you consider that that migration has been for the benefit of those who have migrated, that there are greater advantages in living in the towns and earning the wages that they get in the towns?—That depends on circumstances altogether. I mean there are some men who would prefer to live on the land, as I have stated; there are some men who will even come back to bear all the discomforts of living on a farm rather than earn bigger wages in the towns, and sentiment has more to do probably with the Welsh labourers and Welsh farmers than any other class of men that I know of; it carries more weight.

37,924. Would you not say that, looking to history even in classical times, and right down to our own times, that the tendency has been, as education and intelligence has increased, towards a town and city life because of its advantages?—Certainly I would say that. There is no doubt there is some increase in the town population which is inevitable with the increase of comfort and education, but I do not think the increase ought to be so marked as it has been in Wales, but for these other things which I have mentioned in my evidence.

37,925. Then these things which you think would tempt people to live in the country still, notwithstanding the advantages of the towns, I suppose require an outlay of money and of rates, in other words?—Yes, I suppose so.

37,926. Do you think that the farmers themselves are a class who would be likely to wish to have the rates increased for these purposes?—Probably not. In many places in England no doubt the farmers did not like to have the rates increased for the sake of education; but still it was done.

37,927. Would you not rather say there is a difficulty—we are now speaking of the advantage of the farmers and the farm labourers—is it not one of the great obstacles that public opinion in the villages themselves would be against the expenditure on public buildings and places of recreation?—Well, they need not be expensive; even a wooden shed would be better than nothing.

(Adjourned for a short time.)

Mr. *Griffiths.*

37,928. You spoke just now with regard to the farmers keeping all white paper. Do you regard that as a proof of their saving and economy?—Yes, that is what I meant. They want to keep every scrap of white paper that has not been used, and has not been written on.

37,929. So that they may not have to lay out so much money for paper?—Yes. I have received many many letters from relations and friends who are farmers on slips of paper of that description.

See 43,216.

37,930. Have you the date of that agreement of Mr. Stokes', with regard to fowls; I thought it was out of date altogether?—No. You will find there are some agreements which will be produced, one I think by Mr. David Rees, of Forge Farm, the one I was alluding to (it will be produced at Carmarthen), in which the fowl

Mr. *Griffiths*—continued.

duty clause has been added in Mr. Stokes' handwriting.

37,931. You do not mean to say it is in new agreements?—This is a new agreement, I think about five years ago. It is a printed agreement, and Mr. Stokes has added in his own writing this stipulation for the payment of a fowl duty, and a duty of carrying coal, and a few other things of that description. I will produce the agreement here—at least, Mr. David Rees has it. I think there is another agreement on Mr. Gwynne Holford's estate, at Myddfai, where the fowl duty clause is retained; that is produced also.

See 39,272, 39,310-14.

37,932. Can you suggest any remedy to prevent the tenants offering these competition rents, the same as in the case of your family?—A Land Court is the only thing I can suggest.

37,933. Then you consider that a tenant should have really some protection more than he has?—Yes. I do not think it is necessary to do anything revolutionary; leave the present state of things remaining as much as possible, but protect the tenant, who is not on equal terms to contract with his landlord now; make it possible for him to be on equal terms with his landlord.

Mr. *Brynmor Jones.*

37,934. Your evidence is so exhaustive, if you will permit me to say so, that I do not propose to ask you any very numerous questions now; but in reference to the questions which were put to you by Mr. Seebohm. I should like to point out to you that your evidence has been chiefly directed to showing the exact condition of affairs, and the existing feeling, and pointing out the historic causes of the existing condition of things?—Yes.

37,935. The Commissioners would very much like to get from you your view of the remedies?—I have just answered Mr. Griffiths. The simplest and the easiest remedy I think would be the best, that is, any land court which would place the tenant on an equal ground with the landlord in contracting for a farm.

37,936. May I just point out, I was going to say, the difficulty of all persons who are concerned, whether from the reforming side or from any other side in reference to the land question at the present time. It would be very easy, for instance, to do what some witnesses suggested to us—to have an Act of Parliament similar to Lord Ashbourne's Irish Acts, the operation of which would be to create a peasant proprietary in Wales, or, if you do not like the term peasant proprietary, a small holding proprietary. Are you in favour of any extensive splitting up of the estates of Wales, and the creation of small freeholds?—No. As long as they get security of tenure, no.

37,937. That is not the direction in which you suggest that legislation should proceed?—No. Security of tenure I should say would be better.

37,938. Do you suggest that any legislation should be as drastic and as complete as the legislation in reference to Ireland, under the Act of 1881?—I am afraid I am not well acquainted with that.

Mr. *Brynmor Jones*—continued.

37,939. That gives fixity of tenure, fair rents, and free sale, meaning by free sale the right of the sitting tenant to sell to anybody he likes?—Yes.

37,940. If you say that, what I would like to point out to you is that in fact that is the creation of a peasant proprietary?—I am afraid I have not given sufficient consideration to the remedies. The first, I think, and the essential point, is a Land Court to mediate between the landlord and the tenant. If the two were on equal terms, I think that is the chief thing.

37,941. Then I gather, your idea is not dissimilar to that which is embodied in Mr. Bryn Roberts' Bill, or in Mr. Thomas Ellis' Bill, a Bill that would give security of tenure to the existing tenant by means of an appeal for a fair rent to a court of some kind or other, and who could not be ejected from the land, except upon breach of certain statutory conditions?—Yes.

37,942. But the tenant having no right to alienate his interest?—Yes; of course, if he had the right to alienate, it would be a peasant proprietary.

37,943. Virtually it would come to that, and that is what is pressing on the minds of some of us, at any rate?—Certainly.

37,944. You think a Bill giving fair rent and security of tenure, on the lines I have indicated, would meet the demands of the class of tenant farmers of whom you speak?—Yes, I think so.

37,945. Do you think that there is a desire on the part of the present tenant farmers to convert the landlords into being practically merely rent receivers?—No, I do not think so. If they were dealt with fairly, as I have said, they are willing to do anything they can to help the landlord, and to make life bearable and pleasant for the landlords. I think if the tenants were trusted to look after the game the landlords would get any amount of game on their land—I do not mean any amount, I mean a fair amount of game—without having this constant irritation that is caused by gamekeepers, who are never in sympathy with the tenants, and who form almost a league in many places, where there are many of them, against the tenants. I think that tenants are willing to place landlords in public positions, too——

37,946. You mean, the moment you go outside what may be called the burning political questions, and you come to county positions and trusts of importance, like that of the county council, you find the people are willing to sink their political differences and to put the landlords upon the county council and into similar positions?—Yes. Mr. Herbert Peel, I think, was returned over a cousin of mine, who is a tenant farmer, at the last election. I may be incorrect, but I was under that impression. I beg your pardon; I am told it was the school board election.

37,947. Have you heard any desire expressed for anything in the form, direct or indirect, of Land Nationalisation?—Not among the farmers. Among certain people who may be called connected with the land by old associations, but who have left it, there may be someting of the sort, but very little. I do not think the farmers themselves have ever taken it up.

37,948. You have never heard any such scheme as that the county council should have extensive powers of purchasing land and letting it out on conditions approved of by the community at large?—Oh, yes, tentative measures probably, but no large scheme of Land Nationalisation.

37,949. With regard to the improvement of what may be called the social life in Wales, do you see any possibility of what may be called a general improvement without the aid of the State, through the parish councils or through the county councils being invoked?—No; I do not see it at all. I forget who it was who gave evidence before the Commission, and said that the rural parts of Wales cost so little in police to the public funds that the public funds ought to be spent in improving the social life of the country. I quite agree with that. In towns, for instance, the police cost a lot; in the country I think at the last assizes there were three maiden assizes in South Wales. I think the money that is saved in that way by the law-abiding nature of the people should be devoted to increasing their material comforts.

37,950. Do you think, for instance, in reference to what you were saying that the ordinary labourer or the small farmer has no place except the public-house to go to talk—he has got nothing in the form of a club, speaking broadly?—I know of no instance where there is such a convenience, even one room.

37,951. Do you think it would be expedient to give local authorities power to purchase land and to build a club which should be open to user by all the inhabitants of the parish?—Yes.

37,952. On proper conditions, settled by the parish council itself, for instance?—Yes, I think so.

37,953. Do you think the tenant farmers would cheerfully submit to any addition to the rates that such an institution might necessitate?—Let them decide it for themselves in the parish council.

37,954. But what do you think would be the practical result of that, would it be a dead-lock?—No, I do not think so. Among the older farmers I daresay there would be some little opposition. When we started this little reading room at Llansadwrn there was some opposition on the part of the older people, who were unwilling that their children should be sent out after 7 or 8 o'clock in the evening.

37,955. That seems to be an interesting case, because, as I understand, if some local authority would have paid some 4*l.* or 5*l.*, the rent of the place, the thing would have gone on?—It would have gone on. The expense is only about 10*l.* a year, if I remember rightly, or at the outside 15*l.* a year, and the money was easily obtainable if there was somebody to collect it.

37,956. Do you complain of any of the covenants in this lease?—My step-father, who is a practical farmer, of course, and I am not, tells me that the covenants are much too stringent.

Mr. *Brynmor Jones*—continued.

37,957. They are very usual covenants?—Oh, I believe they are.

37,958. But he complains that they are stringent?—Yes.

37,959. Do you hear of any complaints connected with the Agricultural Holdings Act, 1883?—As far as I know it has never been acted upon; it has never been.

Lord *Kenyon.*

37,960. You stated in the beginning of your evidence that there was fear on the part of the farmers. I think you put in one letter, which you did not read, but you handed it up to the Commissioners, from a landowner?—Yes; I only had it on Saturday, after the notes of my evidence were printed.

See 39,025*a*

37,961. Would you mind it being read out?—Oh, no.

37,962. This is the letter—

"Llwynybrain, Llandovery,
"South Wales,
"Dear Sir, March 22nd, 1894.

"Seeing in the papers that the Welsh Land Commission intend holding a sitting at Llandovery on Wednesday, April 18th, I take this opportunity (in order that there may be no misunderstanding on the subject) of not only expressing my willingness that any tenant of mine who may wish to give evidence should do so, but also to say that should any tenant require information regarding his farm, I am prepared to give it him to the best of my knowledge.

"I am, &c.
"(Signed) C. Vaughan Pryse Rice."

(*Witness.*) It is a pity that it was not sent out about a month previously.

37,963. Do you suppose that Mr. Pryse Rice is an exception amongst the landowners in this neighbourhood?—Yes, I think so. I have heard of Lord Dynevor and Mr. Vaughan Pryse Rice; those are the only two I have heard of.

37,964. Who expressed a wish to that effect?—Yes

37,965. Perhaps the others concurred with what Sir John Llewelyn said, that they did not consider it necessary to give permission?—Well, everything is possible for a Welsh landlord. He knows very little about the tenants.

37,966. You say the law for the protection of witnesses is not strong enough. What remedy could you suggest?—Well, it is a very hard thing. Perhaps it goes quite as far as it is possible to go.

37,967. It passes the wit of man to find a remedy for imaginary fear?—I quite agree. I only say that that imaginary fear, even though it may be fancied, as I said in my evidence, has been caused by the action of the landlords in the past.

37,968. With regard to letting by tender, I should think everybody must agree that that was a bad way to let, because it must recoil upon the landlord's own head in a short time?—Oh, yes. I quite agree.

Lord *Kenyon*—continued.

37,969. And he would actually be the greater loser of the two. What was the size of Pentre Meurig?—It is a very large farm; I should say about 400 acres—between 300 and 400 acres, if not more. I cannot be certain; it is a very big farm.

37,970. Mr. M. Ellis, in a letter you have quoted here, says: "In dealing with a small property like "Mr. Gulston's, I take each case on its merits." Do not you think that that is the better way to treat all the cases on an estate, to take the cases on their merits rather than by giving a general abatement?—Yes; if they make a reduction in the rent when they do it on its merits, certainly.

37,971. Did Mr. Ellis give any abatements that year, do you know?—The estate is down here about Llandilo, and I do not know. If you will ask some of the Llandilo witnesses I daresay they will be able to tell you.

37,972. Then you complain of the condition of some of the houses and buildings. If there were a Land Court which fixed rents, and a landowner were to say, "My rent is fixed, and I will "take no more interest in the buildings," how could you compel the buildings to be put up?—From past experience, I think if the landlord would not put them up, and if the tenant had security of tenure, he would not mind putting them up himself. He has put them up very often with no security, that he would enjoy them.

37,973. You think the tenant would put them up. But suppose the tenant had not the capital?—Then I think some part of the rent ought to be devoted to it.

37,974. The landlord should be compelled to devote part of the rent to it?—I think some part of the rent ought to be devoted to it every year.

37,975. We had evidence last month that the interest on the value of the buildings would amount to very nearly as much as the rent?—Not in this part of the country.

37,976. Some gentleman—I forget now who it was—said he estimated the value of all the buildings taken from the fire insurances, and found out that the interest on that money was a very considerable sum?—With the exception of Brown Hill, I do not think there is a farm-house from here to the top of the county which has cost a thousand pounds.

37,977. What per-centage do you consider a landowner ought to pay on his rental in the way of repairs?—I am not a landlord, and I have not given the question consideration.

37,978. I said what per-centage. I thought you might be prepared to say?—I would not like to say now.

37,979. Do you think the houses and buildings have improved?—Oh, yes, I think they are improving gradually; but there are thousands and thousands of houses which are in this wretched condition still, and nothing has been done to help them.

37,980. As the witness before you said, everything must be done in its turn. No doubt some

Lord *Kenyon*—continued.

men have to wait for some time. You cannot spend a large capital sum at once?—I quite agree, but on some estates I think you will find there have been no repairs whatever made.

37,981. You gave us some very interesting evidence about the reading rooms. The only difficulty seems to be how to start them. Do you think that the farmers and labourers would combine?—We found no difficulty whatever, once the thing was started.

37,982. Did the labourers go to the reading room?—Yes.

37,983. As well as the farmers' sons?—Yes; I daresay there were about 70 on the list.

37,984. Have you any copy of the rules of that reading room?—I am afraid we had no rules—no printed rules, at all events. We used to have a debate once a fortnight, or an address, or a mock trial, or something of that sort, to keep up the interest—only in the winter.

37,985. Do you think that the difference of language is as great a difference now as it was formerly between landlord and tenant?—Yes, I think that many of the older landlords knew more Welsh than the immediate generation preceding, but I think there is a tendency now among the landowners to learn Welsh.

37,986. Among the growing up landowners—the sucking landowners?—Yes, I think so.

37,987. Then I take it from your evidence—I may be wrong—that the type of landowner you wish to see is what you may call the old type of Welsh landowner—I mean the older families in Wales?—Yes, that was, as I said, the ideal system.

73,988. That would be a good type of landlord?—Oh, I do not say it is the perfect type.

37,989. But as good as you can get in this world?—Yes.

37,990. I understand from you that you would not wish to abolish them or to create a commercial type of landlord?—Oh, no

Chairman.

37,991. Some questions are handed in by Mr. H. L. Stephen: "You have given us an account "of the rent paid for your father's farm from "1834 to the present day. Has not the price "of stock risen a great deal during that time"?—I have not given the rent from 1834; I have given the rent from 1850. As to the price of stock, I would not like to say, but I fancy, if it is raised at all, it has not been raised very much.

37,992. "Was it not as high between 1870 and 1873 as it has ever been?"—To what does that refer?

37,993. The price of stock?—I think it was, from what I understand?—I think those were the best years.

37,994. When was the railway built in the neighbourhood?—I should say it was about the early sixties; I am not sure. It was before 1860.

Mr. *Brynmor Jones.*

37,995. Which railway?—That is the railway from Llandilo, I take it, the London and North-Western Railway, the old Vale of Towy Line, I take it, is meant. I think it was built in the fifties. I am told it was 1854 or 1856.

37,996. That was the railway from Llanelly to Llandovery?—It came up to Llandilo. I would not like to answer definitely.

37,997. Somebody can tell us that. I think the railway from Llanelly to Llandovery was built before the Swansea to Pontardulais Junction, and before the London and North-Western had anything to do with this county?—Oh, yes, I believe that is correct. I could find it out if it is of any importance.

Chairman.

37,998. Then there are other questions by Mr. H. L. Stephen: "You have given us an "account of Ffrwd Wen, one of Mr. Nicolas' "farms let at 72*l.*; are you aware that the "landlord has spent 600*l.* on improvements to "that farm in the last 10 years"?—No, I do not know anything about Ffrwd Wen. I only remember seeing the old lease at home, and I was told the other day the rent was between 70*l.* and 80*l.*, and I remember the rent paid by my grandfather in 1814 was 35*l.*

37,999. Then there are some questions by Mr. Vincent: "Are there not cases of sub-letting by the tenant"?—Very rarely, I should say. I think my stepfather sub-lets one small field just at the other side of the river; but, speaking out of book, I do not recollect at the present moment any other. I believe lower down, from Llandilo to Carmarthen, there are some cases of sub-letting where farms have been amalgamated. Mr. Davies, Typicca, I know, sub-lets to one tenant; but there are two or three farms consolidated. I think there are some more instances in that neighbourhood, but I think it is a rare thing.

38,000. Can you answer this question: "In "those cases does the Welsh tenant treat the "Welsh sub-tenant with greater or less leniency "than the alien landlord shows to that Welsh "tenant"? Can you answer that?—Oh, I daresay he would copy his superiors as much as possible.

38,001. "You tell us that the rent of Brown "Hill was reduced by 40*l.* in 1890, and you "argue from that that the rent had been 40*l.* "too high since 1870. Is this just? Would "not a farm be liable to be rented more highly "in 1870 than in 1890"?—Yes, I daresay, but the improvements had all been made on the land by my father and grandfather. The rent had been fixed practically; everything was ready, and it was fixed by my father and the agent, Mr. Prothero Lewis, at 280*l.*, which, according to the agent, was a fair rent, and it was only increased by 40*l.* a year owing to this competition.

38,002. Owing to another man stepping in and offering 40*l.* a year more for it?—Yes, that is

Chairman—continued.

why I say it was 40*l.* too dear for those 20 years.

38,003. "Could not the history of the rents "have been traced, with substantial accuracy, "from the rate books, which are public?"—We have got some rate books, but it has been very hard to get any. Unfortunately, we were strangers to the work when we began, and we wasted a lot of time before we thought of the rate books at all. We have made a very diligent search for rate books since, but it has been very hard. I think if you will ask the other witnesses, you will find there has been great difficulty in finding these rate books. They are carted off to some lawyer's office, or something of that sort, and they are ungetatable.

38,004. "You say Lewis Hillman has been "turned out; in that case has he any reason to "fear his landlord? Why is he not here in "person?"—The only reason I can assign for his not being here is that he has gone away from this place to live elsewhere. He lives, I believe, about Llandovery somewhere. I mean to do my best to get him before the Commissioners to-morrow. I have been told since I came to Llandilo that he was anxious to give evidence a fortnight or three weeks ago.

38,005. "Were you aware of the letter from me"—that is from Mr. Vincent—"for the Land "Owners' Association, which the noble chairman "read at the opening of the Commission"?—I remember about it, but I do not think it has had any effect at all on the tenant farmers in Carmarthenshire.

38,006. It has had no effect at all?—No; as far as I know in Carmarthenshire it is not known.

38,007. "Why did you not call the attention of farmers to that letter?"—I am afraid I forgot all about it.

Mr. *Brynmor Jones.*

38,008. Has Mr. Vincent caused to be published any list of the landowners belonging to his association, and who authorised him to make that statement?—No, I have no means at all of knowing whom Mr. Vincent represents.

Chairman.

38,009. There are two more questions by Mr. Vincent: "Is it not a possible explanation "of the absence of farmers as witnesses that "they do not think they have oppression, as "distinguished from misfortune, to complain "of"?—No, that is not the reason.

38,010. "If landlords had given their tenants "permission to give evidence would you not

Chairman—continued.

"have said that they insulted the tenants by "giving them permission when no permission "was wanted?"—We could do with a few more insults of that description.

38,011. We are much obliged to you for bringing forward your evidence, which you have evidently taken a great deal of trouble and a great deal of time in preparing, and before you retire I should just like to ask you two questions. You told us that with the old Welsh families a very good feeling still exists between the tenant farmers and their landlords?—Yes; there is a feeling on the part of the tenants which is not always reciprocated by the landlords. For instance, I may mention the Lloyds of Glansevin as one of the old Welsh families. During the last 25 years I think you will find, if you will ask the Llangadock witnesses from the district, that there is not a single tenant on any of the farms belonging to that estate whose family lived there 25 years ago—not a single one. I do not say that because the landlords belong to an old Welsh family they are better landlords because of that.

38,012. But there is a stronger feeling of attachment with the old Welsh families?—Yes

38,013. And you rejoice in that?—Yes.

38,014. And you wish in no way to disturb that feeling?—No.

38,015. Then in all your evidence there are no revolutionary principles that you wish to advocate?—No.

38,016. And nothing in any way to disturb the good relations between landlord and tenant?—No.

38,017. But what I understand is that in cases where landlord and tenant do not agree you are in favour of some tribunal, whatever the name may be, which would put a tenant on the same footing as the landlord?—That is exactly what I mean.

38,018. Not a court that it would be necessary to go to?—Oh no, by no means.

38,019. But a court which in cases of dispute which could not be arranged by mutual consent or arbitration the tenant could go to, and whose decisions should have the effect of law?—Exactly.

38,020. But by this court you do not in any way wish to dispossess landlords of any of their just or proper rights?—Not in the least.

38,021. One more question by Mr. Stephen has been handed in: "Have you any doubt "that Mr. Vincent represents a large and re-"presentative body of landlords"?—I have formed no opinion at all on the subject.

The witness withdrew.

Re-examined, 42,656A.

Miss KATE JENKINS called and examined.

Chairman.

38,022. Will you kindly tell us the name of your farm?—My farm is called Glansawdde Farm; it is in the parish of Llangadock.

38,023. You are vice-chairman of the Llangadock School Board?—Yes.

38,024. Will you kindly read your evidence?—

RENTS.—There has been a great increase in rents during the last 36 years in the parish of Llangadock. The great rise took place soon after the selling of Danyrallt Estate by auction. It was bought by Mr. Gulston, who gave an exorbitant price for the land, and thereupon raised the rents of nearly all the farms on the estate by nearly 50 per cent. The rise in individual farms on this estate is very difficult to prove, owing to the acreage having much changed in the parish books, and the farms having changed hands, or the farmers not having kept their receipts. It is, however, clearly shown as a whole in the valuation lists and rate books. Most of the other owners of estates or farms, raised their rents at this time correspondingly.

LAND HUNGER.—Nevertheless, there existed, and still exists, such a land hunger that the farmers out-bid each other to keep their own or obtain other farms, owing to the scarcity of land, and the prices for stock standing well at the time. This land-scarcity continues to the present time; the sons and daughters married have to wait for a farm, sometimes two or more families live in one house. When a farm becomes vacant there are numerous applicants. Lately here, there were 30 applicants for a farm almost before it was known to be vacant. Farms are sometimes let by tenders, and eventually the highest bidder obtains it.

LEASES.—Very few leases, no new ones. When one expires, farm almost always raised in rent, naturally must be often on tenant's improvements. No desire shown for leases by landlord or tenant, land being much too dear at present for tenant to want lease.

SECURITY OF TENURE — Some security is much needed. Bad farming often due to insecurity. Scarcely a farm in this neighbourhood has come down from father to son, and the tenant's knowledge that he may be turned out at any time places him in a wrong position. It creates servility and a lack of manliness. He is afraid often to own up his political opinions, and sometimes his religion, before his landlord.

AGREEMENTS.—Tenants are very slack about agreements; find them often very difficult to obtain, and sometimes have to pay for them. Often do not understand them before signing, owing to being read out quickly in English. Attached are two agreements, in both of which the tenant has to do the haulage; in the one has to carry timber of the estate.

Chairman—continued.

RATES.—Rates and taxes are exorbitant, and, together with tithes, press heavily on the already over-rented tenant. Land Tax is also generally paid by the tenants.

BUILDINGS. — Buildings are on the whole improving, but there is still much room for improvement, especially on smaller farms. In this parish there are two or three farms which are a perfect scandal, no repairs having been done for years. The roofs leak, the walls are damp, doors rotten; in the Glassallt Farm last winter they had to move the bed three times in one night owing to the water coming in. The out-buildings at Glassallt and Plasnewydd are also a disgrace, corn sprouting in barn owing to no shelter from roof, cow-houses dilapidated, dark, and no ventilation. The Welsh farmers will inhabit houses no English farmer would live in. In one hillside farm I was in there is only one kitchen, overhead rafters, upstairs no fireplace, leakage in roof, no proper ceiling, draught all through the house. Dairy of the same wretched description. I saw one dairy with a big hole in roof, ceiling made by suspending sheet, damp earth floor, no ventilation; milk will not keep. Great reform is needed in many of the dairies. In some farmhouses the milk is even kept in the parlour, in others the butter is made in the barn. Much reform is needed in butter making. Butter is stored too long, and kept in large quantities.

LIVING.—The living is exceedingly frugal and scanty, even in large farms. Fresh meat only on Sundays, often never at all. No butter or meat for breakfast. Farmers will not eat butter if dozen tubs in dairy; it goes to pay rent. Broth for dinner daily, with a little salt meat; I have been in a farm where they were only eating broth of oatmeal and potatoes, with no meat at all. Farmers will offer you tea and bread and butter for dinner as a luxury. They are very hard-working, very little recreation, except to market. No holidays, except, perhaps, the sons go by an excursion train for two days, or the daughters for a few days to the seaside. No reading rooms or entertainments, or where they have been tried, unsuccessful. Singing schools and eisteddfods almost the only recreations. A weekly newspaper is looked upon as a luxury. Wife of a farmer who farmed 100 acres complained that her husband smoked and bought a daily paper.

FARMERS' CHILDREN AND WIVES. — Too many children are brought up to work on farm to save labour expenses. Receive no wages, either girls or boys. When marrying, they used to have a "'Stafell," which is an outfit, and a portion to stock a farm, but in many cases they have not been able to do so lately, even could they obtain farms. Then often commences

Chairman—continued.

farming with insufficient stock and no capital to fall back on, which is a source of great misery. All farmers say, did they pay sons and daughters wages, they could not pay the rent, and must give up their farms. One farmer told me lately, that after paying rent, taxes, &c., he had not enough to give his children all round a suit of clothes. He pays over 400*l.* rent.

The farmers' wives work very hard, also mind cattle often, and work both in and out. Cannot procure any dairymaids (competent) here, as they do all dairy work. Cannot afford to pay competent ones. Have generally equal share of work and management of farm with husbands, and often keep the money, hence the regular payment of rent.

ABATEMENTS, &C. — All the good landlords have made abatements to tenants lately; very necessary, but is a wrong principle, and shows land is rented too high. It is bad for both that the tenant should be dependent on the mercy and generosity of the landlord in this way, when he does honest work, which ought to pay. Rent is almost the religion of the Welsh farmer, and his pride makes him pay by hook or crook, even if he lacks almost the bare necessities at home. Nevertheless, many have had to borrow to make up the amount this year, and they will keep their tradesmen waiting three or four years while they pay their rent.

LANDLORDS AND TENANTS.—There is a great lack of human brotherhood between landlord and tenant in Wales. They are of separate language, religion, politics, often nationality, and the agent is sometimes an unhappy medium between them.

The tenants' interests have been but little considered. Property which Mrs. Saunders Davies owned in this neighbourhood was put up at public auction in May 1884, and the late Major Rice bought many of the farms. The tenants were nearly all yearly ones, and previous to the sale had received notices to quit owing to the estate changing hands. Upon purchasing these farms, Major Rice sent round to tell all the tenants that they were not to heed the notices. He sent his gamekeeper round, which is very often done. He wished them all to continue in their tenancies. Six days before Michaelmas he sent notices requesting them all to meet him at Landovery for the purpose of signing new agreements, and to their dismay they found that, with very few exceptions, the rents of all were raised for the purpose of meeting his expenses, &c. If they did not choose to sign, the only option left was to clear out stock, crops, &c. in six days. Of the three farms not raised, one tenant possessed a lease, and the other refused to pay an additional 20*l.* rent, which was demanded. He left in a year. I have possession of an agreement, in which a farm was raised from 45*l.* to 55*l.* The present landlord has reduced some of them to the old valuation, but in the meantime the tenants were paying yearly money to the landlord which ought honestly to have been in their own

Chairman—continued.

pockets. Surely this instance shows plainly the great necessity of the tenant farmer to procure some security of tenure, of which he now possesses absolutely none.

Lord *Kenyon.*

38,025. Then you have some tables to put in? —Yes. We have had meetings in Llangadock ever since we knew the Commission was coming, since last June, and the farmers came together, but we had no means of showing the rise in the rents; because we could not get at the registers. We know farmers who had had their rents raised, and who had the receipts to show it; they promised the receipts at first, but afterwards would not give them. I know one farmer had a receipt when he paid 28*s.* an acre, now he pays over 2*l.*, but he would not give us the receipt; he was too much afraid. It was proposed that we should get at the rate books, and in that way show the great rise in rent which we all knew had taken place. I searched the parish for them. We thought we could get them at the clerk's office at Llandovery, but I found the old ones had not been kept. Somebody told me to go to the Union. I went there, and found the old rate books, and brought them down with me to-day. I have made out a little table from these books, showing the increase in the parish of Llangadock, and this is the table. This is taken from the valuation lists and rate books, showing the increase in rents in the parish of Llangadock from 1858 to 1892:—

	£	s.	d.
Rateable value of hamlet above Sawdde in the year 1892 -	4,450	15	0
Rateable value in 1858 -	2,772	3	1
Increase - - -	1,679	11	11

showing an increase of over 50 per cent. Although this enormous increase took place from 1867 to 1883, the burden fell on the tenant farmers with a few exceptions, no freeholders being advanced.

	£	s.	d.
Rateable value of hamlet of Ceidrych in 1892 - -	4,134	4	0
Rateable value of hamlet of Ceidrych in 1858 - -	2 967	2	3
Increase - - -	1,167	1	9
Hamlet of Gwynfe in 1892 -	3,533	17	6
Hamlet of Gwynfe in 1858, excluding Quarter Bach, 685*l.* -	2,428	7	5
Increase - - -	1,045	10	1
Rateable value, parish of Llangadock, in the year 1892 -	12,188	16	6
Rateable value, parish of Llangadock, in the year 1858 -	8,912	12	9
Increase in 34 years -	3,276	3	9

Lord *Kenyon*—continued.

The population and number of occupiers have decreased during this period. The following will show the increase in rent of a few individual farms and lands in this parish:—

Name of Landlord (present).	Name of Farm or Holding.	Acreage.	1858 Rent.	1873 Rent.	1892 Rent.	Remarks.
		A. R. P.	£ s. d.	£ s. d.	£ s. d.	
E. P. Lloyd	Glansevin isaf	77 2 6	76 15 0	120 0 0	105 0 0	Two fields taken away—about 10 acres.
Do.	Cwrywaun	82 0 0	71 10 0	115 0 0	95 0 0	
Do.	Coedweddus	147 3 36	48 0 0	67 0 0	70 0 0	
	Cae sara	101 0 0	20 0 0	25 0 0	30 0 0	
	Tynewydd	32 0 0	9 0 0	13 10 0	30 0 0	
	Caeglas	101 0 6	13 10 0	35 0 0	30 0 0	
Mrs. Lewis	Cwrt Farm	35 2 28	46 0 0	56 0 0	65 0 0	
	Tirmerlyn	25 3 20	27 10 0	40 0 0	45 0 0	
J. Lewis	Caeglas	30 3 4	30 0 0	*32 0 0	†32 0 0	
J. Peel	Ynysmoch	146 0 0	180 0 0	295 12 6	294 0 0	
Do.	Bwlchygored	37 2 0	32 0 0	80 0 0	70 0 0	
Do.	Coedshon	215 3 15	65 0 0	101 0 0	100 0 0	Reduced to 90*l.* present day. Present day over 2*l.* 10 acres. 20 acres renting at 60*l.* 16a. 3r. 12p., 56*l.*
	Llwyndewi	108 2 9	112 0 0	—	—	
C. Thomas	Cwrtyplas	139 0 0	160 0 0	—	—	Rented now from 2*l.* to 2*l.* 10*s.* 16 acres. One field, Caetirffordd uchaf, 8 acres, at 32*l.*
Mrs. Jones	Capel Tydist	270 0 0	136 0 0	150 0 0	234 10 0	
Miss Lewis	Plasnewydd	60 0 0	35 0 0	45 0 0	50 0 0	
T. and W. Jones	Castle	14 2 16	38 0 0	52 0 0	63 0 0	
T. Lewis	Dolgoy	37 0 0	41 10 0	52 0 0	98 10 0	
V. Phillips	Pentwyn	99 0 0	20 0 0	40 0 0	35 0 0	

* For 20 acres.

† For 18 acres.

I could have given a great many more, but the acreages were so changed; so I picked these out that were plainly seen, in case the Commissioners chose to look at the rate book.

38,026. You have given us the increase in the rateable value, not necessarily in the rent?—Oh yes, the rent. The rate books have the gross rent attached to the rateable value, and I have taken not the rateable value only, but also the gross rent.

Mr. *Brynmor Jones.*

38,027. Would you kindly hand me one of the rate books?—I shall have to send for them, but they are close by.

Mr. *Seebohm.*

38,028. May we have it distinctly on record that it is not the rateable value, but the gross rental?—Yes, the gross rental is given as well as the rateable value, and the gross rental is generally not as great as the farm is rented at because, if possible, it is kept back on account of paying the rates.

Lord *Kenyon.*

38,029. It is the gross rental in this table?—It is the gross rental there, but we found them in the parish books.

38,030. These are the gross rentals in 1858, 1873, and 1892, in your second table?—Yes.

38,031. But in the first table you say it is also gross rental, although it is taken from the valuation lists and rate books?—Yes, it is the gross rental, not the rateable value.

38,032. In 1873 I see the rents were rather higher than they are now?—Yes, that was the very best year for farming. It was the time just after the Franco-Prussian War, and there was a great demand for produce, and the farmers made a good deal of money at that time, and that is why they were willing to pay more rent for farms.

38,033. Who is the landowner of Glansevin isaf?—Mr. Pryse Rice, of Llwynybrain. I think it is a standing instance of bad buildings. You must not think that all the farms are as bad as that.

38,034. Who is the owner of Plasnewydd?—A Miss Lewis.

38,035. Has any application been made for buildings at Glassallt?—Oh, yes, over and over again.

38,036. And refused or put off?—Well, no, promised. I believe the agent, Mr. Wardle, who had no objection to the Commissioners seeing the buildings, told the tenant that they could not be repaired at present.

38,037. Perhaps it will be done in its turn?—Well, it is a very long turn to wait, for years and years, and in the meantime the rain comes pouring in on your bed in the night.

38,038. How long has the tenant been there?—I was up there two years ago. I was in the bedroom, and saw how the rain came down and how damp the place was. There were two little children in the house and I believe they have never been well on account of the bad state of the house.

38,039. Do you know whether the landlord is laying out money on the rest of the estate?—Yes, I say he has improved it somewhat. His uncle had the land before him, and raised the rents greatly. My father acted as agent in buying the land for him. These farms that I am speaking of, some were bought at, I believe, 100 years' purchase, so of course even if he had a good per-centage, and did no repairs on the farms, he could not get adequate return for them.

38,040. How long has he been in possession?—I forget when Major Rice died. The present

Lord *Kenyon*—continued.

landlord has not been very long in possession, perhaps five or six years I should think.

38,041. You say, I notice, under the head of "Dairies," much reform is needed in butter making?—Yes, I believe that is very necessary. Most of the dairies are very bad. I have a list here which was sent me, and I was asked to give it you, of bad dairies. There are quite a number of them. I know of many myself.

38,042. Do you think the butter making itself is satisfactory?—No, I do not think it is at all satisfactory. We do not advance with the times.

38,043. Is there any instruction given in butter making?—Yes, the county council sent down a lady to give lessons, and we got up classes. Mrs. Howel Gwyn kindly lent us a schoolroom. The landlords might have helped much in promoting dairy teaching, but none of them took any interest in it.

38,044. Did the farmers take any interest in it?—Yes, many of the farmers around.

38,045. Did the dairymaids think they were improved by those lectures?—I think so, because before that they refused to use the cream separators, and now they are taking to them. We had 24 pupils at Llangadock. It was one of the most successful centres in South Wales, I believe.

38,046. You would be glad of some more help in that way?—Yes, we should, and I think there is not enough given. If the landlords would only take more interest in their tenants and bring about all these reforms, and assist them to produce better teaching and so on, it would be a great assistance.

38,047. What one wants to find is that there is some interest taken in agricultural education. We were told in several cases in North Wales that there had been lectures, but that they were very sparsely attended?—If the first people, the landlords and the county people, took an interest in it, took the lead in it, it would prove successful.

38,048. You think they should take the natural lead, is that so?—Of course they ought to take the lead, but they do not. Might I be allowed to say a few words about the tenants giving evidence. I have attended every meeting in our neighbourhood from the beginning. I have also attended the meetings since we formed committees, and I emphatically say that the tenants are deadly afraid to give evidence. It may be an unfounded fear, but they are afraid, and nothing we could tell them would induce them to have belief to the contrary. If you notice, all the people who have given evidence to you have been people, very nearly all, who were either independent or had some other means of support. I have told them over and over again that they are protected in giving evidence, but they do not believe it. It is a very curious thing that we have been having meetings since last May and June to try to get up this evidence and bring the farmers together and yet the landlords have not sent out their notices permitting them do so, until when all available evidence had already been printed. I am not allowed to mention names, but when we had our meetings at Llangadock we had about 40 farmers at the first meeting, and great enthusiasm. They dwindled down at the other meetings to about a dozen; they were absolutely afraid to come. I may not give you the names so perhaps I ought not to mention it, but I know of one landlord who asked one of his tenants the next day after a meeting, "Do you know who was at the meeting "last night." The tenant gave a negative reply, but we never saw the man at the meeting again, and a great many other men did not come. They are afraid, it may be unfounded, but if the landlords had given them encouragement, and allowed them freedom they would have come.

Lord *Kenyon*—continued.

Mr. *Brynmor Jones.*

38,049. You are giving evidence chiefly for Llangadock?—I only give evidence for Llangadock.

38,050. Are most of the people there, the tenant farmers, nonconformists?—Oh, yes, very nearly all.

38,051. Do they habitually use the Welsh language for social and religious purposes?—Yes, more Welsh than English.

38,052. You mentioned in your evidence in chief that the reading room entertainments were rather unsuccessful?—Yes.

38,053. To what cause do you attribute that?—Because I do not think the right people take it up, or if they do, they do not take it up in the right way. A reading room was started at Llangadock. I happened to be away from home at the time, but when I came back I found it was not a success. The farmers' sons did not go there, but merely the church people went. I asked them why they did not attend, and told them it was very bigoted. They said instead of forming a committee and getting all the farmers together in that way, which would be self-government by the people, the vicar arranged everything, and when all was finished he called a committee together. It was kindly meant on his part to arrange it, and settle it all alone, but when the people came they found inside the books, "St. Cadog's Church Lending Library," and the nonconformists took umbrage and never came again, or at least, very few of them. It is extinct.

38,054. I see you take an interest in local politics?—Yes.

38,055. You are vice-chairman of the school board?—Yes.

38,056. Do you think anything could be done through the medium of the parish authorities to keep up reading rooms?—Oh, yes, certainly.

38,057. Supposing the Free Library Act, for instance, of course with modified machinery, were made to apply to the rural sanitary authority throughout the country districts, do you think it would have any practical application?—Yes, I am sure it would.

Mr. *Brynmor Jones*—continued.

38,058. You think it would not be afraid of a halfpenny rate, or something of that kind?—No, I do not think so. They might grumble, but they would pay.

38,059. But if people grumble very much, if, in fact, they will not pay, it is really no good having legislation at all?—Of course the rates and taxes press heavily on the tenant farmers. Then they have the tithes to pay, and they are often large sums. I know farmers who pay a tremendous sum of money between rates and taxes and tithes.

38,060. Nothing is more disappointing than one's experience in regard to the Free Libraries Act; you have important centres of population, like Gloucester for instance, where for years they have been trying to get the Free Libraries Act adopted, and the ratepapers always reject it. Do you think there would be any chance, supposing the parish council had power to start a reading room and lending library of its being adopted in any particular parish?—I am sure it would be if it were only gone about in a proper way, and everybody asked to help; a sort of local self-government instead of just one or two people doing it. People do not like being, as they say, "bossed." Of course it is much more difficult in rural districts, because the people live so far apart and they are very difficult to get at, and they are all so phlegmatic.

38,061. Is there much local jealousy between the villages in the same parish?—No, I do not think so.

38,062. Looking at the thing from another point of view, does your experience of the younger Welsh men and Welsh women lead you to suppose that they would take the trouble to go to reading rooms of that kind as they take the trouble to go to Sunday schools, and to go to religious services?—If the reading rooms were organised as well as the Sunday schools and religious services are, then they would go, certainly.

38,063. Now we have got the rate books here, and I should like to understand this table thoroughly. In the table you hand in, the first column gives the name of the present landlord; the second gives the name of farm or holding; then there is the acreage, and then you give the rents for 1858, 1873, and 1892. I will take the first instance. Glansevin isaf is a farm of 77*a.* 2*r.* 6*p.* The rent in 1858 was 76*l.* 15*s.* How have you got at that rent from the rate book?—It is under the heading "gross rental." I can show it you there.

38,064. Then the figures you have put under the heading "Rent" are taken from the column in the rate book headed "Gross estimated rental"?—Yes.

38,065. It is fair enough so long as it is understood?—The rate books are signed by the most important people in the place, the late Capt. Lloyd, of Glansevin, and other responsible men, so they must be correct, more or less.

38,066. There is another table which I do not think has yet been put in "Changes in tenancy?"

Mr. *Brynmor Jones*—continued.

—I could have got numberless instances of changes in tenancies, but I had not enough time, and I thought it was not necessary. There was a witness (an agent) here this morning, Mr. Davies, who said that on his estates the farms went on from father to son and that there were very few changes. Mr. Davies is agent for the Glansevin estate. The four last farms I have given in the table apply to the Glansevin estate. This is my table:—

Changes in Tenancies

In farms in the neighbourhood within recollection:

Cwmsawdde, four tenants in 18 years owing to game; Tynlone, four tenants; Olchfa, five tenants; Cwrywaun, seven tenants; Lletty Rhyddod, four tenants, all preceding tenants having been more or less consumed by farm.

Reduction in Price of Stock.

Stock sold off farm, showing depreciation in prices during the last five years:

	£	*s.*	*d.*
1889, 5 yearling heifers	58	0	0
„ lambs	60	0	0
1890, 5 yearling heifers	48	0	0
„ sheep	55	0	0
1891, 5 yearlings	42	10	0
„ sheep and lambs	50	0	0
1892, 5 yearlings	35	0	0
„ sheep and lambs	40	0	0
1893, 5 yearlings	25	0	0
„ sheep and lambs	29	0	0

Same amount of stock sold yearly, and of pretty even quality each succeeding year.

38,067. In the first instance you give, there were four tenants in 18 years?—Yes, owing to game I believe.

38,068. Tynlone, four tenants?—Yes.

38,069. In your own recollection?—Yes; well, not quite my own, but people who know quite well.

38,070. According to rumour; within what period, roughly speaking?—Well, I know a man who settled at Llangadock. He has been there now about 27 years, and he remembers them all.

38,071. Olchfa, five tenants; Cwrywaun, seven tenants; and Lletty Rhyddod, four tenants?—Yes. It is evident from the rent of Cwrywaun that the tenant could not stay there because it has gone up so very much. It is reduced now again.

38,072. Yes. Cwrywaun was a farm which in 1858 was rented at 71*l.* 10*s.*, and the rent had risen in 1873 to 115*l.*?—Yes, and the tenant who was there at that time now tells me he paid 120*l.* He is in the room to-day. He paid 120*l.*, but it was not put down in the gross rental at that figure. It just shows that the farms are very often not put at their full value.

Professor *Rhŷs.*

38,073. What was the motive?—So as to pay less rates.

Mr. *Brynmor Jones.*

38,074. Have you got the agreement you were good enough to refer to?—Yes, where the rent was raised from 45*l.* to 55*l.* That was by Major Rice. It is now reduced (*handing in agreement*).

38,075. Have you made any complaints of the ordinary agreement in vogue now?—I see so few of them. Tenants do not seem to be careful to have any agreement.

38,076. There are many who have no agreement at all?—Yes.

38,077. I see in the agreement you hand up to me clause 14 is "The tenant shall keep all buildings on the farm in good and tenantable condition, and shall put and keep all fixtures, &c. in good condition, the landlord finding all material; he shall do all the haulage and find all the materials which the landlord may require for repairs drainage, or improvements on the farm." Is that provision complained of by the tenants?—Yes.

38,078. Do you think it is an unjust one?—Well, if the buildings were in good repair when first rented by the tenant, it would not be unjust. We have been repairing some cottages lately—thatching the roof. Straw is very dear, and if the tenants had to do it now it would take a small fortune to repair a thatched farmhouse.

38,079. Did you ever hear any mention of the Agricultural Holdings Act, 1883?—Yes, but I do not think the farmers avail themselves of it.

38,080. You have no criticisms to offer upon it yourself?—No, none.

38,081. Do you wish this list of bad homesteads, bad buildings, to be read out—I do suggest that you should do it.?—Just as the Commissioners wish.

Mr. *Griffiths.*

38,082. Could you tell us how this gross rental is obtained?—May I hand up the rate book, and then you will see (*handing in book*).

38,083. Is it not based on the return of income tax sent in by the tenants?—Yes, I think it is.

38,084. Who were the agents of the estate on which the Glansevin isaf farm is?—Mr. Wardle, I think, is the agent.

38,085. He has been applied to, I suppose?—Oh, yes, many times; I do not think it is his fault.

38,086. Then you spoke of another place where Mr. Davies, the witness before the last, gave evidence as to its being out of repair as well. Mr. Davies, I think you said, was agent for that one?—No, I do not think I said so. I was alluding then to the changes of tenancy. There are a great many bad buildings on the estate.

38,087. Then you are not quite of the same opinion as that which Mr. Davies gave us this morning, that all the farms on his estate are in good repair?—Oh, no. I know of Coed Weddus, a dreadful place, where repairs are wanted badly.

Mr. *Griffiths*—continued.

38,088. Are you acquainted with the neighbourhood?—Yes, I am perfectly well acquainted with it; we own farms upon both sides. My father was in business in the locality for 40 years and knew every farmer round and all their circumstances. I know most of them.

38,089. Have you ever taken any practical part in farm work yourself?—Oh, yes. I farm myself.

38,090. How are the servant men as a rule accommodated in these farm buildings?—Well, accommodation is improving. There is not much to complain of on some estates, but I know there are others which are very bad. It is very difficult to get servants.

38,091. Then it is not altogether for the reason that there is not good accommodation?—It depends. Up on the hillside farms it is very poor.

38,092. Children, as they are educated at the present time, would not put up with very poor accommodation?—No, when the children are educated, they go away and do something else, but the farmers have not means to educate their children; they keep them at home to do work, and that is why there is such a land hunger for farms.

38,093. Have the wages of female servants advanced very much?—Very much; you cannot get a good dairymaid now under 16*l.* to 18*l.*

38,094. Do you remember what you paid a dairymaid in the old days?—Well, people have told me you could get a dairymaid for about 5*l.* or 7*l.* long ago. I have been farming myself for five years.

38,095. May I ask whether you consider it a good system for the farmer's wife to keep the purse?—Yes, I do; they would never pay the rent if they did not, because they treasure up the money.

38,096. There is an old saying, "If you want "to get rich give the care of your money to "your wife"?—Yes.

Mr. *Richard Jones.*

38,097. I suppose the providing of reading rooms and other buildings would involve an addition to the rates, would it not?—I suppose it would involve a little addition.

38,098. What would you suggest to meet that difficulty. It would add to the burdens of the already overburdened farmer?—Yes, they are overburdened.

38,099. Then what would you suggest?—Well, some money might be forthcoming from Government, and so on. I do not quite know how, but I do not quite see why it should not be. Then there are a great many private people rich enough to assist who do not do so.

38,100. As a temporary arrangement would you recommend a division of the rate between the landlord and the tenant?—Certainly. I think the tenant is much overburdened with regard to his farm now. It is all he can do to meet his rent, leaving rates and taxes out of the question. I know of at least nine or 10 farmers who

Mr. *Richard Jones*—continued.

had to borrow money to pay their rent in January last.

38,101. Where do they borrow?—Some borrow from the bank, some from people who will lend it to them. I know of one farmer who came to a friend of his and said he had only 10*l.* to meet his rent, and asked him to kindly lend him some money. The friend was shocked at his having so little. I do not quite know what his rent was; it was not a large farm. The friend said, "You had better go honestly to your landlord, "and tell him how badly off you are, and state "the case to him." The tenant said he would rather die than go without the rent to his landlord. In a little time he came back again to the gentleman with half his rent, and asked him to lend him the other half, and he did so. I know the people on that farm. The daughters do all work on the farm that men would do with the exception of ploughing, they work very very hard, both the mother and the daughters.

38,102. What can be the explanation of this anxiety of the tenant to square the landlord before he pays the merchant or tradesman or any one else?—Well, I do not know. They do not seem to mind leaving the tradesman, but it is a matter of honour in a way about the rent. Also they are afraid, perhaps, that they may not be permitted to stay on; it is their security for their living, in a way.

38,103. I suppose the farmers' daughters are all thoroughly domesticated?—Oh, they work very hard.

38,104. It is not true that they are over-educated?—No, I wish they were better educated; then they would go away and do some other work instead of staying at home. I believe intermediate education is going to help us by getting boys and girls away from the farm; now they bring up two or three or four children where there ought to be perhaps only one brought up to farming.

38,105. We were told when we were down in Monmouthshire that farmers who paid about 100*l.* rent went in for the luxury of having a dogcart?—Yes, I noted that.

38,106. Have you anything to say about that?—Yes, I have. Llangadock farmers bring their produce down to Llandilo. Supposing they had not a trap—that means an ordinary market car, with the name on the side, usually, so that they have not got to pay a licence—then they would have to take a cart; of course a cart would take more than double the time going from Llangadock to Llandilo with the butter, and they would waste a whole day, whereas now they only take half a day. The time spent would be more valuable certainly than the money expended on the cart or trap.

38,107. You regard it as cheaper?—Certainly, a necessity for saving time.

38,108. Are the men as skilful and as competent now as they used to be?—The labourers, or the farmers' sons?

Mr. *Richard Jones*—continued.

38,109. The labourers?—No, farmers say not.

38,110. Do you find it difficult to get a thatcher or a man to do odd things?—Oh, yes, there is only one thatcher in the whole of our neighbourhood, and he considers it a favour when he comes to work for one. Another thing that Mr. Herbert Lloyd said at Swansea before the Commission was that the farmers lost their time going to the market. I think that is very unfair, because if they do not go to market, how on earth are they to know the prices of things. I know farmers selling at home at a loss on account of not knowing the market prices. I know a man who sold his sheep last year without going to market, and he lost in that way. And surely, if they are farmers, they ought to have a little social recreation, and meet their fellow beings occasionally. *See* 24,065.

38,111. And it has an educating influence, has it not?—Certainly. They hear of what is going on in the outside world. It is the time they buy their newspaper for the week to take home to read.

Mr. *Seebohm.*

38,112. You made a very interesting remark just now about the cause of the land hunger. Do you think that the cause you mentioned just now, that is to say the want of education and the continuance of the children of farmers on the farms, is really the great cause of land hunger?—No, of course that is the original cause—that there are too many people for the farms; then the farms are consolidated. Then, again, Welshmen have less capital to farm with, I believe, than Englishmen. I have asked several farmers why they did not go to England and take farms that are vacant there which Englishmen leave vacant, and by their energy and thrift see if they cannot afford to live there. They say they cannot afford to move. Besides, some of them have such a love for Wales that they would rather work twice as hard here and have poor food than go to England. I know one old farmer who had to leave his place because of a dispute between his landlord and himself, which was decided in a court of law against the tenant. I went to the sale when he sold off. I never saw such a place; the house was really kept up by the furniture. There were oaken cupboard beds and presses, and so forth, which kept the roof up. They said they were afraid to leave the cows in the cow-house during any storms in the winter, least the roof should fall in. Now, he went to a nice farm in Breconshire, with a good house, and yet they say he died broken-hearted, he pined so much for his old home, where his father and grandfather were born and brought up. The people will not leave.

38,113. I suppose no agricultural country could find farms for the whole of its population?—No.

Mr. *Seebohm*—continued.

38,114. There must be migration to other trades?—Yes, the land is limited, of course, and trade is not.

38,115. Then you think that increased education will ultimately lessen the amount of land hunger?—I hope so, very much.

38,116. Would you feel as hopeless as the last witness we had of a good feeling arising between the landlord class and the tenant farmers? Would you think that the difference in religion and politics and race was insuperable?—Well, I think if the landlords would learn Welsh, to begin with, it would improve matters. Of course, people who buy land and come to live here we cannot expect to do that, but there are races of squires, the estates going down from father to son, brought up in Wales, and they never trouble to learn the language at all.

38,117. May I ask how many landlords you have in this parish that you have given evidence for, more than the 10 that are put down here. I think there are 10 on your list?—Oh, those are only very few instances.

38,118. Do you know at all how many landlords there would be in the parish?—There are big estates, the Glansevin estate, and the Danyrallt estate; then there is Cwmglydach, where some of the farms have been sold. I think those are the three principal estates.

38,119. But I mean the smaller landlords as well as the large ones?—They can be seen in the rate books, I think, best. A great many people having two or three farms, or four or five farms, live away. They are seldom seen; they happen to have the estate left them, or something of that kind.

38,120. There is just one question about hillside farms. By hillside farms I suppose you mean farms that are right up-country away from the villages?—Yes, Llangadock is the centre. We have all sorts of little villages on the hills, and they have to come down to Llangadock before they can get to the railway station.

38,121. Do you think that that solitary life on the hillside farms is good for people?—Not exactly; but I think the hill people possess many good qualities.

Mr. *Grove*.

38,122. In your evidence, under the head of "Abatements," you say you think that that is a wrong principle?—Yes.

38,123. Would you kindly explain that?—Well, I think it is the wrong principle, because it shows that the land is rented too high. I think one of the witnesses said here this morning that the depression was only due to two or three bad years, and the farmer must be very badly off if he cannot stand only a couple of years without getting into the state farmers are in now. I think it also shows that the rent is too high, and it places a good tenant, or, indeed, all tenants, on a wrong footing with their landlords, because they have to go, cap in hand, begging for abatements, when they ought to have permanent ones as a right, and it makes them servile and unmanly; I do not think it a right principle.

Mr. *Grove*—continued.

38,124. You mean, I suppose, that they ought to get a permanent reduction in their rent as a matter of right?—Yes, as a matter of right.

38,125. That is just what you mean by it?—Yes.

38,126. Do you think the land bears too many burdens?—Yes, I do.

38,127. In rates and taxes, and so on?—Yes, everything seems to go on the land.

Professor *Rhŷs*.

38,128. Did I understand you to say that the land tax is paid by the tenant?—Yes, by the tenant.

38,129. Is that general in Wales?—It is in our neighbourhood. I am agent for a few farms, and the tenants paid land tax first, now the landlord pays it.

38,130. Is there any insurance done on the estates about you?—I do not know of any.

38,131. Then you do not know whether the landlord or the tenant would do that?—I think the landlord would pay it. I have not heard of either side having any insurance.

38,132. What about cottages. Is there a sufficient supply of cottages for the labourers in your district?—I think there are more cottages than they want, but many of them are of a very poor description.

38,133. What sort of poor description. Will you describe some of those used now?—Well, I am agent for one or two which are not at all good. They have thatched roofs and very small windows, very dark and low, and then the floors are very bad. They are made out of lime and sand.

38,134. How many rooms?—Well, very old-fashioned cottages have two rooms, a parlour, and kitchen, where there is always a bed. Then there is a sort of loft, which sometimes has a window and sometimes has not, upstairs, and there the children sleep principally.

38,135. Is there more than one room downstairs?—There is generally a door in the middle, and then the room is on either side in most of the cottages I know.

38,136. Is there any accommodation outside?—No.

38,137. Do you think that this poorness of cottage accommodation tends to drive the labouring population away to trades and towns?—Well, I cannot say.

38,138. You think they are so used to it?—Yes, I think if they had a nice little place, and could keep a cow, or something of that, it would keep them there, because, of course, they would take a pride in it.

38,139. If they had a place to keep a cow, you say?—Yes, I think so

38,140. How much land?—Three or four acres.

38,141. Would that be practical, do you think, in your district?—I believe it used to be long ago, more than it is now. I do not see why it should not be.

Mr. *Grove*—continued.

38,142. Do you think it would pay the landlords if they did that now?—I think it would if they could get good workmen. There is great difficulty in getting workmen. I was without a workman myself once for three weeks. I could not get one anywhere.

38,143. But would it not be easier to get good workmen in that case; you would have a better choice?—Yes, I think you would.

38,144. And would not that benefit both the landlord and tenant?—Yes, I think it would decidedly.

38,145. How about the dairies; I think you said a great many of them are very damp?—Yes.

38,146. Then it would be very little use teaching anybody to do dairy work in dairies of that kind?—Yes, they want to have proper dairies first of all. The milk will not keep in a great many of the dairies now.

38,147. And the butter also is scarcely a success?—I think the Welsh way of making butter is quite wrong. Carmarthenshire butter is delicious when first made. I do not think there is better butter anywhere going; it is much better than the foreign butter, but it is kept for so long in these great wooden tubs and casks, and of course it cannot be nice after two or three months. Then some of it is heavily salted.

38,148. Do you mean the butter is kept or the milk is kept?—The butter is kept after being made. Then it is brought in several of these tubs or casks at a time down to market.

38,149. Do they make the butter often, or do they keep it a long time?—I know people who make butter in the autumn and keep it till after Christmas before they sell it. Our hands are tied in that way, because the railway rates are so expensive. I have found the difficulty myself. Before we can get it off to towns, the profit is taken away by the railway rates now, otherwise we could make a good thing out of the dairy and out of milk selling.

38,150. Can you not get any reasonable agreement with the railway companies if you try?—No, I do not think so. The people have taken to selling milk, but they have to pay one-seventh for the railway carriage out of that — one-seventh, I should say, of every gallon of milk. They get about 7*d.* a gallon, and they have to pay a penny of that to the railway.

38,151. That is the average about here?—Yes, it is dearer sending butter, much.

38,152. Ought it to be dearer?—No. They say you can get things over cheaper from America to Liverpool than we can get them from Liverpool down to us.

28,153 What is your suggestion for the remedying of that?—I think we ought to have cheap railway rates for farm produce. It would help the farmers a great deal I am sure. Also if they learned the proper methods of making butter, and it was sent off the next day after it was made, and all the fresh eggs sent off to these large towns, I believe farmers would do much better.

Mr. *Grove*—continued.

38,154. You mentioned fresh eggs. Is there much done in the way of poultry farming in your part?—No, very little indeed. There are no proper places for poultry. I do not know any farm that has a proper poultry house; the poultry roost in the cart-houses and so on.

38,155. If they had better poultry accommodation, would they use it?—I really do not know, because farmers' wives are very much overworked already, and wages are so high.

38,156. You do not know whether that would pay them?—I am sure poultry farming would pay in Wales. There is great difficulty in getting fresh eggs in London, and if we could send our eggs straight up to town, and the railway charge moderate, it would certainly pay.

38,157. Then I understand you think it would be a good thing?—People have told me so in London, and they complained that they could not get fresh eggs every day.

38,158. You have found, I suppose, that farmers and their wives have a reluctance to accept new ideas or new cares of that sort?—I do not think they would if assistance were given to take the new ideas in, and began and put them in the right way. They do not know how to set new schemes of worth.

38,159. What do you mean exactly by the right way?—For instance, if the landlords would take a great interest and talk to their tenants, and put them in the right way, and give them a little help about these things.

Sir *John Llewelyn.*

38,160. Are you a freeholder?—Ours is a family farm. I am in possession at present.

38,161. It is your own farm?—Yes.

38,162. Do I understand your father was a valuer of land?—Yes, he was.

38,163. He acted as a land valuer?—Yes.

38,164. Did he act at the sale of 1884?—For Major Rice he did; he bought the property.

38,165. Did he act for him as a valuer?—No, I do not think he acted as a valuer, because Major Rice would have the land at any price, so that he could not have been valuer. He simply bought it for him.

38,166. That accounts for the land having been bought at a very high figure?—Yes.

38,167. It was not your father's valuation, but it was Major Rice's determination to have that land?—My father used to say that land about Llangadock has gone up from 1*l.* to 2*l.* 10*s.*, 3*l.*, and 4*l.* an acre.

Lord *Kenyon.*

38,168. Do you think a butter factory would be of any service?—I do not know. I have not had much experience of butter factories.

38,169. It is simply a place where they take their milk and have it made into butter?—If they got well paid for the milk it would be of service. It seems to pay so well in New Zealand and it might do so in some localities, but distances are so great in the country, it is difficult to fix on a suitable centre.

Lord *Kenyon*—continued.

38,170. It is contrary to our ideas; I do not know whether it would answer?—The farmers are always more or less conservative.

38,171. Yes, they are in those things. Did I understand you to say that you were a land agent?—Yes.

Lord *Kenyon.*

I never met a lady land agent before.

Mr. *Richard Jones.*

38,172. What price do you get for that butter that is sold about Christmas?—I know some that was bought at 9d. per lb. that really was not bad butter. It was bought about February; it was the lattermath butter. If it had been sold about the autumn it would have fetched 14*d.* or 15*d.* I got 15*d.* for my butter.

38,173. But more salt has to be put into the butter in order that it may keep till after Christmas?—Yes; it was nice butter, only very salty.

38,174. Not so marketable, of course?—No, people will not eat salt butter now.

Lord *Kenyon.*

38,175. What is the reason of their keeping it so long. Is it because they do not care to sell small quantities?—Yes, and it is an old-fashioned notion, and also they can keep it till the market rises a bit, and then sell.

38,176. Very often the market does not rise?—Very often the market does not rise, and then if everybody brings their butter in at the same time the price gets very low. At these times good butter can be bought from 9*d.* to 10*d.* a lb.

Mr. *Richard Jones.*

38,177. You have spoken about railway rates. Would you advocate the establishment of parcels post for the distribution of small quantities of agricultural produce?—Yes; but the parcels post as it is now would be too dear for sending off butter.

38,178. It is largely used?—Yes.

38,179. But it should be in larger quantities than a pound—say 5 lbs.?—I send butter off to friends like that sometimes, but the postage amounts up to a good bit—it is too costly.

Professor *Rhŷs.*

38,180. Have you noticed that Welsh dairy people have a tendency to salt butter too much for the English market?—Yes, that is why no one will buy butter out of Wales.

38,181. But why can they not stop doing that. Do they find putting salt in is cheaper?—No. I think that that is partly an old fashion, and then it sells very well in these markets here. If you do not put much salt, they tell you to put more if it is sold about Llandilo and Llangadock. Then if we could only get our butter into the big towns we should get much more for it were it not that we have to pay such high railway rates.

Professor *Rhŷs*—continued.

38,182. Then you would have to put less salt in?—Yes.

Chairman.

38,183. The following questions are handed up by Mr. John M. Davies: "What kind of buildings are there at Glansevin isaf, Cwrywaun, Tynlone, Olchfa, Lletty Rhyddod; are they not first rate"?—Yes, but I did not complain of the buildings.

38,184. You did not complain of those?—No.

38,185. "You named Coedweddus?"—Yes; I said Coedweddus. That is on the Glansevin estate.

38,186. You named Coedweddus as having bad buildings?—Yes, they are bad buildings—thatched.

38,187. "Are not the outbuildings very good and recent?"—I do not think that they are, but the tenant had a lease and did all the haulage, and brought up everything, wood and all.

38,188. Is that Coedweddus?—I know the house is bad.

38,189. "The dwelling-house only being old and thatched?"—Yes, very dark, and poor.

38,190. Mr. Vincent asks: "Are not the "rents on Cwrywaun, Glansevin isaf, Olchfa, "Tynlone, and Lletty Rhyddod lower than they "were at his date of purchase." Do you happen to know that?—I do not know when they were purchased. I thought they had always been in the family. I know they are lower now, or else the tenants could not live there.

38,191. "Have not new buildings been made on Cae Sara Tynewydd?"—Yes; I did not complain of the buildings. I said that the rents have risen more than 50 per cent. there. The rents have risen in Tynewydd from 9*l.* to 20*l.*

38,192. You never made any complaint of that?—No, I did not. I did not intend that to include bad buildings.

38,193. Mr. Vincent also wishes to know: "Will you kindly mention the landlord who "asked who had been present at the meeting"?—I would mention for myself; I do not care at all; but I should get the tenant into hot water, and he has forbidden me to mention it.

38,194. The next question is, "If you decline, why do you decline"? You decline because you have been asked not to give the name?—I have been asked not to do it by the tenant.

38,195. Mr. Vincent says, "After all, is it "unreasonable that a landowner should take "some interest in a question of this kind"?—I do not understand what the question means.

Chairman.

38,196. No, I do not think there is any answer required to that.

The witness withdrew.

Mr. W. F. D. Saunders called and examined.

Chairman.

See 37,076–37,199.

38,197. Will you kindly tell us where you live?—Glanrhydw, near Carmarthen.

38,198. How far is that from here?—About 15 miles, or rather more, I should think, by the road.

38,199. What do you wish to tell the Commissioners?—A man named William Thomas, gave evidence yesterday at Llanelly, mentioning my name. I am away from home, and I am staying near here for a week, and according to what I saw in the "Western Mail" this morning I thought I had better come up here, because he made some statements about me, and I thought it was better to come up at once to contradict them. First of all, I see by the "Western Mail" that he made one statement, namely, that I had made no abatement, including me with the four names of some other gentlemen as landlords who had made no abatement in that district. As it happens, I have made abatements, only I have not chosen to publish them. There is one man alone that I gave 40*l.* a year reduction to, and I think it is out of a rent of 220*l.*; I cannot give you the exact figures, because I have not got the books here; they are at home. Another man I gave 25*l.* a year to out of a rent of, I think, 200*l.* a year, or 210*l.* it might be. But these are permanent reductions, and I have given them because of the times being bad, and because I think it is better to give a man a permanent reduction rather than so much a year. There are several other cases that I can give, but I would prefer not to give you the names of the men in public. I will write out the names, and you can call for evidence on the part of those men to corroborate me in Carmarthen if they wish to come.

38,200. Would you kindly read out in the "Western Mail" what it is that you complain of?—"Some landlords made abatements, but "Mr. Saunders, Glanrhydw," and so on, "made "no abatements." That is a false statement, because I do. Then he says, "The relations "between landlords and tenants were not "cordial." I cannot tell if he referred to me or not in making that statement, but he included me amongst the other landlords with respect to making no abatements. As it happens, with the exception of this man, I am on friendly terms with all my tenants. I do not know why he and I are not on friendly terms, but with the others I am on extremely friendly terms.

38,201. I should think that that is an error in the report in the "Western Mail" in the process of condensing, because I have it on my notes that he said farmers are afraid to come forward?—I do not know why they are afraid.

38,202. He said farmers are afraid to come forward. He told us that he was a tenant farmer, that his holding was 20 acres, and his rent was 45*l.* under Mr. Saunders, who I take it is yourself?—Yes.

38,203. Who, he said, refused him 10 per cent. because he was coming to give evidence, though he gave it him back for two years. So that you see the report in the "Western Mail" is condensed, and perhaps gives you a wrong idea of what he said?—Yes.

Chairman—continued.

38,204. He acknowledged that you had given him back the amount of 5*l.*, I think it was; I am speaking under correction?—Yes.

38,205. For two years?—Yes.

38,206. Then he went on to say that you had refused it for the third year, and his impression was that it was refused on account of his preparing to come forward to give evidence. Upon that I have nothing whatever to say. I remember, besides that, he mentioned other persons to whom you had made a return of rent. That is so far as my memory serves me. If you like, you can have the shorthand notes read, but there was, so far as I remember, nothing said against you not having made a return. Then he said, or he might have said, that his relations were not cordial. Of course he, and he only, can decide whether that is so or whether it is not so?—Yes. I do not know why they are not cordial, I am sure.

38,207. I do not think we need go into that. If he says they are not cordial, it is not for us to go into the question?—No, but with regard to people being afraid to give evidence, I do not see why they are afraid in any way. I never forbade anybody to go to the Commission. What I did was, I wrote to him to put him quite clear on one point. There was a meeting called at Llangendeirne close by us. As I am a landlord, and interested very much in agriculture, I thought it would be much nicer, as he summoned the meeting, to summon me to attend it, so that landlords and tenants could bring evidence before the Commission together, but instead of that, this meeting was got up without my having the smallest invitation to attend it, or to assist with any evidence that I could bring forward. At this meeting he made a statement about the letting of a farm of mine, the circumstances of which he knew nothing about. So that I wrote and said to him that I should be much obliged if he would not go to meetings and make statements about farms of mine of which he knew nothing, and as I had failed to satisfy him after giving him 5*l.* a year reduction, I refused to give him it any more. I thought I would not give him the 5*l.* in order to see if he would be satisfied then, because if a man does not try to meet me on friendly terms, I do not see why I should try to meet him. But I have never in any way so expressed any wish that anybody should not come to the Commission.

Mr. *Brynmor Jones.*

38,208. But did you not add in the letter which you have been quoting, that if he was not satisfied he had better give up his farm?—Yes, that I should like him to give it up, because I do not want anybody to be dissatisfied on the farm. It was to be at his own wish, but I have no intention of sending the man away now, and I hope he will be satisfied now, but why he is dissatisfied I cannot make out. He has a holding of mine of 20 acres, and a factory as well. He is neglecting all the work of the factory, and is simply trying to live on the 20 acres. He could make money out of the factory

Mr. *Brynmor Jones*—continued.

if he chose to, but he neglects that, and simply chooses to go on with the farm alone.

38,209. Have you got a copy of your correspondence here, because although we have a full copy of the whole of the correspondence, it is in London?—I have not any copy, because I never thought of it.

Chairman.

38,210. You complain that this meeting was got up and that you as landlord were not asked to attend?—Yes, because I thought it would be a friendly thing for landlords and tenants together to get up evidence for the Commission, because I have nothing whatever to hide upon it.

38,211. Exactly. I want to ask you one question upon that; do you know of any instance in South Wales in which the landlords have asked the tenants to meet them and talk the matter over, so that they might give joint evidence before the Commission?—No, I do not know it, because landlords were never requested to do it by the Land Commission in any way. It was never in any way hinted to me that it was a good thing to give the tenants notice, but I have never expressed any objection at all to any one of the tenants coming forward to give evidence before the Land Commission, because I am quite willing they should all do so, and I wish you would write to some of the tenants now to come before you. I will promise to hold no communication whatever in any way with them, in order just to let you see that the feelings are cordial between us with the exception of this man. I will give you the names of all the tenants. Of course there is no time to ask you to go out and see the place yourself. It is only five miles from Carmarthen, but I should like you to go out and see the place yourselves.

38,212. But you quite understand, sir, that these tenants are protected by the law of the land?—Yes.

38,213. And that any interference with these tenants, if proved, is liable to punishment by fine and imprisonment?—Yes, but I have not interfered.

38,214. But you quite understand that they have every right to come forward and give evidence?—Yes, and I would like to encourage them to come in.

38,215. There is one question I would like to ask you further; do you consider that the tenants would, like yourself, consider themselves aggrieved because they have not been asked to the meetings of the association of landlords, who are represented by Mr. Vincent?—Well, I do not know. I do not belong to the association of landlords. I did not join it.

38,216. You do not belong to the association? No, I do not.

38,217. And you decline to give an opinion as to whether you think the tenants might consider themselves aggrieved in any way or not?—I think it is a great pity to divorce landlord and tenant in any way by any associations. I think it is much better for them to manage their own affairs.

Chairman—continued.

38,218. But your idea is that the landlords and the tenants ought to have met together and got evidence up for this Commission?—I think that they ought to have met together and got up evidence for the Commission; I certainly think so.

Mr. *Richard Jones.*

38,219. In order that there should be no misunderstanding, my Lord, I find in the statement made by Mr. William Thomas yesterday that "to his knowledge," Mr. Saunders made no abatement.

Witness.—I do make abatements; I could give you the names, and pretty well the sums, as near as necessary.

Mr. *Brynmor Jones.*

38,220. As I understand, however, you saw a report in a newspaper of this meeting?—In the "Western Mail" this morning.

38,221. But I am talking about the meeting of the tenants to which you were not summoned?—No, I was told about it.

38,222. You got to hear that there was a meeting?—Yes.

38,223. Having heard that, I understand you to say that you wrote to your tenant the letter of which you have told us?—Yes.

38,224. Did it not occur to you that the letter, written in the terms which you have stated (a letter which has been laid before the Commission) might intimidate the tenant from coming before us?—I do not see it, because it was simply about this private meeting that he was ready to give evidence that I refer to, and about a statement that he made with regard to a farm of mine when he knew nothing about the circumstances of the letting of this farm; that is what I objected to. You see, if the tenant himself had gone and given evidence about the taking of this farm I should have been quite agreeable, but he did not.

38,225. I am sorry we have not got your letter here, because certainly the construction which you are now placing upon it is not the most obvious construction?—I wish the correspondence was here, because that was certainly it.

38,226. We have got the letter of the tenant, and I think we had better send it to you, so that you may see it?—That is certainly what I intended to say.

38,227. According to my recollection, this is how it was, and it is rather important under the circumstances. Just let us see what happened: there was a private meeting of the tenants, subsequently you hear something from somebody as to what took place there?—Yes.

Mr. *Brynmor Jones.*

38,228. Then you write the letter to Mr. William Thomas?—Yes.

38,229. And this phrase occurs in it: "If you "are not satisfied with me, you had better give "up your farm"?—Well, that is not giving notice.

38,230. Is it not?—I do not see it myself, because I had every opportunity of giving him notice last September, or any time I liked, but I do not wish now to give the man notice; I never give notice if I can help it, because I do not like changing a tenant. I am on very friendly terms indeed with my tenants.

38,231. I am not saying that the letter does not bear your construction; I am only asking your opinion as to whether the other construction is not, having regard to the fact that the man was a tenant from year to year, quite open to it?—Yes. He had no business to make these statements about abatements. You see I have never given so much per cent. all round; I have given it where necessary and where due, because sometimes some farms require more than others, where, for instance, a farm has been re-valued in the last few years, and the rent has been put up upon that, then there ought to be a bigger reduction than in the other cases. I cannot be considered a hard landlord, because some years ago I bought three farms for which I paid 14,000*l.*, which I only get about 370*l.* a year for, and I do all the repairs. It is a trifle over 2½ per cent. that I get returned on my money. I have never raised the rents on those farms one penny.

38,232. I do not think Mr. Thomas said you were a hard landlord, or used any expression of the kind?—But he referred to my having something between my tenants and myself. I have certainly no objection to their all being examined; I should like them all to come forward, because I know they could not say anything that I should mind being said. In the "South Wales Daily News"— I suppose this is a correct report—there is a statement which he made, and it is as follows: "Mr. Isaac Thomas, Blaenau, "wanted a farm called Pencelli, on Mr. Saun-"ders' estate. Mr. Peel, Ferryside, wrote for "him, and the answer he received was that he "was not a churchman." I do not know at all what answer he received; I was away abroad at the time, and I have no means of finding out whether that was so, but the present tenant, who has been there ever since, is a man called Thomas Davies. The late tenant died there; he was about 86 years old; he has a son at Oxford, and he lived in the country a great deal, and I thought perhaps he would like to stay in the farm, and I offered it to him, and begged him to take it on, and he said he did not care about taking it on. It was at his express wish that the present tenant, Thomas Davies, got the farm; I remember this perfectly well. Thomas Davies took Pencelli; he was not the man who offered the highest rent for it; I had a higher rent offered for it than that, and since that I have knocked off 10*l.* a year in rent. That was the very farm that this man referred to at this meeting which I objected to, because

Mr. *Brynmor Jones*—continued.

he did not know anything about the circumstances. The old tenant was a man who had lived on the farm for many years, and he had it at a nominal rent because he was a great friend of my uncle, who had the property before me.

38,233. What do you say about another statement of his: "The six vacant farms during the "last six years in the parish had all been given "to churchmen?"—I do not know, because I have not had six vacant. They are not mine. I know one farm where a man went in about three or four years ago. I do not think he has ever been to church in his life. I do not fancy so really. It is the man who has got the farm next to me.

38,234. That does not seem to apply to your estate then?—Then another statement of his is, "The present tenant of Gwempa used to attend "the Methodist Chapel, and his wife was a "member. Since going there he had become "a churchman." I do not know what has turned him; I have not; I do not know if he and his wife go to church now or not, because I do not go looking about to see. He has been in the farm now a short time, and he is perfectly satisfied there, and I am sure if you would kindly write and ask him to come to Carmarthen on Saturday, he would come and tell you all he knew, and very likely give you his ideas as to why he turned into the church. I should be very happy to give you the names of all the tenants if you can make use of them in any way, but I certainly have had nothing to do with turning him. Then William Thomas makes some kind of statement about the tenant of Bridge End.

38,235. You do not give any special favour in the course of the year to the church tenants, do you?—No, certainly not, because I have got dissenters and church people as tenants, but they are all equally friendly with me. I certainly make no difference with them, because there are good people in both denominations, and I cannot make any difference.

Mr. *Seebohm.*

38,236. Would you kindly say how many tenants you have, roughly?—I cannot tell you exactly; I should think about 30, but then a lot of them are very small, cottagers and so on. I have got some good farms and some small ones; I am always on such friendly terms that I cannot understand why this man should say I was not, because he knows very well it is a perfect untruth.

Sir John *Llewelyn.*

38,237. Mr. William Thomas also said—I have it on my notes—"Not one of Mr. Saunders' "tenants came to the public meeting; they were "afraid of their landlord"?—I do not know why. *See* 37,175.

38,238. So far as you are concerned, you do not know anything about that?—Certainly I have always said that I should be very glad to see them go before the Commission; anything to improve the condition of land. I have certainly never stopped them in any way.

Chairman.

38,239. The following questions are handed in by Mr. Llewelyn Williams: "Do religious "differences have any effect on the letting of "your farms"?—They may have had, but I do not know; I know now they have not. I do not know that they can have very much effect, because there are dissenters and church people on my farms now. I do not know if there are more dissenters than church people, but I know there is a farmer next door to me now who is a dissenter. He pays me about 200*l.* a year, and a very nice man he is, too.

38,240. Is your answer to that question yes or no?—No, certainly not. It is only just now that I have begun to manage my property. I have been living abroad for some years, and it is only lately that I have begun to manage it, within the last 18 months; I cannot tell you for certain what happened before, but it is certainly not so now.

38,241. "How do you know that Mr. Thomas "made any statement about a farm of yours?" —Because a man told me he had been at the meeting—no, I do not know if he had been at the meeting; he may not have been at the meeting, but a man told me.

38,242. Can you tell us the name of the gentleman who told you?—Do you want it particularly?

38,243. The question is, "How do you know"?—It is simply because a man told me, and I can tell you who it was; it was a tenant's son. I know who William Thomas thinks it is, but he is quite mistaken.

38,244. Your answer is, "Because I was told by a tenant's son"?—Yes.

38,245. "Do you know that Mr. Thomas "denies that he ever said anything about it?"— What, about this farm?

38,246. Yes?—No, I do not know it. I should like you to use this as a kind of test case. Could you form a sub-committee in any way—I am not far from Carmarthen—and send round. I promise not to have any communication with any tenants in any way, and if you could send round and make inquiries as to how things are managed there, I am quite willing for you to do it, and have the farms examined, and see how things are there. I will not communicate with them in any way. I should like you to hear every side, because it is rather unfair on me, who wish to live there quietly.

Chairman—continued.

38,247. We shall be very glad to hear them at Carmarthen, if they come forward?—I do not want to summon them, because perhaps they will think they have to give evidence for me, but I would like to give you the names of some farmers, if they like to come forward, and I will not even write to them to say I have done so. How many shall I give you the names of? I had better give you the name of the man who left the chapel, for one.

38,248. The Commission will be very glad to hear any of your tenants at Carmarthen on Saturday?—Which would you like to have?

38,249. It is perfectly impossible for us to make an exception in any one landlord's favour. We shall be sitting at Carmarthen, and we shall be very glad to hear any gentleman who chooses to come before us. You have stated perfectly clearly that you have no objection to your tenants coming forward, and if they come before us on Saturday at Carmarthen we shall be glad to hear them?—Would you like me to write to them?

See 43,170–43,212.

38,250. It has nothing to do with us at all. We are sitting here, and if your tenants choose to come forward we shall be glad to hear them? —Shall I give the ones whose names are mentioned in William Thomas' report?

Chairman.

38,251. We can give you no advice whatever. The Commission is sitting to hear evidence.

The witness withdrew.

Mr. John Thomas called and examined through an Interpreter.

Chairman.

38,252. Is this your evidence; and has it been examined by Professor Rhŷs, and is it correct?—Yes.

The following statement of the witness was read:—

Evidence of John Thomas, tenant farmer and butter merchant, Cwmcanol, Llandilo.

As one whose trade takes him here and there over the country, and brings him into close contact with the farmers, I am perfectly aware that very many of the farmers of this county suffer great hardship at present in many respects.

High Rents and Low Prices.—The demands on the farmers are greater than their receipts, and poverty threatens them in spite of all their efforts. I have paid 7*d.* or 8*d.* per lb. for butter to farmers whom double that sum would hardly enable to pay the rent. I know of many who have been compelled to borrow money to meet their demands, and I know of one who had to borrow money to pay his rent at the end of the last half year. The horned cattle and the butter are lower in price than they have been for 40 years, but in the same time the wages of workmen have doubled or trebled, the rates have gone up, and the rents have been raised, almost without exception, often without the landlord spending a penny in improving the land. The rents are much too high when compared with the price of labour and of farm products. Last year I know of a farm called Newfoundland, in the parish of

Chairman—continued.

Chairman—continued.

Llangadock, being valued by a man appointed by the landlord, because the tenant complained of the high rent. The result of the valuation was a reduction of 20*l.*, about 12½ per cent. That is the only place I know of which was valued last year, but I know of many farms which have more need of being fairly valued. Landlords and agents often complain that farmers are always grumbling, but I doubt if farmers tell as much as they should of their hardships. For instance, I know of a woman who was the daughter of the farmer of a small farm rented at 28*l.* a year, and who for 29 years lived with her husband at a farm for which they paid 80*l.* a year, retiring to a smaller farm on her husband's death. She kept two cows, but in about 20 years her means were exhausted, and she went to live at Llandilo, receiving 3*s.* a week in parish relief. The landlord, however, seized upon and sold her goods under distress for rent, and she and her daughter had to remove to a small room, for which they paid 1*s.* per week They slept in this room for eight months without a bed, and the floor was not boarded. All their clothes were on them, or in a sack. The mother was 72 years of age, and the daughter 36. At last the neighbours came to know of their condition, and they were removed to Llandilo Workhouse. This instance I give to show the jealous pride with which Welsh farmers and their families conceal their poverty and distress. There are hundreds of farmers who live almost as meanly as these two women, and are too proud to own it.

Agreements.—I give the following as an instance how farmers are sometimes, if not often, treated with reference to agreements. At the end of last year I helped a friend, Mr. Joseph Morgan, Lan Farm, near Trapp, Llandilo, to rent a farm from Mr. Williams, Maesquarre, Bettws, Ammanford. We agreed that the landlord should send the agreement to his new tenant, and that, after I had looked it over, Mr. Morgan was to sign it and send it back by post. Within a week's time a letter was received from the landlord asking Mr. Morgan to go down to Llanelly to Messrs. Rees and Edwards' solicitor's office to sign the agreement. He does not understand English, and is no scholar, yet he went to the office and signed the agreement. The solicitors told him the charge was 5*l.* 5*s.*, but he only paid 2*l.*, as he had no more in his pocket, but, as a favour, the solicitors said they would only charge him 3*l.* 3*s* Next day he went to see the landlord, who let him off the 3*s.*

Bad Buildings.—Within five miles of Llandilo I will undertake to show the Commissioners six or seven farm-houses whose rents are from 60*l.* to 100*l.*, in the following wretched condition. The following are some of them, Ffynonddeilog, Ffosddu, Felincoed, Tircelyn, Rhydygwydd, and Cefn Hendre, all on the Taliaris estate; also Glanyrafon-ddu-ucha (in Talley parish), Bularth fach (in Llandebie parish), Lletty'rywen and Brynio in Llandilo parish. Many of those

Chairman—continued.

named have no partitions upstairs. One farm where all the buildings are deplorably bad, the farmer and his wife sleeping downstairs, and the men and maid servants, the carpenter, the tailor, and the sons on their holidays all sleeping in the same room upstairs—for there are a vast number of farm-houses which have no partition at all upstairs. Another farm, rent 80*l.*, where a visitor would have to sleep either with the servant over the cows or in the same room with the servant girl; the dairy is a little room behind the house, half the proper size, without benches at all but some half-rotten planks of wood, the floor without a stone or a brick, and every drop of milk that falls becomes sour at once. It would not do for a pig-sty, for pigs would, in a very short time, throw down the wall. The landlord lives close by, but cares for nothing but for his rent. In another farm, where the roof is thatched with straw (and the tenants have always to find the straw and pay the thatcher), 30*l.* worth of straw would be insufficient to put it in a proper state. In another farm, whose rent is 88*l*, there is only one fireplace, and that is in the kitchen—the only room where the women can do their work. The son of this farmer has a high social position but when he comes home for his holidays he has to sleep with the servant man on the 'dowlod' over the cows, or in the loft where the servant girl sleeps, and which is not partitioned. I know of another farm where the buildings are shockingly bad. One Sunday lately the tenant, on coming home from chapel, found the front wall of the cow-house fallen. The servant had let out the cows and carried his box from the 'dowlod' for fear the whole cow-house would fall. Luckily this did not occur, and the farmer built up the wall that had fallen at his own expense. Mr. Joseph Morgan, of Lan Farm, has made up his mind to go to Bwlchymynydd, although I have told him that it is not fit for him to go to. The only bedroom in the house, from the floor to the ridge, is 7 feet (the greatest height); from the floor to the slates, inside the house, 3 ft. 7 in.; from the floor to the tie is 2 ft. 9 in. The length of the room is 17 ft., and the breadth 12 ft. 8 in. I trust the honourable Commissioners will inquire carefully into the sleeping accommodation provided for young men, especially in the counties of Carmarthen and Cardigan. If the doctors of Wales told all they knew on this subject, they would put to shame many landlords who talk glibly of morality. It is sheer hypocrisy on their part to talk of it when they know that the hearts of many of their tenants bleed because of this perilous inconvenience.

Suggestions.—(1.) Some sort of a Land Court, composed partly of men who know what it is to pay the rent from the produce of the land alone.

(2.) Security of tenure, so that men who possess money and brains may till the land. Land is perfectly honest, and will repay well for tilling it if it is tilled properly. I am of opinion that the soil which is worth say 1*l.* per

Chairman—continued.

acre, can be made to produce twice as much by spending about 6*l.* per acre on it in labour and cultivation. There are some good landlords and land agents here who know their work thoroughly, but too often the agent is a solicitor, or a bank clerk, or an auctioneer, who knows little of the importance and responsibility of his office.

Sir *John Llewelyn.*

38,253. Beginning with your evidence as to farms where repairs are very bad, is it not the duty of the sanitary authority to report upon such farms if they are unfit for habitation?—We, as farmers, do not understand much about the law, but we have not seen any representative of the sanitary authority about our houses for the last 16 years.

38,254. If farmers are obliged to borrow money to meet their rents, who lends it?—I have lent money to an occasional one.

38,255. Have you had it back?—Not nearly all of it.

38,256. Do you lend it for any definite period?—Until they were able to see the time when they could pay it; but times will have to improve much before they can do so.

38,257. Have you lent it for a longer period than one year?—Yes.

38,258. Do any of the tenant farmers borrow from the banks?—Yes.

38,259. Do they find a difficulty in obtaining credit?—They take a relative with them.

38,260. That is, for security?—Yes.

38,261. I suppose you think that cannot continue?—It cannot.

38,262. How long has it been going on?—From a twelvemonth to 18 months.

38,263. Was there any large amount of borrowing of money prior to that?—Not that I know of in the years that have passed—10 to 12 years.

38,264. Then the worst of the agricultural depression has been within the last 18 months? Yes.

Professor *Rhŷs.*

38,265. What would you suggest with regard to this deplorable state of accommodation for the servant men in the farm-houses?—Some sanitary authority to go round to inspect the places.

38,266 But have you a sanitary authority at all in the place?—They say that there is a sanitary authority. I have not seen one. I think there ought to be somebody looking after the representative if there is.

Professor *Rhŷs*—continued.

38,267. Is there a salary paid to a man representing the sanitary authority in your parish?—I meant an official in the parish, I say that in order that he may understand.

38,268. Who?—In order that the official, the representative of the sanitary authority, may understand that he does not do his work.

38,269. The guardians, I suppose you mean?—When I used the word "officials," I referred to those who have the care of the sanitary authority, who have jurisdiction over the sanitary authority.

38,270. Do you mean the board of guardians?—I do not know who they are. I refer to those whose business it is to look after the sanitary authority, whoever they are.

Mr. *Grove.*

38,271. You say in your statement that butter is lower in price than it has been for 40 years. Is that so?—It has been so during this winter.

38,272. You are a butter merchant?—Yes.

38,273. Do you deal in Australian and New Zealand butters, or Danish butters?—No, I do not myself.

38,274. Is there any foreign butter of that kind, or anything from the Colonies sold in Llandilo, for instance?—Very little.

38,275. There is some, is there?—There is some, a little.

38,276. That is rather a reflection on the farmers near to Llandilo, is it not?—There is room for such a reflection.

38,277. I want to know the reason why; is the quality better?—It is far better than what was made last year.

38,278. Then is it exceptional, or does it go on each?—Last year was exceptional, but about one-third of the butter in Wales cannot be good in consequence of the dairies, and what was said on that subject by a previous witness. I have not a list of dairies here, but I can mention one or two if you like, or can prepare such a list.

Professor *Rhŷs.*

38,279. You said something about bad buildings?—Yes, here they are. I have given a list of bad buildings.

Mr. *Richard Jones.*

38,280. That is apart from dairy accommodation?—I can mention three or four instances now from memory of dairies which are in bad condition.

Mr. *Grove.*

38,281. Do you object to put that list in?—No, I have no objection at all, I will mention them at once.*

* The witness subsequently forwarded to the Secretary this list of bad dairies:—

List of Bad Dairies.

Name of Farm.	Name of Parish.	Name of Farm.	Name of Parish.
Bankygwin	Llansadwrn.	Felincoed	Llandilo.
Cwmmeilath	„	Rhydygwydd	„
Cefn hendre	Llandilo.	Ystradaman	Bettws Ammanford.
Pontgarreg	Talley.	Rhydyfallen isaf	Pencarreg (near Llansawel).
Llwydcoedisaf	Llandilo.		
Gorsfelen	„		

Mr. *Seebohm*—continued.

38,282. Generally speaking, the bad condition of the buildings prevents butter being made of good quality?—If once the milk or the cream becomes sour, the butter cannot be good, and where there is no floor in the dairy, and no bricks or flags, the milk becomes sour at once.

Mr. *Seebohm.*

38,283. May I ask you how many parishes there are in your union?—Seven parishes, I think, I am not quite sure.

38,284. Are the representatives of those parishes chiefly farmers?—Yes.

38,285. That board of guardians is your sanitary authority, probably?—I do not know anything about that. I have made no studies in that direction.

38,286. You have no urban sanitary authority, have you?—There may be in the town. I live in the country.

38,287. Are you aware that the board of guardians in the rural districts have power under Acts of Parliament to inspect the dairies?—They do not exercise that right, if they have got it.

38,288. Do you think any Act of Parliament is of any use if the persons who are elected to carry it out do not choose to carry it out?—Not at all.

38,289. The tenant farmers have given evidence here of the inefficiency of their dairies, and they have made a strong point of it, that the dairies ought to be made better. Why should they not bring the Act into operation, and demand that they should be made better?—The landlords are the chief people in this place.

38,290. Not on the board of guardians?—The board of guardians do not desire to go against the landlords.

Mr. *Richard Jones.*

38,291. Is there any foundation for the complaints of the landlords and agents that farmers are always grumbling?—They do say that farmers constantly do grumble.

38,292. I want to know if there is any foundation for it?—There is plenty of need for that.

38,293. I think that will be generally admitted. You say they are always grumbling. I want to know if there is any foundation for it?—They do not meet with the landlords often, and when they have an opportunity of meeting they make their complaints.

38,294. Do you think this is put forward as an excuse for not meeting the case of the tenants, that they are always grumbling?—It may be on some estates, but it is not so on the estate on which I live.

38,295. Are there any vacant farms in this district?—No.

38,296. Have any farmers failed?—Not one in this immediate neighbourhood, you may say.

38,297. Are they able to pay the poor rates?—I do not know.

Mr. *Richard Jones*—continued.

38,298. You say in your statement with regard to agents, "There are some good landlords and land "agents here, who know their work thoroughly, "but too often the agent is a solicitor or a bank "clerk." Do you refer to anyone in particular when you mention bank clerk?—No, I do not refer to any particular one, but I am thinking of those who know nothing about farms.

38,299. You have not got anybody in your mind by that, then?—I have plenty of instances in my mind, but ——

38,300. Will you finish the sentence?—That is the agreement of one of them, that cost 3*l.* (*The witness handed in agreement.*) The tenant second time went down the to see his landlord, and he said, "If you give me up the sovereign I "will settle with the solicitor," because the tenant had paid half-a-crown to and fro by the train.

Mr. *Griffiths.*

38,301. Do you buy a considerable quantity of butter in the course of the year?—I have bought about 2 tons for 6*d.* per lb. this winter.

38,302. You have mentioned some very bad dairies where this butter comes from at 6*d.* per lb. Can you tell me the estates on which these dairies are; I do not care about naming the farms but only the estates?—If you go to the estate of Mr. Herbert Peel, Taliaris, the buildings are worth looking at. As all things remained he was ashamed of acknowledging them. Some of the buildings are not fit for habitation.

Mr. *Griffiths.*

38,303. Are these dairies as a rule situate in the proper place; are they in an airy place without any smell?—One on the Taliaris estate is in a house with a small window behind. The other, to which I refer here, is in the back. I know of some with calico ceilings.

38,304. On what sized farms do you generally find this 6*d.* per lb. butter?—All sized farms last summer, because it was a hot summer.

38,305. Do you find it in large farms as well as anywhere else?—Yes.

38,306. What loss would that be to the farmer to sell butter for the whole season at 6*d.* per lb.?—They do not sell all the butter like that; the autumn butter was 13*d.*

38,307. You say on the whole there would be a good deal of butter bought at 6*d.* a lb.?—I bought it in the winter but it had been made in the summer.

38,308. But is it not a fact that the butter last summer reached as high as 16*d.* a lb., well-made butter?—We did not pay over 13*d.*

38,309. There is a considerable difference between 13*d.* and 6*d.*?—Yes, but the autumn butter was worth 13*d.* and that of midsummer 6*d.*

38,310. Do many of the farmers keep a winter dairy?—As many as can, according as the hay is; if there is much hay they keep them.

Mr. *Griffiths*—continued.

38,311. A great many of the cows get dry by the autumn, do they not?—Not until they are brought indoors.

38,312. Then you spoke about the accommodation for servants. Do not the farmers find a difficulty in getting servants to come to these bad houses?—I should think so. I should think that such ought to be case, because the houses are so bad the buildings are so bad.

38,313. Are they not obliged to pay higher wages to them?—Wages have risen two or three times more than they were in the times that I can recollect.

38,314. Is it not a fact that a servant would go to a place where he knew that there was good accommodation and not bad, in preference to a farm where the accommodation is so very bad?—Quite so.

Mr. *Brynmor Jones.*

38,315. I only just want to ask you one question, I think. Do the landlords usually supply the timber for the repair of the woodwork of the houses, and for the repair of the fences?—I get all the rough timber from my own agent, but there is nothing mentioned in the agreement about it.

38,316. I was going to say, in this agreement that is handed in, by clause 4 it is provided that "The tenant shall keep the farm-house and "buildings in good and tenantable order, and so "leave the same at the end of the tenancy. He "shall also well and sufficiently lay, cut, repair, "and keep repaired, all hedges and gates, and "open and cleanse all ditches, water-courses, and "drains, and so leave the same at the end of the "tenancy." There seems to be no clause in this agreement for the supplying of the timber?—I went to see that landlord, and I showed him my evidence, and I told him that I was going to appear before the Commission, and I asked him if he expected the tenants to buy posts and leave them for him. With regard to the gates, there is only one gate there now, and I asked him if he expected the tenants to make new gates, and to leave them for him.

Mr. *Brynmor Jones*—continued.

38,317. What did he say?—He did not answer. I also asked him what was the meaning of the words that he reserved the seedlings and saplings.

38,318. Quite so. I was going to call your attention to that. All timber and timber-like trees, wood, underwood, seedlings, saplings, and plantations are reserved by this agreement to the landlord. So that the only way of complying with clause 4 is for the tenant to buy timber?—I asked him if he was going to leave it to be a seed ground for white thorns and black thorns, because there was no wood there.

38,319. It seems an unusual kind of agreement. I do not think we have seen one of that kind before?—I hope that it shall be preserved as an agreement worth 3*l.* in Wales.

38,320. Do you mean that 3*l.* was paid to the solicitors for this?—Yes, there is a receipt for it (*handed in*).

38,321. The stamp was half-a-crown, so that they charged for drawing and engrossing it 2*l.* 17*s.* 6*d.*?—Yes.

Lord *Kenyon.*

38,322. Do you think that with good dairies the butter might still be improved in this district?—Yes, I hope it will. I am sure it will, too.

38,323. With instruction?—Yes.

38,324. Is it usual to keep a carpenter and a tailor in a farm of this description?—With us here they live on the farmer's food when working at a place, and they sleep whilst they are there.

38,325. Who is the landlord of that farm?—Mr. Herbert Peel, Taliaris.

Sir *John Llewelyn.*

38,326. In answer to Mr. Grove, you said something about foreign butter. Do you deal with St. Clear's butter factory?—I have seen it, but I have not bought any.

38,327. Have you sold any butter to it?—No. I buy butter. They in the factory do not buy butter, so far as I know.

38,328. You do not know?—No. It is a factory.

38,329. You answer me by saying you do not buy produce?—No.

The witness withdrew.

Mr. Herbert Peel called and examined.

Chairman.

38,330. What is it you wish to state?—May I be allowed to offer an explanation at this meeting respecting what has been said as to my estate here to-day.

38,331. Where do you live?—Taliaris.

38,332. How far is Taliaris from here?—Four miles.

38,333. What do you wish to tell the Commissioners?—I wish to state with respect to the buildings that were alluded to on my estate, that

Chairman—continued.

I am quite aware that there are some very bad buildings on it—one or two farms and a few cottages—but I beg to say, in explanation, that I am doing all I can with regard to it; I have been in my property 11 years, and I have expended a great deal upon it since, and I am still doing so. I hope before many years are over that I shall not have any bad buildings or bad cottages on my property. I am quite aware that there are such buildings. I have nothing more to say.

The witness withdrew.

Mr. Moses Williams called and examined through an Interpreter.

Chairman.

38,334. Is this your evidence, and is it correct?—This is my evidence taken before Professor Rhs this morning, and it is correct.

The statement of the witness was read as follows:—

Evidence of Moses Williams, tenant farmer Gellifawnen, Glanamman.

Rents and Tenure.—I am a tenant farmer on the Stepney estate. Rents too high; farms are sold and no compensation is given to tenants for improvements. Farmers have no union, but one bids against the other. Few leases; farmers not anxious for them while rents are so high. Clauses in agreements are hard on the tenants. No doubt land is neglected owing to insecurity of tenure. Farmers never get compensation for damage done by hauling timber, &c.

Labour.—Wages have gone up. Thirty years ago a labourer got 1*s.* 3*d.* per day and his food, and now 3*s.* 6*d.* and food. Hard to get a labourer to work on farm, owing to nearness of works. Servant man 30 years ago got 10*l.* a year, now 30*l.*; servant girl 30 years ago 4*l.*, now 12*l.* to 15*l.* Blacksmith for shoeing a horse then 1*s.* 6*d.* a set, now 3*s.* or 3*s.* 6*d.* a set; for fixing tyres to the (*cylcho*) wheels then 3*s.* 6*d.*, now 7*s.* 6*d.* Carpenters then 2*s.* a day, now 5*s.* or 6*s.* The shoemaker and the tailor have raised their price accordingly.

Prices.—Coal 30 years ago could be had at 2*s.* 6*d.* to 3*s.* per ton at the pit's mouth; now 12*s.* per ton. Wheat then 10*s.* per bushel, now about 4*s.*; and other farm produce has gone down as well. Taxes and rates greatly increased in the same time.

Buildings.—Buildings are as a rule in a bad state. Straw-thatched houses to be thatched at expense of farmers. As for repairs, they have to be done at the farmers own cost, or not at all.

Tenants and Children.—On account of all these expenses our children have to be kept at home to work without wages. Seldom, when the children marry, can the parents afford to stock a farm for them.

Insecurity of Tenure.—Evan Llewellyn, of Penybont, had worked hard, with his children to improve the farm, and brought it into a high state of cultivation. When in this condition the farm was advertised for sale. The tenant went to the landlord and asked for compensation for improvements. 'Buy it yourself' was the landlord's answer, and so he did rather than lose the fruits of his labour, though he had but little money for the purpose. Workmen were the keenest bidders for the farm at the sale, and ran up the price. The tenant, however, bought it, though at far too high a price. The rent before the sale was 24*l.*, and he pays 36*l.* interest on the money he borrowed to conclude the purchase.

Chairman—continued.

Common Land.—Years ago the farmers of this parish had a right of common over a portion of the Black Mountain, but the common was inclosed years ago, and the loss is now keenly felt. The farmers, however, received, I believe, a portion of the mountain themselves, as compensation for their loss, but now they are obliged to pay for it approximately the same amount as they pay per acre for their farms.

Relation of Landlord and Tenant.—I remember 60 years, but I have only seen my landlord once on my farm, and that was before he came into the estate. I do not know his address, though I have wished to write to him, but have to do all my business with the agent. There have been seven agents in my time, only two of them being able to understand Welsh.

Suggestions.—1. Land Court. 2. Security of tenure. 3 We have to compete with foreign produce in the market. We cannot continue to do this unless we can compete with them also in the price we pay for land. The rates for carrying goods from New York to London are lower than from Wales to London. I submit copy of a letter sent to Mr. Wilson, the agent." There was a previous agent to Mr. Wilson there, and Mr. Wilson did not know how things had been carried on, so that I wrote to him saying how things had been carried on.

38,335. I do not quite understand?—The present agent does not know, and so I wrote to him to say how things had been carried on in this farm from the outset.

38,336. Then you put that letter in?—Yes.

38,337. Has there been any reply to that letter?—No, I received no answer. This is a copy of the letter:

"Gellifawnen,

"Dear Sir, July 7, 1893.

"May I ask you to be so kind as to read "the following. I write it to let you know how "we have been treated at Gellifawnen by "different agents. My parents rented Gelli-"fawnen at an annual rent of 15*l.*; since then "a colliery was opened in the neighbourhood, "and the company took four of Stepney's farms, "viz., Llwynrhaf, Abernant, Ynysyfawnen, and "Gellifawnen (my farm). After that we had "to rent the farms off the company, and that "on an advance, provided that they were to "give us the value of the advance to us in coal

Chairman—continued.

" and lime, which they did so long as the colliery " was working. But before long the colliery " stopped, and the company gave the farms back " to the landlord, and we have had to pay the " same rent ever since, without getting anything " towards the advance; and, therefore, these " farms went up higher than any other farms in " the district. They raised my place from 15*l.* " to 20*l.*, and again to more than that. Some " time ago the Llandebie parish portion of the " Black Mountain was enclosed, and a plot of it " was given to each farmer, according to the " size of his farm, as a compensation for his " rights of common. But sometime afterwards " we had to pay rent for these plots of mountain " the same as the other land we had, and I have " to pay 1*l.* 15*s.* a year for the little plot I got, " and now my rent is 21*l.* 15*s.* against 15*l.* to " my parents. At the time I took the farm my " mother was a widow, and none of her children " were with her at home, but she tried her best " to get one of us to assist her for the remainder " of her days, as she wished to die at her old " home; but she could not get anyone to go to " her, as everyone of us knew very well that " they could not get a living from so small a " place and such a bad soil, and it was only to " be counted as some kind of home more than " anything else. And after I had been away " working at my trade as a smith and implement " maker for about 12 years, and was a single man " and did save a little money, I resolved, through " taking pity for my dear old mother, to come " home to help her for a bit. But within a short " time after I came home my mother wanted " me to give my name to the agent to be a joint " tenant with her, but I refused unless I should " have some repairs done. As the old buildings " were in a very bad condition, the old timber " had the dry rot, and the old walls were not fit " to put a roof over them, I went to the agent " and he promised us repairs. Then I allowed " my name to be entered on the books at the " office as a joint tenant with my mother, and " soon after that I built a workshop for myself " to work my trade in it, to assist us to pay the " rent for the farm. I kept a man on the farm " to drain and clean it and get it into good " order. But before long the old building began " to fall in, and I went to the agent for the " repairs, but the answer I had that it was " impossible for me to have them made then, as " he did spend already more money than was " allowed for him to do. And now as the winter " was coming I knew not what to do. And he " told me if I only could put them up myself, " that he would come up to see and value them, " and that I should get his valuation for them, " provided that I should make a good job on " them. But before he came up to value my " building he ceased to be an agent over the " estate; and that after I spent from time to " time over 150*l.* of my own money that I did " save when working at my trade, and that " makes my rent higher still. But the agent " who came after him did come up to see, and " he made some kind of valuation of them, but

Chairman—continued.

" he wished me to wait until Sir Arthur Stepney " would return from abroad, and then everything " would be settled, but before Sir Arthur " returned home the agent left. And now, sir " I have only you to apply for the settlement of " this affair. You know that I sent you the " paper you asked for, but I have not heard a " word of you since; and I can tell you, sir, that " I could never be able to pay this high rent if " I was not to get them by working at my trade, " and employing others at it too. I kept the " same man to work on the farm for the last 23 " years, but this year I cannot afford to keep a " man all round, as the time is so bad on the " farmers now, and has been for the last three " or four years, they cannot afford to have any " new implements, and many of them could not " pay for what they had years ago, and there is " not the least sign of a better time to come " soon.—P.S. I ought to have stated before now " about the workshop. I builded it on a very " poor and rough ground on Gellifawnen, and I " had to pay 10*s.* a year as ground rent for the " few perches it stands on; that makes my rent " now so high as 22*l.* 5*s.* And if Sir Arthur " Stepney only knew exactly how matters stand " between him and me, I could not believe for a " moment that he could be the man to suffer it " and covet my money.

" Now, sir, I must conclude, with the strongest " hope that your humanity leads you to give due " consideration to this affair, and that I shall " hear from you soon.

" I remain, dear Sir,
" Your humble servant,
" Moses Williams.

" To W. J. Wilson, Esq.,
" Stepney Estate Office,
" Llanelly."

Professor *Rhŷs.*

38,338. When was the letter written?—Last July.

Mr. *Brynmor Jones.*

38,339. In which parish is your farm?—Llandebie.

38,340. Is that completely a Welsh parish?—It is exceptional to find an Englishman there.

38,341. Most of the people there speak the Welsh language habitually, do they?—The Welsh language is the language that is spoken most there by the labourers and the farmers with the exception of an occasional squire who talks English.

38,342. When you say that the farm buildings are in a bad state, what do you mean by that?—That they have been in a very bad state. There are other places which have been worse than my place, because I did my own place myself at the request of the agent, and the agent said that if I would only do it myself he would come yonder to value it, and he would give me money if I did the work. *See* 41,640–41,660.

38,343. Did he supply the timber or did you supply the timber?—The agent supplied the timber for the roof only, but that was not included in the valuation.

Mr. *Brynmor Jones*—continued.

38,344. Have you received any money in respect of the value of the materials that you used?—Nothing but a promise so far.

38,345. Am I to understand that you have expended any considerable sum upon the farm buildings?—On several occasions I have done this.

38,346. When did you send in your last claim for any money?—The agent who ordered me or asked me to do it went away, and then a new agent came.

38,347. Does the new agent repudiate any bargain that was made between you and the former agent?—Yes. He is constantly promising to come yonder, but he has not come yet to see it, although it is three or four years ago.

38,348. I see that you were claiming as far back as the year 1885?—That man the agent came yonder to value it, and I think he valued it at 113*l.*, the out-houses which I had, but he made no valuation at all with regard to the dwelling-house.

38,349. Are the out-houses large enough now for the purposes of your farm?—Yes.

Mr. *Griffiths.*

38,350. You have another trade besides farming, have you not?—Yes.

38,351. What is that trade?—Smith and implement maker.

38,352. Do you get any assistance from that trade to pay the rent for the farm?—I would never pay the rent were it not that I gain from the occupation I follow.

38,353. You say that the agent has been changed several times?—Yes.

38,354. And they have not all been able to speak Welsh?—There have been seven agents on that estate within my recollection, and only two were able to speak or understand the Welsh language, and that is a great loss to the farmers in our district.

38,355. In what way is it a loss to the farmers?—Because they are not able to show to the agent what they want; they are unable to approach them except through another man.

38,356. How long has the present agent been appointed?—It may be four or five years; it may be a little more perhaps.

38,357. Has he not been to see the farm during that time?—He has never been yonder to my knowledge.

38,358. You quote the wages of a labourer at 3*s.* 6*d.* a day and his food?—Yes, what I paid them last year, last March and April, 12 months ago, but I do not keep one now.

38,359. What is the average wage of a labourer, except at harvest time; of course he gets something extra at harvest time. What is the general wage of a labourer?—You cannot get men near these works unless they get almost as much as they would earn at the works themselves.

Mr. *Richard Jones.*

38,360. It seems to me very high. Do you complain that the labourers get too much?—We could not get them without that. We say that they ask too much, but we could not get them without.

38,361. Do you complain of the labourers having too much?—I do not pay more than any others in the same district, and so how much better am I if I do complain?

38,362. Are there many of these straw-thatched houses in your district?—Yes, many.

38,363. Do not the farmers find it a great burthen to thatch these houses?—Yes, it is a great burthen on them.

38,364. Are there many cattle sheds erected at the farm-houses in the district?—I failed to sell some cattle two years ago. I had to keep them. I bought some cast pillars to put up sheds, and then I went to the agent and asked him if he would be good enough to give us some timber in order to roof it. The answer that I received was—that he would come yonder to see what I was going to do but he never came, and I did not put the shed up, but so I was obliged to keep the cattle out in the open air, because they had served me so badly with regard to the other building.

38,365. So that really we are to understand that the landlords do not meet the necessities of the tenants for increased accommodation owing to the altered circumstances of farming?—No. It is done in an occasional place, but it is the exception when it is done.

Chairman.

38,366. I have a few questions to ask you, which are handed in by Mr. Vincent: "How many acres is your farm"?—Gellifawnen is about 41 acres, and I have some other land; the total is about 55 acres and some roods; and I had a piece of land from Lord Cawdor.

38,367. "How much do you pay for house and land?"—I pay now 22*l.* 5*s.* for Gellifawnen, without the other. It was 15*l.*

38,368. "If Sir Arthur Stepney had repaired "the house at an expense of 150*l.*, would you "have been ready to pay 7*l.* 10*s.* more rent?" —I refused to take the land unless they gave me the building free, because the old building was in too bad a state at that time.

38,369. That means "no" does it?—No, because I in a way paid that 7*l.* 10*s.* for a building.

The witness withdrew.

Mr. Lewis Bishop called and examined.

Chairman.

See previous examination, 5002–5064.

38,370. You are a land agent, an owner, a tenant, a solicitor, a magistrate's clerk, county court registrar, and tithe collector?—Yes, and insurance agent.

38,371. What district are you prepared to give evidence for?—Central Carmarthenshire.

38,372. How much land does your evidence refer to?—About 7,000 acres as agent, about 200 as owner, and about 30 as occupier.

38,373. Are there any Manor Courts that you are connected with, or Leet Courts?—Yes, Leet Courts, not in connexion with the estate.

38,374. There is not much glebe land, is there?—Very little.

38,375. Are there any copyholds; have you anything to say about recent inclosures?—There have been none of recent years, not really within my memory.

38,376. You know on your own estates that politics and religion makes no difference?—None at all, although I have often been accused of favouring liberals.

38,377. Are the agents in your neighbourhood pretty well up to the work?—Yes.

38,378. Do they understand the duties of a land agent?—I think so.

38,379. What is the usual date of entry?—The 29th September.

38,380. The tenants are yearly tenants?—All annual tenants, from year to year.

38,381. There is no demand for leases?—No, none—I will not say none—there is only one on the estate anyhow.

38,382. Only one on Lord Dynevor's estate?—Only one on Lord Dynevor's estate.

38,383. Do you pay compensation liberally?—Yes, rather in the tenant's favour.

38,384. Could you produce a copy of your agreements?—We have none.

38,385. They are all verbal?—They are all verbal.

38,386. How many tenants may there be on this estate?—Farm tenants, do you mean.

38,387. Yes?—Something over 100.

38,388. Do you find the smaller tenants pay a higher rent than the big farmers?—Yes, they do slightly.

38,389. What is the usual rent of upland and lowland farms?—They vary from about 10*s.* to 15*s.* upland, and 25*s.* to 40*s.* lowland.

38,390. Do you consider that it is fair that the tenants should do the haulage?—I do, because they thereby get rid of the thatching. I do not think it is out of the way. They do not thatch now so much as they used to.

38,391. You do not let to the highest bidder at all?—Oh, no, that is a very wrong principle, I think.

38,392. Have rents been raised in the last 50 years on Lord Dynevor's estate. Could you give us any instances?—In 1874 the whole estate was re-valued by a professional valuer, and all the farms were taken by the then sitting

Chairman—continued.

tenants at a very considerable reduction below what that valuer valued them at.

38,393. Was it a rise on the original rent?—Oh, yes.

38,394. And since then have any rents been raised?—Yes, occasionally some few, a very small sum. I think I made out the total rise as 21*l.* on the whole of the estate since then.

38,395. What have been the permanent reductions?—The permanent reductions during the same period have been 99*l.*

38,396. Can you give us an account of any temporary abatements?—Yes; in 1885, 10 per cent.; in 1886, 10 per cent.; in 1887, 10 per cent.; in 1892 and 1893 varying from 10 per cent. to 15 per cent. In addition to that, his lordship has given many sums to tenants who have been unfortunate in losing cattle.

38,397. On accommodation lands, has there been any abatement there?—Half what was allowed to the farms.

38,398. Has there been much fluctuation in prices in the last 50 years?—Oh, yes, considerable.

38,399. Has it gone up or down?—Up in all cases except wheat and barley.

38,400. Everything has gone up?—Everything has gone up but wheat and barley. I have noted the following articles.

	Fifty Years ago.	Now.	
			Per cent.
Beef - -	6*d.* per lb.	8*d.* to 9*d.*	33 rise.
Mutton -	4*d.* to 5½*d.* per lb.	8*d.* to 9*d.*	100 „
Veal - -	3½*d.* to 4*d.* „	6*d.* to 7*d.*	60 „
Butter -	9*d.* to 10*d.* „	1*s.* to 1*s.* 3*d.*	33 „
Fowls -	9*d.* to 1*s.* each.	1*s.* 9*d.* to 2*s.* 3*d.*	Over 100 „
Ducks -	1*s.* to 1*s.* 3*d.* each.	2*s.* 6*d.* to 2*s.* 9*d.*	„ 150 „
Wheat -	8*s.* 3*d.* per bushel.	3*s.* 6*d.*	„ 100 fall.
Barley -	6*s.* per bushel.	3*s.* 6*d.*	60 „
Oats - -	2*s.* „	2*s.* 9*d.*	rise.

38,401. When do you get your rents after they fall due?—The Lady Day rents are received after the August fair; the September rents after the February fair.

38,402. I suppose you think the preferential claim for rent is an advantage?—I do, to the tenant, and consequently of course to the landlord.

38,403. What charges on the land does Lord Dynevor pay. He pays tithes I suppose?—Yes, he pays the tithes indirectly no doubt.

38,404. Does the tenant pay the land tax?—Yes.

38,405. And the chief rent?—Yes.

38,406. And the local rates?—Yes, except on accommodation land.

38,407. Who pays the Income Tax?—The landlord.

38,408. Of course the rates have gone up here as well as everywhere else?—Oh, yes.

Chairman—continued.

38,409. And the tenants pay the increase?—The tenants pay the increase: there is no alteration.

38,410. What is the average size of farms?—From 30 to 120 acres.

38,411. There has not been much consolidation, has there?—I think only in two or three instances.

38,412. Which do you think does better, a large or a small farmer?—In what way?

38,413. As regards their condition in bad times?—I think the small tenants have the advantage in bad times.

38,414. The small tenants have the advantage?—Yes, in bad times.

38,415. You think that?—Oh, I do.

38,416. Some agents have told us that they think the large tenants have the advantage?—Well, we may all differ.

38,417. Have you any scarcity of labourers?—Yes, weekly labourers.

38,418. There is no land going out of cultivation, you say?—No.

38,419. I suppose there is not as much arable land as there used to be in old days?—No, not nearly.

38,420. Root crops have increased?—Yes.

38,421. You complain of the low prices of corn, I suppose, and the high price of labour?—To a great extent.

38,422. With regard to improvements, what does the landlord, Lord Dynevor, do in the way of improvements?—Of late years his lordship has had so much to do in replacing thatch that his attention has been chiefly drawn to the matter of repairing the buildings, but there is at times a little draining done; not as much as his lordship would like to do.

38,423. Do you consider that the estate is in a fairly good condition?—Under the circumstances I do.

38,424. It might be better?—I should like, if we could afford it, to do a little more draining, that is all.

38,425. But as regards the farm buildings; are they in a pretty good state of repair?—I consider they are very fair. I go round once a year and examine them.

38,426. What have you to say as to hay sheds?—As to hay sheds, the same practice that I found I adopt now—the tenants provide their own hay sheds.

38,427. Do you make them do all the hauling?—Oh, yes, they do all the hauling.

38,428. As to compensation, is there any custom on Lord Dynevor's estate?—There is no custom; it is the goodwill of the landlord, and I know scarcely any case but where compensation has been paid when claimed in due time.

38,429. How does the Agricultural Holdings Act work?—It is a farce here.

38,430. You do not know of any cases where outgoing tenants have failed to obtain what you think is proper compensation?—I do not know of them. I have heard of instances.

38,431. Is there any custom as to the sheep farms?—We have very little to do with sheep farms on his lordship's estate.

Chairman—continued.

38,432. Does Lord Dynevor preserve much game in this part?—He has two preserves, one round the house and the other some four or five miles away.

38,433. Is there much damage done by the game?—Occasionally. Last year was an exceptionally bad year, because rabbits bred very much, very quickly. Nobody could possibly have foreseen it.

38,434. Do you try and meet tenants in every way?—Oh, certainly; his lordship thinks it best to do so.

38,435. And it makes no friction between his lordship and the tenants?—None whatever.

38,436. Does the Crown let the sporting rights over the Crown lands in this neighbourhood?—In some instances.

38,437. There is very little attention paid to agricultural education, you say?—There has been none excepting what you have heard today, that they have had lectures here, which were, to my mind, very improperly advertised and very poorly attended.

38,438. There is no co-operation or combination of any sort or kind which you know of?—None.

38,439. Have you many small freeholders in the neighbourhood?—There is a very fair sprinkling of them.

38,440. Are they doing pretty well, too?—I think so.

38,441. You have nothing to say on that point?—No, they are doing fairly well, I think.

38,442. You consider the farmers an industrious and hardworking lot of people?—As a rule, most decidedly.

38,443. Their wives work very hard, do they?—Yes.

38,444. And their children work very hard too?—Yes, those that are at home.

38,445. Do you consider that rents could be maintained if the farmers paid wages to their children?—I do. I think very often farms would be better if they had more labourers on them.

38,446. Most of the labourers, or a great proportion of the labourers, we are told are lodged on the farms?—Oh, yes, most of them; very few of them lodge out.

38,447. The wages are about 13*s.* to 15*s.* a week?—About that. I am wrong there; I would go as far as 18*s.*

38,448. Have you known them as low as 9*s.*; have you ever heard of them being as low as 9*s.*?—I remember them being 9*s.* perfectly well.

38,449. We have heard that the accommodation for the farm servants is very bad in the farm-houses; is that your experience?—I think some years ago it was so, but in every instance in which my attention has been called to it it has always been remedied.

38,450. Then you think there is nothing to complain of on Lord Dynevor's estate as far as that goes?—Not that I am aware of, at any rate.

Chairman—continued.

38,451. Are the cottages pretty good on the estate?—We have 40 or 50 cottages, I think, on the estate, and there are only two occupied by persons who work on the farms.

38,452. Have you any small holdings or allotments in the neighbourhood?—Small holdings.

38,453. But no allotments for labourers?—Well, many of the small farmers do a certain amount of labour.

38,454. But I mean a tenth of an acre, or quarter of an acre, set apart?—No, we have not many of those.

38,455. Do the farmers in this neighbourhood ever keep accounts?—Very few.

38,456. When do you think the bad seasons began; when did the depression really begin?—There was one before I had the honour of being an agent, but it began in the end of 1884 or the beginning of 1885.

38,457. You do not throw it back as far as 1879?—Well, I was not then his lordship's agent. My father was then agent, and there was a time—I do not quite recollect the year.

38,458. But you have put it at about 1884?—That is the first I had to deal with.

38,459. I suppose prices of fat cattle have been low?—Yes; it is the lean cattle that we have suffered most from.

38,460. Are you a fair trader, or a protectionist, or anything?—Well, I think I am a fair trader.

38,461. You recommend fair trade?—Yes, and that foreign merchandise should be marked, too.

38,462. And you hope for better seasons?—Yes, I certainly do.

38,463. The general relations between Lord Dynevor and his tenants are, I take it from you, very good?—I consider them so. He goes round continually to see them, and I think they are always very pleased to see him.

38,464. Could you tell us what money has been spent in repairs and improvements on the estate during your management?—I have made it out at about 1,100*l.* a year.

38,465. May we have the income of the estate. Is there any objection to putting that in?—I do not know that I need object to do so; I think you could get it elsewhere if I did not give it you. It is about 6,000*l.* That is from land only in this county.

38,466. From this estate alone 6,000*l.* a year comes in, and you calculate that there is 1,100*l.* a year spent on repairs?—No, not on that. Of the total amount spent the proportion on the land would be about 855*l.*

38,467. 855*l.* on the land?—855*l.* spent on the land which brings in about 6,000*l.* Then his lordship also pays out of that 600*l.* a year for drainage, and the average nett rent per acre on the estate is 13*s.*

Mr. *Brynmor Jones.*

38,468. Do you mean the average rental?—The average net, after paying for repairs and so forth, leaves his lordship 13*s.* an acre without any deduction for bad times.

Chairman.

38,469. Have some of the farms been owned by some families for generations?—Yes, further than we can ascertain.

38,470. They have been on the land longer than you can ascertain?—Longer than living memory. I have a list of them here.

Professor *Rhŷs.*

38,471. You mentioned lectures given in your district. I wish to ask you under whose auspices were they given?—Professor Parry, from Aberystwith.

38,472. Why were they inadequately advertised?—I am sure I cannot tell you.

38,473. Was it the business of the people of the neighbourhood to do that?—There were no advertisements sufficiently placarded about the country. There were some few put in the town of Llandilo, but there were none circulated round the neighbourhood.

38,474. Were the lectures given under the auspices of the county council?—Yes.

38,475. Would not it be the business of some official of the county council to see to that work of advertising?—Well, I do not know whose duty it was to do it; I only know the fact that it was not done.

38,476. And in consequence of their being badly advertised the lectures were not well attended?—Very badly attended.

38,477. Otherwise do you know whether the lectures were suited to the people and so on?—I think they were very suitable, and I should like to see more of them. I think also leaflets sent round, particularly on the necessities for the management of dairies generally, would be very useful; we want rules.

38,478. In what language would these lectures be given to be understood by the people whom they should concern; they would have to be given in Welsh, I suppose?—I was here myself and heard them, but I really forget which they were in.

38,479. You mentioned just now that there were about 40 cottages, and only one or two of them occupied by men who work on the land?—Quite so.

38,480. By whom would the others be occupied?—By colliers, tailors, carpenters spinsters—workwomen.

38,481. Have they any gardens belonging to them?—All of them have gardens.

38,482. About what size?—Some 12 to 20 or 24 perches.

38,483. Is there much demand?—Oh, yes, too much in many instances.

38,484. How do they keep their gardens as a rule?—All excepting the tin workers keep their gardens very well; the tin workers do not care about gardens.

Mr. *Grove.*

38,485. Were the cottages originally built for farm labourers?—I was not alive at that time, but I found them scattered about on the different farms, and in many instances they were let with the farms. Of late years his lordship has been

Mr. *Grove*—continued.

asked to take them up, and that has been done in all instances where he has been asked.

38,486. Do you think they have got into other tenancies in consequence of the agricultural depression?—No, I think the reason very probably is the introduction of machinery in this country, less labour being required, for one thing, and, secondly, that the high wages at the works attract our labourers away.

38,487. Do you think the land itself would carry more labour if it could be obtained?—In many instances farms would be very much improved if there was more work upon them.

38,488. You think, then, that the tenant cannot afford to pay for the labour?—I think they could if they would only be alive to the fact that farms pay better when well worked.

38,489. Do you get many claims for damage by game?—No, not many; I had one last year.

38,490. Did you settle it satisfactorily?—I think quite satisfactorily; in fact his lordship allowed me to give what the tenant asked instead of what I valued it at.

38,491. That ought to satisfy any tenant, I should think. When you make abatements for rent do you give notice of them?—Yes.

38,492. What length of notice?—About the same notice that the rent is to be paid. In spite of the notice, the tenants are very fond of bringing the money in full and taking home the allowance.

38,493. Is that usual now at the present time?—They do so now, they did it at the last audit.

Professor *Rhŷs.*

38,494. Do you think that the difference is concealed from the wife by the tenant?—I do not know. I am afraid the receipt would show it.

Mr. *Richard Jones.*

38,495. When you say that everything has gone up during the last 50 years except wheat and barley, you make that statement in order to justify the rises in rents?—No, I do not at all. I was asked the question, and I answered it.

38,496. But of course you will admit that the cost of production is increased as well?—I do not know, when you compare it with the introduction of machinery.

38,497. But the introduction of machinery, of course, is a very big item, and it requires a long time to work out that expense?—Yes, but it does not eat. It does not require keeping like labourers.

38,498. That is true; but on small farms, where machinery is not much used, the cost of production, of course, would increase. That only applies to large farms?—On small farms they usually do it themselves or their families; they do not want to hire there very much.

38,499. You say there are only three instances of consolidation on Lord Dynevor's estate. Why were those farms consolidated?—To please the

Mr. *Richard Jones*—continued.

tenants of the adjoining farms, when the other ones became vacant, in order to give employment for the sons of the one; when one farm became vacant the adjoining farmer asked for it, so as to keep his sons at home and employed.

38,500. Then the son would live in the other house?—Oh, no, he would let the other house out as a cottage.

38,501. But you had to erect buildings on the other farm in order to meet the new tenant?—Oh, no, they keep the young cattle then on the other holding.

38,502. But that is rather inconvenient, is it not?—We cannot help that; that is their look-out when they ask for consolidation. We cannot move the buildings because they want to have two farms.

38,503. Do you think it is a desirable thing to do?—I never found any complaint. In the three instances where there has been consolidation they seem very happy over it.

38,504. The son may be a married man?—In some instances. In one instance I am sure he is, and in one instance the son is married and lives at the other house.

38,505. Then, practically, it is not a consolidation. If the son and his wife live at the other house, it would not be consolidation?—But he has nothing to do with the farm. He has only got to live in a cottage; the son is a collier, I believe, and the whole of the land is in his father's hands.

38,506. Is it very frequently the case that the son of the tenant farmer is in the position of a collier?—Oh, dear me, it is very often the case.

38,507. It pays them better to work in the coal pits than to be farming, does it?—No. This particular tenant I am talking of has a very large family. He has, I think, three sons and a daughter on the adjoining farms. We could not find any farms for the rest, so they have to go out and look for their bread and cheese elsewhere.

38,508. You say that the tenants have erected hay sheds?—Yes, on the Dynevor Castle estates, but I believe on other estates timber is given them very often.

38,509. You will admit that that is a first class improvement, and should be done by the landlord?—Well, as I said before, his lordship has had plenty to do in doing the main buildings, and I have no doubt when the time comes he will help his tenants in that way; but he cannot do everything at once.

Mr. *Griffiths.*

38,510. I think you said that you have neither leases nor agreements on this estate?—Neither.

38,511. Do you agree with that system?—Well, I do. Tenants do not like, as a rule, putting their hands to paper.

38,512. But do not they sometimes suffer a loss owing to it?—We have never had one; we have never had any bother with them.

38,513. I think you say you have known cases of hardship on your estate?—No, I cannot call to mind one—not on the Dynevor Castle estate, anyhow.

Mr. *Griffiths*—continued.

38,514. Do you know a farm by the name of Penlan, in the parish of Cidweli?—It was part of the estate—yes, I do know it.

38,515. Do you know the tenant there?—Yes.

38,516. A man by the name of Anton?—Yes, Anthony.

38,517. Did he do much to improve that farm while you were agent?—No, I saw no difference the time I was agent. There was a good deal spent on repairs there by his lordship.

38,518. Was not there some good part of the farm covered with furze?—Not in my time. I know he ploughed up all the fields that he had to give up the last year he had it.

38,519. He had been a tenant for many years, had he not?—Yes, and had a great deal done for him, too.

38,520. And his father was a tenant before him?—Then he went and ploughed up every acre that he had to give up.

38,521. Why did you give him notice to quit?—The farm was sold, and these lands were kept out. I thought that the farm would be too big for him to buy as one, so I cut out a very nice ring fence for him, and we let him have the farm at a very fair price; in fact it was sold under our valuation. Then we kept the outlying lands to let out as accommodation land. Directly he saw that he ploughed up every acre of what we were going to take away.

38,522. Then you consider this man made no improvements on the farm?—None during my time. I did not see a bit of difference in the farm.

38,523. How long have you been agent?—I have been agent since 1880, but I have been connected with the estate since 1860.

38,524. Were you never told that this man had laid out a good deal of money on his farm before he had notice to quit?—I do not think so. If so, I think I should have had a claim like I had from all the other tenants, when we sold. We compensated every tenant on the estate when that sale took place for any improvements that they had done.

38,525. Did he not tell you that he had spent 760*l.* in cleaning the place?—No, I never heard of such a thing, and I should like to know what for.

38,526. And other improvements to the amount of 1,400*l.*?—Well, I do not know where it could have gone to.

38,527. It was never mentioned to you, was it?—I never heard of it.

38,528. Did he do any haulage to the buildings?—During my time there was some little haulage, but not much. He had only, I think, some roofing to do.

38,529. Had not the farm-house been built before your time?—Yes.

38,530. The tenant did the hauling, did he not?—Very likely, I cannot say as to that.

38,531. But do not you think it would be fair for this man to be recompensed before the farm was sold?—He would have been, like the others. His lordship has compensated every man that has made a claim in respect of the portions that were sold. I can produce the books, and show that every one of them was compensated.

Mr. *Griffiths*—continued.

38,532. But I am given to understand that he had to pay more for the farm, although he had to pay over twice?—He got his farm at a very fair price indeed.

38,533. Did he not wish to purchase the other part of the farm which you had reserved?—Not that I am aware of.

38,534. Did he not make you an offer for it?—I do not think so.

38,535. Who was it that purchased the other farms, do you remember?—No, I do not remember now. There is some part of it unsold now.

38,536. You do not remember the reply you gave him when he asked you to let him have it?—No, indeed I do not. I do not remember his asking me.

38,537. You say the estate was valued. Was it by a professional valuer?—Yes.

38,538. Who was the gentleman?—It was Mr. Keary, of Bridgenorth. He was a very noted man in those days.

38,539. Is not the land tax considered to be a landlord's tax?—The land tax is only about 1*d.* or 2*d.* in the £.

38,540. But it is generally considered to be a landlord's tax, is it not, legally?—If so, it would be an awful nuisance to have anything to do with such a trifle as that. It is a very small matter. It is a landlord's tax no doubt.

Mr. *Brynmor Jones.*

38,541. In what parishes does this Dynevor estate chiefly lie?—Llandilo fawr, Llandyfeisant, Llanarthney, Bettws, and Cidweli.

38,542. Are those Welsh parishes?—All.

38,543. The people habitually speak the Welsh language there?—Yes.

38,544. Are all the tenants of Lord Dynevor Welshmen; Welsh-speaking men?—I think every one.

38,545. Are they mostly Nonconformists?—Yes, mostly.

38,546. About how many Churchmen are there now tenants?—I never counted them. I should say half-a-dozen or so; there may be more.

38,547. Are there more than formerly?—No.

38,548. Not more than when you became agent in 1880?—No; at least, not that I am aware of.

38,549. I am of course asking you of what you are aware?—No, I say not, unless some tenants have changed, of which I am not aware.

38,550. You say that there is not a single agreement?—I said one lease.

38,551. The farms are let simply upon a tenancy from year to year?—Quite so.

38,552. Is there any custom of the country regulating such a tenancy as between landlord and tenant?—No, unfortunately not.

Mr. *Brynmor Jones*—continued.

38,553. Then why does the tenant pay the land tax?—It is such a small thing I suppose he does not care to bother about it. I do not know. Very likely they think it is their own tax. I cannot say.

38,554. Do you mean to say if you let a farm to a tenant from year to year, and nothing is said about the land tax at all, that the land tax would fall upon the tenant?—If anyone came and asked me or his lordship, I am sure he would get it.

38,555. Have you ever told the tenant who has paid the land tax that the legal liability would fall upon the landlord?—If anyone came and asked me or his lordship I am sure he would get it.

38,556. Have you ever told the tenant who has paid the land tax that the legal liability would be upon the landlord?—No.

38,557. Ever since you have been agent you have allowed these people to pay the land tax without telling them?—Yes.

38,558. How about the tithe rentcharge before the recent Tithe Act?—What about that?

38,559. Before the recent Tithe Act who paid the tithe rentcharge?—The tenant.

38,560. Is there any custom of the country that obliged him to pay the tithe rentcharge?—No, I think that was an understanding.

38,561. You told me there was no understanding beyond the fact that the tenant was becoming tenant from year to year?—Well, I do not think I was asked that. It was a yearly tenancy. No one has asked me yet whether there were any conditions attached to that verbal tenancy.

38,562. I asked you whether or not the farms were let upon a tenancy from year to year without a written agreement?—Yes, I say without a written agreement.

38,563. Then I am to understand that there are special verbal terms arranged?—Yes.

38,564. What are the verbal terms that you super-impose?—They are different upon different parts of the estate. On some parts his lordship reserves the right to take any portions for building purposes, and on other parts the game is reserved; in others it is not.

38,565. Do you mean he reserves these rights verbally?—Yes, certainly.

38,566. Do you think it is better for him not to have a written agreement?—Well, it has never worked badly.

38,567. That is a somewhat qualified answer?—Well, I cannot give you any other.

38,568. Let me ask you why do you think that these varying verbal arrangements as to which men's responsibilities may vary are better than written agreements?—For this reason, that we have never found any difficulty with the old condition of things which I found when I came in, and which my father found when he came in, and we did not see why we should alter them.

38,569. Are those the ordinary special terms made upon these verbal agreements?—I say in some places the game is reserved; in other places not.

38,570. Is there any special arrangement made about improvements?—Excepting for the haulage the tenants are expected to do the haulage.

38,571. Do you arrange that with them?—I do not know that it is arranged, but they always do it. It is an understood thing on the estate. You may say it is a custom of the estate; not a custom of the country.

38,572. I gather from what you say that the condition of farmers at the present time is, to use the term which has been already used, deplorable?—I have not said it.

38,573. I say I gather it?—I say they are in a very much worse condition from a monetary point of view than they were.

38,574. So badly off that they cannot pay their rent?—Well, we have had to give time to some.

38,575. What is the reason that abatements have been given on the estate?—To try and show them that the landlord sympathises with them, and meets them half way.

38,576. It is, I suppose, because it would not be fair to ask them for the full rent, having regard to the great fall in prices?—I do not know that, because many of them could pay in full if they liked.

38,577. Then the abatement is made in many instances, not because the tenants could not pay the rent if their legal liability was insisted upon, but it is done out of a purely friendly feeling?—Quite so, and in the hope of enabling some of them to stave off what is undoubtedly a very difficult crisis.

38,578. Then, I take it, your view is that the rent which a landlord ought morally to demand, is a fair rent?—Oh, yes, his lordship is most anxious to have a fair rent, and nothing more. I do not think 13*s.* an acre is very exorbitant.

38,579. You give an abatement on that, too?—Yes, and I say an abatement out of that leaves no very handsome profit on the way in which you buy land here now.

38,580. Then supposing there should be some difference between a landlord and a tenant as to what is a fair rent, who is the best judge of what a fair rent is, the landlord, or some third party?—That is a matter of opinion, but whenever there has been any complaint, his lordship has always desired the farm to be re-valued. Throughout the whole time I have been agent there has been only one instance where a tenant has not been satisfied, to my knowledge, and the tenant and the under-agent and myself have generally valued the farm together, discussed matters, and met afterwards in a friendly way, and we have failed but once. On one occasion we did take an outside farmer, and we arranged amiably.

38,581. You appointed?—Yes, but he was the other way in politics to myself, and a good non-conformist. I thought we should be a good mixture.

38,582. You thought as you had not adjusted this matter with the tenant, it would be just as

Mr. *Brynmor Jones*—continued.

well to get a valuer in whom the tenant had confidence?—Yes, for this reason, I must say at that time the under-agent was not able to go with me, and I had to get someone else.

38,583. That arrangement worked well in that instance?—Like it did in all others excepting one.

38,584. You only got an independent valuer in whom the tenant had confidence in one instance, and it worked well?—Between the independent valuer and myself there was very little difference.

38,585. If that worked so well, why should it not work well generally in regard to disputes between landlord and tenant?—Why go to the expense if you can do it yourself? A valuer must be paid.

38,586. Here the tenant was not satisfied with your aid alone?—Only in one instance, and I am quite satisfied that you should come and see the farm with me now, and you will agree with me that I am not very far out of the way.

38,587. I understand you could not arrange with the tenant what the rent should be?—There is only one tenant I say I know of is not satisfied with our valuation.

Lord *Kenyon.*

38,588. Was that the occasion on which you took this independent valuer?—Oh, no.

Mr. *Brynmor Jones.*

38,589. When you did have the independent valuer it worked well?—I do not think there is any reason to go into that. As some people present may think I want to keep something back, I will tell you why. There was a very large arrear on the farm, and therefore we do not know yet whether it will work or not. In fact they have paid half what we valued it at since that.

38,590. If you admit the principle of a valuation by somebody or other when there is a dispute between the landlord and the tenant, why should it not become the ordinary law of the land. You say the landlord only wants a fair rent, and if the tenant and he do not quite agree, why should there not be an independent tribunal to settle that?—Then I do not see any ground why it should not be the same between me and my coachman.

38,591. Do you compare the relations between yourself and your coachman to the relations between a landlord and tenant?—I should not like to have a third party to come in if I could settle it myself. I mean to say I think it is very much better for the landlord and themselves to agree in preference to any third party coming in.

38,592. So we are all agreed; but supposing they cannot agree?—They will soon come to their senses if they cannot get a tenant.

38,593. Who would soon come to their senses, the landlords?—Yes.

38,594. And the tenant?—Very likely, because he could not continue.

Mr. *Brynmor Jones*—continued.

38,595. The tenant cannot get rid of his landlord and remain on his holding?—He can go; he may leave.

38,596. According to your own evidence, the families of these tenants have been there very long?—We have no difficulty, I say with those. We have never had any difficulty in that way I suppose you are talking now generally.

38,597. Yes. Coming to another topic, in which parishes are the Crown lands of which you spoke?—We have the Black Mountain between this and Brynamman and some between this and Cardiganshire.

38,598. Are they in possession of the Woods and Forests?—They are in possession, so far as the herbage goes, of those who are entitled to graze.

38,599. The tenants do not simply pay quit-rents?—I think there are chief rents payable all over the country, if you mean that, but there is no rent payable in respect of the mountain.

38,600. Have there been any inclosures of common land in this neighbourhood?—I said none in my memory.

38,601. We have heard of some copyhold here. In your experience as a solicitor, is copyhold tenure inconvenient?—Yes, I do not like copyhold myself; it is a cumbersome procedure.

38,602. How does the recent Enfranchisement Act work? Have you had any experience under it?—No, none at all.

Lord *Kenyon.*

38,603. I take it, Mr. Bishop, from your answers to Mr. Brynmor Jones, that you are not in favour of a Land Court?—Well, I do not know really what you mean by a Land Court. What is it to do?

38,604. This third party who is to step in, whoever it is?—No, I think it would be disastrous to tenant and to landlord.

38,605. And why?—Well, it would undermine the good feeling that exists between them now.

38,606. The mere existence of such a tribunal, whether they need apply to it or not?—Yes, speaking generally I do not think it would answer.

38,607. Do you think a landlord would be anxious to carry out his repairs in such a way if there was a Land Court?—For my own part, if a tenant came to me, and there was a Land Court, I should say "Go to the Land Court and "see what they will give you, and then I shall "know what I have to do."

Chairman.

38,608. These are some questions handed in by Mr. Llewelyn Williams: "Does religion affect the "letting of land in any way?"—Not at all.

38,609. "Have you known tenants changing "their religion on getting farms?"—I believe there is one instance on the estate.

38,610. Do you understand the question, "Have you known tenants changing their

Chairman—continued.

"religion on getting farms?"—Change their place of worship, that is what I took it to mean.

38,611. Then there is another question: "Are "tenants allowed to take advantage of the "Ground Game Act themselves?"—In all cases, except in, I should say, one.

38,612. "Or does the landlord find men to keep down vermin?"—Yes, always whenever we have any complaints.

38,613. "Does not the tenant in the first "instance pay the Income Tax, getting it "deducted from his rent some time after?"—No; it used to be so years ago.

38,614. That is not the case now?—No, not for many years now.

38,615. "Would you grant leases if applied for?"—I do not think I would, because I do not think it would be advantageous as a rule from my experience; I would rather have a good custom or good Act, one of the two.

38,616. Then the answer to that is no?—Certainly.

38,617. "Did you, in the year 1892, refuse "to let, lease, or sell to Mr. D. Williams, jun., "the secretary of the Llandilo Liberal Asso-"ciation (of which Mr. Gwynne Hughes is "president) a portion of Lord Dynevor's "estate?"—I cannot make out what that refers to.

38,618. "Did you refuse to let, lease, or sell "to Mr. D. Williams, jun., in the year 1892, a "portion of land on Lord Dynevor's estate?"—Who is D. Williams, jun.? I am told by a gentleman here it refers to a cabinet maker's son. That is a fact.

38,619. You refused to let, lease, or sell to him a portion of Lord Dynevor's estate?—Yes.

38,620. "Did you assign as a reason that you "were afraid of the Liberals, and asked why he "did not go to Mr. Gwynne Hughes?"—Oh, yes, I chaffed him in that way, but that was not the reason; the reason was this, that there should be no misunderstanding about it. That portion which was referred to is in sight of Dynevor Park Gates when they come out of the park, and his lordship would not even let me put a shed on it when I held that land myself.

38,621. "Do you know of cases on Lord "Dynevor's estate where tenants have built "houses without leases or agreements?'—Not of late years. I believe there are instances; indeed, there are now instances where we recognise their right to hold for periods where there are no leases.

38,622. "For instance, at Llandebie?"—No, his lordship has no property in Llandebie village.

38,623. "Has Lord Dynevor disposed of any "of his property of late years?"—Yes.

38,624. "And, if so, was any compensation "paid to the tenants for improvements?"—Always; except in the case Mr. Griffiths referred to of Anthony, which I never heard any claim in respect of.

38,625. "Have the rents of Lord Dynevor's "Llanarthney estate been raised of late years?"

Chairman—continued.

—Since 1874 I think I told you there was a rise of 21*l.* on the whole estate, and a reduction of 99*l.*

38,626. "For example, Rhydymerdy, Clos-yryn?"—I can supply you with all that information, but I cannot remember now off-hand.

38,627. That is all in your evidence, I think?—Yes.

38,628. "Do you know that the tenant of "Penybank Farm was a member of Penybank "Independent Chapel and his wife of Capel "Isaac Independent Chapel before they became "tenants of Penybank, and that they now go to "church?"—I have been told so.

38,629. Do you know that they now go to church?—I have been told so.

38,630. "Do you know that Lord Dynevor's "farm of Bankyffynnon, the farm-house on "which was erected by the tenant, was sold by "public auction, no compensation being paid "to the tenant?"—What house was that?

38,631. Bankyffynon?—I should like to be careful about that. I do not think Bankyffynon has been sold.

38,632. It is still on the estate?—Yes. If it is Williams of Bankyffynon he still pays rent; it has not been sold.

Mr. *Griffiths.*

38,633. Do you know of any instances where the tenants have ploughed up some meadow land in the absence of penalising clauses. You have no lease and no agreements, and no penalising clauses?—Well, we have had no change of importance during the time I recollect the estate; in fact all the cases where there have been changes have been owing to the unfortunate condition of the tenants who have really drunk themselves out of their houses, and they have generally given them up, and were glad to go out without notice at all.

38,634. They have never been inclined to plough up meadow land?—I do not find fault in that way at all with them. I do not think there is any real grievance in that way.

Chairman.

38,635. There is another question by Mr. Llewelyn Williams: "Did you not leave rubbish "on the bit of ground refused to Mr. D. "Williams, opposite the park gates?"—No. I suppose he refers to a bit of manure thrown by the hedge side. I kept manure there twice I think since I had that, almost out of sight in the hedge.

38,636. In fact this is the piece of land that Lord Dynevor would not allow anything to be put on?—Quite so.

38,637. Did you leave rubbish on this plot of ground?—The only thing that has been on that at all was sufficient manure to manure that field with; nothing else.

38,638. Another question, "Did you refuse to let Lanfawr to a relation of the old tenant?"—No, if you call him a relation. There was a young fellow living at the farm of Lanfawr, who was not the son at all of the late tenant,

Chairman—continued.

and he applied to me about 12 months before the farm became vacant for a promise of it, and I told him to find a decent wife, and then we would talk about it. The farm became vacant suddenly; he was not married, and the consequence was we could not let the farm to him

38,639. It was let to a stranger?—Oh, no, to another tenant. I think, my Lord, I ought to be allowed to state, with reference to one tenant

Chairman—continued.

I have been asked about, in regard to the change of religion or place of worship; I had nothing to do with that letting. It was a farm adjoining the Castle, and I thought it better that his Lordship should, in this particular instance, select his own tenant, and he did so without my knowledge. It turns out it was under an old promise; and the wife of the tenant who has gone to this farm of Penybank was a daughter of an old tenant of his Lordship.

The witness withdrew.

Mr. David Harris called and examined.

Chairman.

38,640. Where do you live?—Penybank Farm, near Llandilo.

38,641. Have you anything to say upon the evidence just given?—In connexion with the question asked of Mr. Bishop as to the tenant of Penybank changing his place of worship, I must state that I am the tenant of Penybank. I used before to go to an Independent Chapel. I am nearer to the church now than any of the dissenting places.

38,642. Therefore you go the church now?—Yes, and I would rather worship God in church than with the dissenting parties. I choose their way; I believe their way is the better way to worship God than the way of the dissenting parties. From a child I was brought up in the midst of Nonconformists, and, as you know, there is so much dust thrown in the eyes of people that I know that if many such as me would go to the church they would choose that way to worship God rather than the way of the dissenting parties.

38,643. There is a question put in by Mr. Bishop: "Did Lord Dynevor or his agent make "it necessary for you to go to church"?—No,

Chairman—continued.

my Lord, I am going from my own wish and my own decision.

Mr. *Richard Jones.*

38,644. When did you make the discovery that you would rather worship God in the Church of England than in a dissenting chapel?—Since I have been in church.

38,645. Had you never been in a church before?—Yes, I had been.

38,646. How was it you did not discover it then?—Because the Independent Chapel was within the hit of a stone of my house.

38,647. Before you went to a chapel?—I had been to the chapel first of all. I was brought up in the midst of nonconformists, and a lot of dust has been thrown in the eyes of people by them.

38,648. You admit you had been to church before you went to this farm?—Yes, when I was a boy, I went sometimes.

38,649. Not after you had grown up?—No.

38,650. Not on any occasion at all?—When I had to come to understand between good and bad I should choose the church.

The witness withdrew.

Mr. Nathaniel Williams called and examined.

Chairman.

38,651. Are you a farmer living at Talardd, Llandilo?—Yes.

38,652. Will you kindly give us your evidence?—My evidence refers mostly to the parish of Llandilo and the borders of adjoining parishes. The district comprises all sorts of land—good, poor, and indifferent.

Rents vary from 6*s.* per acre for farms to 2*l.* It is impossible to get information as to the advance on each farm, but the rateable value will show the extent of the increase. The rateable value of the parish of Llandilo, leaving out the town, was—

Chairman—continued.

	£	*s.*	*d.*
In 1868 - -	20,310	4	0
„ 1893 - -	24,490	6	6
Advance - -	4,180	2	6

Rhosmaen and New Inn are let annually by auction. The best fields reach 4*l.*, and sometimes 5*l.*, and the taxes, for example:—

Caegwyn, Rhosmaen:

		£	*s.*	*d.*
1890	9½ acres - -	46	10	0
1891	„ - -	45	5	0

Chairman—continued.

Cae Joe:

		£	*s.*	*d.*
1890	10a. 0r. 22p.	42	6	0
1891	„	53	10	0
1892	„	50	5	0
1893	„	40	0	0

and the tenants pay all the taxes. Tenants generally complain that rents are too high; though they work hard and live hard, they cannot pay their way. No labourer would think of living or working so hard as the hill farmers do. They rise early and work late, and yet it is as much as they can do to get any sort of living. The farmers and their wives and children work on the farm, and in many instances do all the work of the farm, the children getting no wages. I have heard many complain they could not pay wages, and others who employ servants say they spend the income they have from other sources.

Rents have advanced considerably since the beginning of the century, but it is very difficult to get at the figures and get proofs. So many changes have taken place that many of the present tenants do not know what rent was paid for their farms 30 years ago but by hearsay. Others will not give any information or show any papers. They are afraid of their landlords. It may suffice to give the rents of three adjoining farms. The three were leased about 1790. The term of lease was three lives. These leases ran out between 1860 and 1870.

	£		£
The rent of Blaenllanan was	34;	rose to	90.
„ Ddyfadfa Uchaf „	36;	„	120.
		(Now it is 100*l.*)	
„ Ddyfadfa Isaf „	26:	„	48.

On the three farms the landlords did not spend one penny. The tenants made all improvements and repairs, the landlords granting rough timber for repairs.

Abatements from 5 to 20 per cent. have been granted by many landlords for the last few years, but very few permanent reductions.

INSECURITY OF TENURE.—The tenancies are yearly, terminable by six or 12 months' notice. Very few improvements are made. The landlords generally will not improve, and the tenants are afraid because of the insecurity of tenure. I do not believe tenants would take leases just now—rents are too high. I do not believe landlords would grant leases if applied for. There are so many farms sold, and they sell better without leases.

AGREEMENTS.—On some estates there are no agreements. On others there are very stringent agreements, with penal clauses. As far as I can find, agreements are made solely to guard the landlords' interest and bind the tenant to do his duties; the landlord is free to do as he likes. Some agreements bind the tenants to give up at the expiration of the tenancy all improvements

Chairman—continued.

without compensation, and even gates put up by the tenant are claimed as the property of the landlord

COMPENSATION.—Farms have been greatly improved by tenants and then sold, no compensation being paid to the tenants, though the farms are sold at much higher prices owing to their improvements.

GAME.—The district generally is free from game, but in the neighbourhood of parks and one or two places where a gamekeeper is located. The gamekeeper selects a field in the middle of the farm, and fences it out to rear his pheasants. Sometimes compensation is given, not at a fair valuation, but at the agent's valuation; and if the damage be fairly valued, it is impossible to compensate a farmer for the loss of his crops. He depends on the crops to winter his stock. If it is destroyed by the landlord's stock, what is he to do? If he buys fodder he will very soon buy the money value of his stock, and will soon find that the compensation allowed will cover but a small part of his loss. On most estates the tenants are now allowed to kill the rabbits, but some tenants are afraid to do so.

DIFFERENCE IN RELIGION, LANGUAGE, AND POLITICS.

The majority of the tenants are Welshmen, nonconformists, and Liberals. The landlords, with few exceptions, are Englishmen, churchmen, and Tories. Agents generally know little if anything about farming, much less live on a farm and make it pay. They are either lawyers, or merchants, or relations of the landlord, or anything but farmers. It is the general feeling amongst tenants that a churchman and Tory stands a better chance for a farm than a dissenter and a liberal, and we know instances of dissenters going to church after having taken a farm.

COMMONS.—Part of the Black Mountains, a very extensive common, lies within the parish, and the right of pasture is let with the farms, and always taken into consideration when settling the rent or when a farm is sold. The minerals are claimed by the Lord of the Manor, and are let by him to those who work them. There is a field at Ffairfach; I do not know if it was a common or not. Two fairs were held on it on the 5th May and 22nd November, and the children of the village played on it, and it was considered as public property. About 30 years ago farmers were refused admittance to hold the fairs, and ever since they are held in the town, and the field is enclosed as part of Ffairfach Farm.

LABOURERS.—There are very few agricultural labourers. Servants are kept, living in the house, sleeping generally in the outhouses, above the cow-house or stables. The accommodation is often very poor. There ought to be room for all the family in the house.

Chairman—continued.

BUILDINGS.—On many farms the buildings are in a disgraceful state, tumble-down walls and thatched roofs, which are very expensive. The buildings are often insufficient, no room for man or beast, cattle crowded in the cow-house, horses crowded in the stable, a bed in every room in the house, and often the loft not divided into rooms at all, and no ceiling, only the bare slates or tiles or thatch overhead, and no sheds to keep implements; they are often left out in the rain and sun all the year round for want of room, which causes a great loss. Very few farms can boast of a poultry house. The fowls often roost in the cart-house, or trees, or hedge, or anywhere they can. The dairy is often a very poor arrangement, some sort of a room in any part of the house, where almost everything is kept. It serves as a pantry. In it the cheese press is kept, the bacon, and salter, simply because there is no other place. It is seldom we see a good dairy, even on large farms. We often hear that Welsh butter does not compare favourably with foreign butter, and is not as good as it ought to be. It will never be—can never be—till we have better dairies. At a meeting of farmers held lately at Carmarthen, Mr. John Francis, auctioneer and valuer, said that the dairies on some estates would be a disgrace as pig-styes. The Welsh farmer, as a rule, will suffer almost anything rather than quarrel with the landlord. He looks to his landlord as the highest authority, and is so attached to the land that he will not leave it if he can get any sort of living on it. When a farm comes vacant there are plenty of applicants for it. One reason for this is that farmers keep their children to assist them on the farm as long as they can, that they cannot do anything else for a living. The result of the present system of land letting is only what can be expected. Insufficient and inefficient labour is employed; boys only are kept. Scores of them come from the Middlesex Industrial School. There is an agent at Cefn cethin, under the London County Council, bringing these boys to our doors, but the demand is more than the supply, because their wages are low, but the work is badly done. The farms are starved as a consequence, and the farmers suffer. The labourers leave the land and crowd to the works and the towns. In the hamlet of Gwynfe over 50 houses that were inhabited 45 years ago are in ruins; 11 have been built. The number of houses inhabited in the hamlet now is about 102. It is much the same in other rural hamlets; I name Gwynfe because I know it well, being brought up there. Several of the houses now in ruin were farm-houses; others had small plots of land, sufficient to keep a cow. Farms are thrown together to save the expense of building, and when prices were good farmers were willing to pay the same rent for the plot the labourer had to keep his cow on, and let the house, which was generally in a bad state, fall, and now the farmer has to pay the penalty. He has no labourers for his harvest no boys or girls are brought up in the neighbourhood as servants, and he has to engage such inferior boys as the industrial schools supply.

Chairman—continued.

REMEDIES.—The remedies I would suggest are substantial reduction in rent, compensation for improvements security of tenure, and a Land Court to settle disputes between landlord and tenant. A tenant when leaving a farm should be paid the full value for improvements of whatever kind, regardless of the first cost. If the tenants improvements add to the market value of a farm, that increase should be the property of the tenant. Some improvements are worth more in 20 years than at first, and the tenant should be paid the value when he gives them up, and if the condition of the farm is generally improved that should be taken into consideration.

38,653. To whom do these properties belong that are let annually by auction?—One belonged to the late Dr. Morgan, of Rhosmaen, and the New Inn Farm belonged to Colonel Woods; it has been sold lately, and it now belongs to Mr. Hughes, the manager of the Llandilo Bank.

38,654. Do you think that farmers are afraid to come forward and give evidence before the Commissioners?—There was a great difficulty to get them to give any facts at all, and they were not willing to give them unless we promised to keep their names unknown. We could not do that in every case.

38,655. Was there a great general wish for evidence to be brought forward before the Commission?—Yes, at first; but when they saw that the examination was to be public, most of them withdrew, and it was very difficult to get at any facts at all and to get anyone to come and give evidence.

38,656. Were there meetings of the tenant farmers in the district got up for the purpose of obtaining evidence?—Yes.

38,657. But they were not well attended?—No, not near so well attended as we could expect.

38,658. Were they better attended at first, when the Commission was first talked of, and then did they dwindle away?—Yes.

38,659. Then the feeling in your district, rightly or wrongly, was that the landlords were not sympathetic with the Commission, and that it would be better to leave it alone?—Yes, that was the feeling, rightly or wrongly.

38,660. Rightly or wrongly, that is the general opinion?—Yes.

38,661. As regards game, you said: "On most "estates the tenants are now allowed to kill "the rabbits, but some tenants are afraid to do "so." Do they not avail themselves of the Ground Game Act?—Not always.

38,662. Do they know of its existence?—I am afraid some of them do not know much about it. They have heard others say so, but nothing more than that.

38,663. Then what is the feeling. They know that it is the law, but they think they had better leave it alone?—They have heard others say that it is the law, but it is very difficult to get a Welsh farmer, who has been living in the

Chairman—continued.

middle of the rabbits and dare not look at them for many years, to realise that he has the power to kill them now, and in other cases there are a good many that do not know the way to kill them; they cannot kill them, and they are not allowed to put other people to kill them.

38,664. Then they do not avail themselves of the Act?—They cannot, they are not able to kill them.

38,665. Are there not any rabbit catchers in the neighbourhood that come and help the farmers to keep the rabbits down on their farms?—I doubt whether they would be allowed by the landlord to do that. I doubt if the landlords would be willing for them to do it. They do not want these rabbit catchers on the estate; they are generally poachers as well.

38,666. Then do you consider that the tenant farmers in the neighbourhood are so much attached to the land that they will not leave it if they can get any sort of living on it?—I do.

38,667. There is a great feeling in Wales, and especially in this part of the country, of attachment to the land?—Yes, my lord.

38,668. They will put up with a great deal sooner than leave their home?—Yes, with great inconvenience.

38,669. With regard to these boys that are brought down from the Middlesex Industrial School, is that the school at Feltham?—Yes.

38,670. And is application made by the farmers for these boys?—Yes. There is an agent living at Cefn Cethin, and they are sent down. I asked the agent the other day the number that had been sent down, and since August 1889 I believe the number was 471.

38,671. How have these boys turned out—well on the whole?—Some of them pretty well, some middling, and some very bad.

38,672. Are they kindly treated by the farmers?—I believe so.

38,673. There have been no complaints of ill-treatment of these children that have been sent down?—I have not heard of any.

38,674. None have come before your notice?—No, my lord.

38,675. You are in favour of a Land Court?—Yes.

38,676. To settle disputes?—To settle disputes when a tenant and landlord cannot settle themselves.

38,677. Not to be brought in under all circumstances, but in case of disagreement to be brought in as a final arbitration?—Yes, my lord.

38,678. But in no way to promote friction or disagreement between the landlord and the tenant?—No.

Mr. *Griffiths.*

38,679. Would you kindly tell us on what estate the farms that you have mentioned are of which the rent was advanced, namely Blaenllanan, Ddyfadfa Uchaf, and Ddyfadfa Isaf?—Two of them are on the estate of Mr. Thomas, of Caeglas, and the owner of one of them lives at Bettws; his name is John Jones.

Mr. *Griffiths*—continued.

38,680. Was the rent advanced on a valuation?—No, they were settled between them, and these are considered very moderate cases. I give them only to show the advance that there has been in rents since that time. They are considered very moderate cases, all of them.

38,681. You say there are some agreements which are very stringent?—Yes.

38,682. And that at the expiration of the tenancy the landlord claimed even the gates which the tenant had put up?—Yes, they do not give gates themselves. I think I put in one agreement in which there was a clause that all improvements whether put up by the landlord or the tenant, such as gates, grates, or anything of the sort, should belong to the landlord. I think I put it in before the Commissioners.

38,683. You say that the accommodation for farm servants is very inadequate, their sleeping accommodation?—Yes, they sleep in very inconvenient places, and in places not fit to sleep in, many of them.

38,684. This is generally a dairy district, is it not?—Yes.

38,685. And the dairies on the whole are very badly arranged?—Very badly arranged.

38,686. The accommodation is bad?—I know very few really good dairies, such as they ought to be in a district like this.

38,687. The labour prospect of this neighbourhood is a very bad one according to your statement?—Very bad. It is very difficult to get labourers, and we have to pay very high wages for them.

38,688. If you look to the future it appears rather dark?—Yes, with the present expenditure, if times will not improve or some relief comes from somewhere soon.

38,689. How do you explain that some improvements are worth more after 20 years than at first. What kind of improvements are those?—Suppose a tenant should plant an orchard, he would get very little out of it for some years, but in 20 years it would pay very well, I should think. A white thorn fence, afterwards, on the hills, where the growth of wood is very scarce, would be very valuable in 20 years.

38,690. Do many tenants make such improvements?—They have been making them. I know of miles of fences of that sort put up by tenants.

38,691. Are they ever compensated for them?—No, I do not think they have been. I put many of them myself in the place where I was before, and I was compensated when leaving for them; I was compensated for the buildings, and for what I had done on the farm. I had as much as I asked.

38,692. Whom do you farm under?—Mr. Thomas, of Caeglas.

Chairman.

38,693. Might I ask you what the acreage of your farm is?—187 acres.

38,694. And the rent?—200*l.*

Mr. *Richard Jones.*

38,695. You have no hostile feeling against your landlord, Mr. Williams?—On the contrary, we are very friendly.

38,696. You simply complain that the rent is too high, and that the place does not pay?—Nothing else.

38,697. You have mentioned that the tenant pays all the taxes?—Yes.

38,698 Income tax excepted?—Oh yes, the landlord pays the income tax.

38,699. You say in your statement, "I have "heard many complaints that they could not "pay wages, and others who employ servants "say they spend the income they have from "other sources." What other sources?—Private income; those that have money on interest or anything of that sort.

38,700. Then in the case of people who have no private sources, it follows that they must go to the wall soon?—Well, I should think so. I must say that I should have gone to the wall if I had not got some other little money coming in from somewhere else.

38,701. Of course it is very hard that money that you have from other sources should go to pay for the farm?—Yes.

38,702. Has there been any change in the method of farming in your district?—Yes, in some instances, since I remember there is a great change. We grew a lot of corn when I was a boy; now there is very little corn grown, in fact, we would not grow any corn at all hardly if it was not for the straw to winter cattle.

38,703. Do you grow wheat?—A little of everything; a little wheat and oats and barley.

38,704. But as little as you can possibly of of wheat?—As little as we can of everything.

38,705. But you grow a good deal of oats, do you not?—No, not much.

38,706. Nor barley?—No.

38,707. Do you not grow a deal of oats?—No.

38,708. You lay the land down to grass then?—Grass and hay.

38,709. Do you find that under this method of farming you have to keep an increased stock on the farm?—Yes.

38,710. Of course that necessitates additional accommodation?—Yes.

38,711. Is there a general complaint that this accommodation is not provided by the landlords?—Yes. There is not enough accommodation on many farms. I cannot complain of that. I have enough accommodation for my cattle and for my horses, but on other farms, especially on the highlands, they are obliged to get every beast in, and not to leave them out; their accommodation is very often very insufficient.

38,712. Of course they are not able to make the best of it?—No.

38,713. We have been told to-day by one or two of the agents that penalising clauses in the agreements are never enforced. Is it because the restrictive clauses are always observed?—I suppose so. I do not know what the penal clauses are good for unless it is to keep the tenants well in hand; they are afraid to trust us; the landlord can do as he likes, but it is rather hard on the tenants. As I mentioned in my evidence, the agreements generally are made to protect the landlord's interest; there is nothing to protect the tenant. A landlord very often promises to make repairs and improvements, but does not do them. Why not put a penal clause that he has to pay 10*l.* a year for that neglect? I think it would be quite as fair to have penal clauses to bind the landlord, and then they would be almost on the same footing.

Mr. *Richard Jones*—continued.

38,714. Are the penalising clauses all observed when you lay down the land to grass?—I cannot say that they are strictly observed, but they are very nearly.

38,715. Is there a very keen anxiety among the farmers in your district to do the best for their children?—Yes.

38,716. Generally?—Generally.

38,717. They deny themselves in order to give them a good education?—Some do.

38,718. Are there any that you know who have given their children a good start?—Yes.

38,719. Are you the brother of Dr. John Williams, the London physician?—Yes. I can only give you the instance of my mother.

38,720. She denied herself perhaps many luxuries in order to give your brother a good start?—I am sure no woman in Wales worked harder than she did.

Mr. *Grove.*

38,721. Are there any farmers' clubs in this district?—There is a farmers' club meeting at Carmarthen, and sometimes at Llandilo, I believe.

38,722. Do you think if there were more farmers' clubs, and intelligent men appointed as secretaries to those clubs, that the Ground Game Act and the Agricultural Holdings Act, and Acts that have been passed for the benefit of agriculturalists, would be better understood?—As they are carried on now, I do not think they are any benefit at all. They meet there, and get a dinner, and drink to the health of so and so, and leave, and someone reads a paper on some subject. I do not believe any good comes out of them.

38,723. But still if there was co-operation amongst farmers, it might be beneficial in the purchase of manures and other matters, might it not?—No doubt.

38,724. And even in the selling of the produce it might be beneficial?—No doubt of that.

38,725. Do you think that a dairy farm and a butter factory would be beneficial?—I do not know much about that. If it can be worked practically, no doubt it would do good here as elsewhere. If the farmers could dispose of their milk as soon as it is milked, and at a fair price, to a factory or anything else, I think it would save them a lot of labour and anxiety. There are a good many farmers about here sending their milk to Swansea now. That was begun about four or five years ago.

38,726. Have you followed at all the course of butter making in Denmark by reading about it?—Not much.

Mr. *Grove*—continued.

38,727. Do you know that in Denmark there are a thousand butter factories?—No, I did not know it.

38,728. And there are not perhaps 20 I suppose in this country. There are 1,000 there, and only 2,000,000 of people. It just shows what different lines they go upon. Do you think that butter might be sent some distance away with advantage, in hundredweights, I mean made up in pound packets, but sent away a hundredweight at a time?—No doubt of it.

38,729. In Pembrokeshire we found a farmer who was doing very well by sending his butter to Bristol. I daresay you know that under the railway rates you can send 1 cwt. of butter at a cheaper rate in proportion than you can any smaller quantity. This farmer, therefore, makes up about 110 lbs., so that the package should just come under the hundredweight, and that enables him to come under the lowest rate, and he finds it pay remarkably well. Again, one of our Commissioners sends butter through the post, and another of them, who lives 150 or 200 miles from him, has his butter every week through the post, and it pays them both, because the one gets a very fair price, and the other gets it fairly cheap. It is sent through the parcels post at the present time. Do you not think something more in that direction might be done?—I believe so. I send the milk to Swansea and the Mumbles, and any milk that may be left is made into butter, and sent with eggs, and so on, to the Mumbles.

38,730. I suppose that is a pretty fair market; as a rule a lot of people go there?—Yes, I have a customer there who takes everything.

38,731. Do these boys that you speak of get any training in farming?—Yes, they get training at the school. They know how to do a lot of things. They can milk and do some little of the ordinary farm work.

38,732. Because in our county of Monmouthshire we have the same thing, and there we turn out boys who do very well, as a rule, and a very small number of them go astray. Have you had many cases where the boys have lapsed?—Yes, many. They get discontented, and go back to London. I had a case myself last year; a boy was discontented, and grumbled every day. I asked him what was the matter with him, "Oh, we did not pay him enough wages." I asked him, "Do I not give you as much as you want?" "No." "Are you tired of it?" "Yes." "Would you like to leave?" "Yes." "I will pay you." He went straight to London, and he wrote to me after six months, begging me to take him back or find a place for him. I agreed to take him back if he would behave himself. He came back and did just the same thing again this year, and I had to pack him off again.

Mr. *Richard Jones.*

38,733. Do you confirm the statement made by a previous witness, that the farmers have to pay 3*s.* 6*d.* a day to their labourers?—He was from a different district to me; he was near the tin works. I have no doubt it has been paid there. They are rather high here about Llandilo. *See* 38,334.

38,734. What do you pay for labourers in the district?—It is indoor servants I keep. £31 is the highest wages I have paid.

38,735. You paid that this year?—No, not this year. £24 I pay this year.

38,736. When was it?—Two years ago.

38,737. Then wages are lower?—No, they are not lower now; it is two years ago, 1891 and 1892.

Chairman.

38,738. I have one question handed in by Mr. H. L. Stephen: "How far off are these two "farms that are let annually situated? Do "they not consist of accommodation land. How "near Llandilo Station are they?"—One is about a mile, and the other about a mile and a half, or about a mile both may be; they are let annually by auction in fields as accommodation land.

The witness withdrew.

Mr. Evan Evans called and examined through an Interpreter.

Chairman.

38,739. Is this your evidence as it has been verified by Professor Rhŷs, and is it correct?—Yes.

38,740. What is your address?—Gwernoglebach, Llanfihangel Rhosycorn, near Nantgaredig.

The following statement of the witness was then read:—

"I wish to inform you that the farmers and workmen of Llanfihangel Rhosycorn, in the county of Carmarthen, have nominated me as their representative to appear before you this day to give evidence on the following subjects:—*Firstly.* That the farmers must have security of tenure before it is possible for farming to be a success. *Secondly.* To have fair rent, *i.e.*, having a farm at what it is worth, and not at an exorbitant price as at present, and that the landlord will have no right to increase the rent in consequence of improvements made by the tenant. *Thirdly.* Having a Land Court to fix fair rent when the landlord and tenant do not agree, and if leaving the farm to receive compensation for improvements made by him. *Fourthly.* To improve the the law as regards labourers' cottages, because most of them have been left to fall into ruins, and it is impossible to get labourers to work on the farms. I have a list of those that have fallen during the last 40 years. I may

Chairman—continued.

add that the farm I occupy, Gwernoglebach, is a farm of 8 acres in extent, and is owned by Mr. John Jones, Cross Lane, Pencader."

Mr. *Grove.*

38,741. Were you asked at a public meeting of the farmers to represent them?—Yes.

38,742. How many farmers were present at that meeting?—From 15 to 20.

38,743. And they were all in favour of a Land Court, were they?—Yes.

38,744. Have you a list of some cottages to put in?—Yes (*the witness handed in list of cottages, for which see Appendix*).

38,745. These cottages have fallen into disuse. They are now unoccupied are they?—Not all of those which appear in the list as a total, but 53. There are four columns.

38,746. How many are unoccupied. Are any unoccupied at the present time?—No, all these 53 houses have fallen into ruins. No one occupies them.

38,747. Do you remember the time when a good many of them were occupied?—Yes, I do. I have been in most of them.

38,748. Then who were they occupied by. What did the men work at?—They were farm labourers.

38,749. Does not the land want as much labour on it now as it did then?—Yes, but the farmers fail to get labourers there to work it.

38,750. Is it because the depression in agriculture prevents them paying for labour?—That and the fact that no labourers are to be had, They are well known in the district.

Mr. *Griffiths.*

38,751. What was the reason given by these farmers that they wanted security of tenure; had they any reason, had they suffered?—Because the rents of the farms as a rule were raised after they had improved them.

Mr. *Griffiths*—continued.

38,752. Do you consider that there are some farms now let at an exorbitant rent, more than they really can pay for them?—Generally they are not able to pay for them.

38,753. Then I suppose they cannot get any reduction from the agent or landlord?—No.

38,754. Is that the reason why they wish to appeal to another court?—Yes; and they feel that the laws, as they are at present, are more favourable to the landlords than they are to the tenants.

38,755. Are the labourers' cottages in a very bad state in your opinion?—Yes, most of them.

38,756. Are there a sufficient number?—No.

38,757. Do any of these labourers keep a cow?—Yes, some keep one, some keep two, and one or two may keep three.

38,758. Do those that keep cows live better than the rest?—Yes; it is a great advantage, and having been brought up in the country they have a fancy that it is a good thing to keep cattle.

38,759. Is there not an advantage to the labourers to be considered?—Yes, it is a great advantage for the parents, in rearing children, to keep a cow or two; but the rents are far too high.

38,760. You consider then that the rents of these cottages are much higher than the general farm rents?—Yes, they are rented with the farms, and the farmer again sub-rents the cottages.

38,761. Do not the children of these labourers grow up to be more useful servants for agricultural purposes?—Oh, yes, because they are accustomed to it.

38,762. Do you think it would be a matter of general advantage that all labourers should have a cow?—Yes, that is the general feeling in the neighbourhood, that they would like that every labourer should have a place to keep a cow, provided the rent was no too high.

The witness withdrew.

Adjourned to Llandovery.

FORTY-EIGHTH DAY.

The Town Hall, Llandovery, Carmarthenshire, Wednesday, 18th April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord Kenyon.
Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. David Brynmor Jones, Q.C., M.P.
Professor Rhŷs, M.A., LL.D.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederic Seebohm, LL.D., F.S.A.
Mr. Cecil E. Owen, Assistant Secretary.

Mr. Gwilym Evans called and examined.

Chairman.

38,763. You live at Pencastell, Llanelly, and are chairman of the Carmarthenshire County Council?—I am.

38,764. Will you kindly give the Commissioners your evidence?—I am the son of a tenant farmer, and have an intimate knowledge of farm life in this county. I am induced to give evidence in consequence of the hesitancy of the farmers to give evidence before this Commission, especially as there are many men within my own personal knowledge who have serious grievances, but are absolutely afraid to give evidence themselves, and who have definitely refused me permission to place their grievances before the Commission, or even to refer to their names, although I have tried to convince them that there is no real foundation for this fear; and, in one case, I have been refused when the landlord himself had issued notices to his tenants inviting them to give evidence before the Commission. I respectfully ask the Commission permission to lay before them letters which I have received, and which will convince them of the extraordinary relationship between tenants and their landlords. I have letters here, and perhaps you will allow me to put in one letter. I do not propose to put it in as evidence further than for the purpose of satisfying the Commission that this fear does exist to a very extraordinary extent. I have the original letter here—in fact I have more than one—but I have not the permission of the writer to use his name. (*Handing letters.*) I fully believe, and readily and gladly admit, that a large number of landlords are less feared and more respected now than they have been in the past, and that it will be difficult for the Commission to suggest in their report many reforms which would benefit the tenant under a good landlord, excepting, and this is important, *that they should get as a right* what they now obtain as a *favour*. I believe that the fact that the farmers have had to go cap in hand to their landlords and their agents, and in many instances sub-agents, for any little improvements, repairs, or small concessions, has had much to do with the cringing, *salaaming* spirit of the small tenant farmer. I have frequently noticed the contrast between the general bearing of the artisan and the tenant farmer, and consider the former much more self-reliant, especially in public matters. I do not know whether you wish me to give any instances or anything of that sort, but it is perfectly easy for me to do so.

Chairman—continued.

38,765. We will take that from you generally?—I have no hesitation in saying that the small farmers live a harder life than any other class (except the very poor) in the country. They work diligently; their hours are very long in all seasons, and they have to stand all kinds of weather, and live on plainer food. The women have a particularly hard lot, their duties being never ending, and even the children have to start working at a very early age, earlier even than the children of farm labourers. Of that again I can give plenty of instances. The absence of combination among tenant farmers, and their distrust of one another, are features of farm life which have operated to retard the development of better conditions of land tenure in this county. In the past, more so than at present, there was a great demand for land. This demand was occasioned, in my opinion, by one or more of the following causes:—The majority of farmers were, and are imperfectly educated, their knowledge of English being similarily imperfect; and knowing this, they feel that if they lose their little farm there is no prospect before them, excepting that of a day labourer, or by keeping a horse and cart, or becoming tenant of a country public house. During late years some of the best and more independent farmers have thrown up their holdings in the county and migrated to English counties, where, through their thrifty and industrious habits, they are able to make a comfortable living on farms given up by their predecessors, accustomed to a more refined and expensive standard of living. I should like to add to that, that the rents of these farms in England have been considerably reduced in consequence of the previous tenants leaving.

Chairman—continued.

Indeed, notwithstanding their love of home, I have met many Welsh farmers abroad who are now prosperous, but had been unsuccessful while in this country; and I met one in the State of Kansas, from this very district, who assured me that he would have been still farming in the county of Carmarthen had it not been for the game laws; and although he had been in the States for nearly 20 years, he still retained the most bitter feelings of resentment against these laws.

There is a marked change in respect of the men engaged by farmers for carrying out farm work. Twenty-five years ago farmers engaged servants specially adapted for the work, men trained up from boyhood. Now I find that their places have been taken by boys brought down from the reformatories, and who, in the great majority of cases, possess no knowledge whatever of farming when they arrive. I submit that their introduction into the county is a doubtful gain to the agricultural community, particularly as I am informed that a considerable proportion return to their early habits.

Land has been purchased in this district at extraordinary prices, and I submit a list of farms sold, together with the prices, which are, so far as I have been able to ascertain, correct. The only authority I have for this list is a copy of the conditions of sale, supplied by one of the public who attended and took down the prices at the time. I cannot verify them beyond that, but I have every reason to believe that they are correct.

The witness handed in the following list:—

SALE OF LAND AT LLANDOVERY, May, 1884.

Lot.	——	Rent.	Timber.	Sale Price.	Number of Years' Purchase.
		£ s	£	£	
1	Farm -	105 0	400	5,360	Over 54½
2	Tenement -	15 0	—	1,350	90
3	„ -	20 0	—	1,090	54½
4	Holding -	21 0	—	1,120	53⅓
5	Farm -	100 0	—	4,820	Over 48
5a	Tenement -	10 0	—	420	42
6	„ -	6 0	—	355	Over 59
7	„ -	9 0	—	400	„ 44
8	Field -	4 0	—	200	50
9	Farm -	36 5	15	3,420	Over 94⅓
10	Plot -	0 10	—	40	80
11	Two Fields	3 5	—	320	Over 98
12	Holding -	7 10	—	320	42⅔
13	Farm -	100 0	—	4,300	43
14	Tenement -	13 0	—	1,250	Over 96
15	Farm -	18 0	—	1,400	„ 77¾
21	Two Farms	120 0	—	4,500	37½
22	Farm -	68 10	—	2,510	Over 36⅔
23	Field -	8 0	—	360	45
24	„ -	7 12	—	280	Over 36¾
25	„ -	5 13	—	255	„ 45
26	„ -	5 15	—	240	„ 41½
28	„ -	2 10	—	145	58
31	Garden -	1 10	—	142	95⅓
33	Field -	8 0	—	320	40
40	Farm -	100 0	280	6,400	Over 66¾
41	„ -	40 0	83	3,950	„ 100¾
42	„ -	50 0	—	2,400	48
65	Two Fields	26 5	—	1,500	Over 57
66	Four „	24 15	—	1,500	„ 60⅓
70	„ „	68 0	—	3,100	„ 45½
96	Farm „ -	45 0	—	1,920	42⅔

Chairman—continued.

These farms and fields were sold in 1884, and there is no suggestion that they were under-rented. I may say there is a suggestion that some of the rents were increased after this sale.

Mr. *Griffiths.*

38,766. Can you give us the acreage of the farms with the table?—Yes; you can see them from the conditions of sale. (*The witness handed in the Conditions of Sale.*) There are many causes for the abnormal prices which are paid for land:—

1. The prestige of being a landlord.

2. The purchase of farms by landlords for completing their ring-fence, for the purpose of preserving game, and in some instances through the jealousies of neighbouring landlords; the list already submitted being a striking example of the latter.

Farmers are frequently anxious to buy their own land, but in the face of the conditions I have named, it is beyond their reach. One of the complaints frequently heard is, that farms are being sold by one landlord to his neighbouring landlord by private contract, without the tenant having the offer of the farm, indeed, without his having the slightest suspicion of any exchange being contemplated. I can give several instances of this being done in this neighbourhood, the first intimation the tenants had was an agreement from the new landlord to sign. In one instance particularly, I know that the tenant, having inherited money, could have paid for the farm.

This again tends greatly to the tenants' timidity and fear of change. They never know who their landlord is from year to year.

Contracting out of the Agricultural Holdings Act is not only a general thing, but compulsorily imposed, that is to say, I know of tenants who, refusing to sign the agreement, had notice to quit, and when they did sign, the notices were withdrawn.

The Ground Game Act is not acted upon, and hares and rabbits are not only preserved on many estates, but one landlord, to my knowledge, has it printed in all his agreements, that hares and rabbits are included with other game. I can produce a copy, and there are scores of similar agreements now in existence.

Sir *John Llewelyn.*

38,767. Do you produce that copy?—Yes. (*Handing.*) The clause is numbered 3, and it reads as follows:—"The landlord reserves . . . . "also all game, wildfowl, and fish (inclusive of "hares and rabbits), and nest and eggs of game, "with the right for himself, his friends and "servants at all times, to enter the farm for the "purpose of sporting and preserving the same, "except that the tenants shall have such right "concurrently with the landlord to kill and "take hares and rabbits as is given to the "tenant by the Ground Game Act, 1880."

Mr. *Richard Jones.*

38,768. Can you also produce an agreement where contracting out of the Agricultural Holdings Act took place?—If you look at the three agreements which are printed you will see the Act is contracted out of, except when it suits the landlord not to do so.

Sir *John Llewelyn.*

38,769. This one handed up is dated 1891?—Yes.

Tenant farmers who have the highest regard for their landlord and agent, very often, indeed generally, view with unfailing distrust the gamekeeper. This man causes more mischief between landlord and tenant than all the other causes combined. This is a recognised and acknowledged fact, and I affirm in the presence of farmers in this room, without fear of contradiction, that it is necessary—at all events, expedient—to be continuously currying favour with the gamekeeper by standing him drinks, or making him other gifts of a more tangible nature. The best tenants will not lend themselves to this practice, and consequently run greater risk of being misrepresented to the landlord. I will give the Commission one instance of the mischief caused by gamekeepers. I will give this instance in the presence of the landlord and the tenant who are here to-day.

e 39,118, ,207. My brother James is a tenant farmer, living at Dolauhirion. This farm has been in the occupation of my father and of my brother for nearly 70 years, and under four or five different landlords. He is acknowledged to be a good farmer, and a most desirable tenant in every possible way. On the 29th September, 1892, he was handed by a solicitor's clerk a notice to quit. Until that moment he believed that he was one of the last men in the county who would be served with such a notice. He had always been well treated by both landlord and agent; in fact, he considered himself, rightly or wrongly, one of the first favourites on the estate, and he had never received any intimation or suggestion that he had in any way incurred his landlord's displeasure. On the following day he sought an interview with his landlord, and the reason given for the notice was, that he was too fond of killing rabbits; even this my brother was in a position to deny, although he well knew his right to the same; and after explanations had been made the notice was withdrawn, and good feeling now prevails, not, however, I fear, without having given not only my brother, but every other farmer on the estate and the surrounding district, a rude awakening as to the uncertainty of their tenure. I may say this is not the only instance of a similar character which has taken place in this neighbourhood.

38,770. Who is the landlord?—Mr. Carbery Vaughan Pryse-Rice.

Since this occurrence, it has come to my knowledge that the gamekeeper attached to the estate, at a public auction stated that this farm had been long enough in the same family, and

Sir *John Llewelyn*—continued.

boasted that he would soon see a change. Nobody at that time attached any weight to his remarks, but in the light of subsequent events, and the fact of his still being in the same employ, he certainly appears to have the ear of his employer. I have many other things I could say of this man. I repeat again that men of this class are the greatest enemies of both landlord and tenant. I have known of instances where tenants could neither keep ferrets nor guns, and it is only fair to say that this was on one estate only; but it was a very large estate.

I mean to say I can only prove it on one very large estate; on other estates I am not able to prove it.

I hold that it should be impossible to make it criminal for a farmer, or his sons, or his men, to kill game on land for which he pays rent. Farmers have few forms of amusements to relieve their laborious and monotonous lives, and I think it is a great mistake to deprive the young people in agricultural districts of the only recreation which Providence and their calling have provided for them—shooting and fishing; and I submit, without any want of respect to the landed gentry, that it is of much greater importance to offer inducements to young agriculturalists to remain on the land than to preserve shooting for a comparatively few sportsmen. As the law stands at present, it has and will drive spirited young men away from their homes to the towns, where they enjoy greater liberty. Besides, once let a tenant feel that he has co-equal rights with the landlord in the game, he will take as much care of the game as the landlord himself, and he will take pride in providing sport for his landlord and friends. I know of numerous instances where tenants, who are unchecked by game laws, do this. There is another thing, it has a very great influence on the young people on the farm. I believe where there are no game laws or strict game preserving, the boys are brought up with the true instincts of sportsmen; whereas if the game laws are too severe, they are poachers before they know where they are.

A return of the convictions under the game laws in this county for the last 25 years would satisfy the Commission, I believe, that the preservation of game is an incentive to crime.

Mr. *Griffiths.*

38,771. Can you produce that return?—No, I cannot; but I was thinking that any order from this Commission or recommendation to the Standing Joint Committee would obtain the returns.

Mr. *Brynmor Jones.*

38,772. I do not think we have had complete returns in any county?—It would be impossible for any individual to get the return. If there is a wish expressed by this Commission I am quite willing to bring it before the Standing Joint Committee so as to get it from the clerks of the petty sessional divisions.

Chairman.

38,773. Will you kindly do that?—I will. The most objectionable form to tenant farmers is the underletting of game, which is not an uncommon practice by small landowners, and I have very striking instances where tenants have suffered in consequence. As an instance of the effect of game preservation, and other unfair conditions in an agreement, I respectfully submit a copy of my brother Evan's proposed evidence. At the same time I put in a copy of his agreement.

COPY of AGREEMENT between W. D. H. CAMPBELL DAVYS and EVAN EVANS and DAVID EVANS.

This indenture made the twenty-fourth day of September, one thousand eight hundred and seventy-three —Between William Davys Harries Campbell Davys of Neuaddfawr, in the county of Carmarthen, Esquire, of the first part, Evan Evans, of Cwmfranfawr, in the parish of Cilycwm, in the same county, farmer, of the second part, and David Evans, of Llanelly, in the county of Carmarthen, aforesaid, merchant, of the third part:

Whereas the said William Davys Harries Campbell Davys, herein-after called the lessor, has agreed to let and demise, and the said Evan Evans, herein-after called the lessee, has agreed to rent and take the farm, lands, dwelling-house and buildings herein-after described, and whereas upon the treaty for the said demise and as an inducement thereto, upon the part of the lessor the said David Evans agreed to execute these presents for the purpose herein-after appearing:—

Now this indenture witnesseth that the lessor demises unto the lessee all the farm lands, dwelling-house and buildings containing Two hundred and eighty-three acres, situate in the said parish of Cilycwm, and commonly called and known by the name of Cwmfranfawr and Crippaucochon excepting and reserving unto the lessor, his heirs and assigns, firstly, all timber, timber-like trees, saplings, wood, and woodlands and plantations, minerals, and game, and all woodcocks, snipes, quails, landrails, wild fowl, rabbits, and fish, and the sole and exclusive right of sporting over the said lands by himself or his grantees, with or without any friends and followers. Secondly, power at all times in person or by agent to enter on any part of the messuage, buildings, lands, and premises, for the purpose of inspecting the repairs, condition, and cultivation thereof, or planting trees, or making any other improvement thereon. Thirdly, power in person or by agent to cut down timber and underwood and enter the said lands with teams and workmen for the purpose of loading and carrying away the same. And fourthly, power by agent or grantee to raise and get minerals, marl, sandstone, and gravel, making fair compensation to the lessee, his executors, administrators, and assigns for all actual damage done thereby to growing crops. To hold the premises subject to the exceptions and reservations aforesaid unto the lessee, his executors, administrators, and assigns, for the term of twenty-one years from the twenty-ninth day of September, one thousand eight hundred and seventy-three.

Yielding and paying therefor, during the said term unto the lessor his heirs and assigns the clear yearly rent of one hundred and twenty pounds, payable in two equal portions on the twenty-fifth day of March, and twenty-ninth day of September in each year, the said yearly rent of one hundred and twenty pounds to be paid without any deduction in respect of any public or local tax, rate, imposition, or duty, now or at any time hereafter to be imposed, charged, rated, or assessed on the said demised premises, or any part thereof, or on the lessor or lessee, their heirs, executors, administrators, or assigns respectively in respect thereof, or on the said rent hereby reserved (except the landlord's property tax) the first payment in respect of the said rent to be made on the twenty-fifth day of March next, and the last payment on the twentieth day of August

Chairman—continued.

preceding the termination of this demise. And yielding and delivering in the month of December in every year during the said term at Neuaddfawr aforesaid two tons of best bituminous coal, and will at the same time deliver to the said lessor, his heirs or assigns, or his or their steward, the merchant's certificate of the quality thereof. And each of them the said Evan Evans and David Evans doth hereby for himself, his heirs, executors, administrators, and assigns, jointly and severally covenant with the lessor, his heirs and assigns, in manner following:—To pay the said yearly rent of one hundred and twenty pounds at the times, and in manner aforesaid, to pay all the rent-charge in lieu of tithes, including the rent-charge which shall become due on the first day of October succeeding the expiration of the term hereby granted. To pay, perform, and execute all rates, taxes, assessments, duties, impositions, and works which now are or any time hereafter shall be, by any public or local authority imposed on or in respect of the said lands, woodlands, and premises, or any part thereof; and if in case at any time or times hereafter during the continuance of the said term hereby granted any rate or tax, or other imposition shall be charged, imposed, or assessed, by authority of Parliament or otherwise, on the said woodlands, or woods on the said demised premises, or on any of the matters, things, rights or privileges, hereby received to the lessor, his heirs and assigns, or any or either of them, then that they, the said lessee and David Evans, their, or his heirs or assigns, or some or one of them, shall and will henceforth during the residue of the said term pay to the lessor, his heir and assigns, such further sum by way of rent as the said rates, taxes, or impositions shall amount to. And shall and will, whenever the lessor, his heirs and assigns shall provide, paint for the same during the said term, pay his or their workmen their charges for painting the outside wood and iron-work of the dwelling-house at all times during the said term, to repair, uphold, and sustain, with good, proper, and well-seasoned materials, the said dwelling-house, farm buildings, barns, gates, stiles, watercourses, and every part of the said demised premises; and at the expiration or other sooner determination of the said term shall and will leave, surrender, and yield up the same and every one of them, in good and substantial repair; and if, at any time, during the said term the lessor, his heir or assigns, or his or their agents shall observe any defects, or want of reparation of the said premises, or any default or mis-management in the cultivation of the said lands shall and will, within three calendar months after notice in writing shall be given them or him, or any of them, cause such defects and mis-management to be amended and remedied; to fence and enclose the whole of the hill boundaries, wherever at present unfenced, as well as those abutting upon the "Leave" Hill, with a fence to be composed and made of six No. 5 best annealed drawn fencing wire, and will at all times during the said term, maintain and keep the same in good repair and condition, and will at the expiration or other determination of the said term leave the wire fence on the said premises for the benefit of the lessor, his heirs and assigns. Not to cut, lop, or top any trees whatever, not to assign or underlet the said lands and premises or any part thereof, or set over or part with this present indenture to any person or persons whomsoever, without the consent in writing of the lessor, his heirs or assigns. To pay 10*l.* an acre for every acre of meadow land mown twice in any one year, and so in proportion for any greater or less quantity than an acre, which said additional rents shall be paid on the next half-yearly day after the same shall have been incurred, except in the last half of the said term, when the same shall be paid on the said twentieth day of August. To insure and at all times during the said term to keep insured the said dwelling-house and farm buildings in the lessor's name in the Guardian Fire Insurance Office to the amount of four hundred pounds, and will in every year, at the time of paying the half-yearly rent due on the twenty-ninth day of September, produce to the lessor, his heir or assigns, the receipt of the said office for the annual premium payable on such insurance. To grind the whole of the grain and corn produced on

Chairman—continued.

the said demised lands during the continuance of the said term at Abergwenlas Mill, in the parish of Cilycwm aforesaid. To preserve all game, woodcocks, snipe, quails, landrails, wild fowl, and conies on the said lands, to warn off all poachers, to allow the name or names of him, the said lessee, his executors, administrators, and assigns to be used in prosecuting trespassers, the lessor, his heir, or assigns, paying and discharging all expenses incident to the prosecution thereof. To manage the said farm and lands according to the best and most improved method and system of husbandry, and particularly to keep the land well cleansed from thistles and all noxious weeds. Never to pare and burn any part of the said land without the permission of the lessor, his heirs, or assigns. Not to cut up any lay or pasture land during the last five years of the said term without liming the said land at the rate of four tons per acre, with good well-burnt lime, or manuring it with half a ton of Vivian's superphosphate of lime. Not to take more than two successive crops of white straw grain without giving the lands a good summer fallow, or sowing the same with turnips. Not to mow clover more than once in any one year without well and sufficiently manuring, or liming the same. Not to sell any hay, straw, turnips, or fodder, without the consent of the lessor, his heirs, or assigns. To keep all the hedges neat and clean, and to preserve all quick wood. To permit the lessor, his heirs, or assigns, or any person or persons authorised by him or them in the last year of the said term to enter on the said lands to sow clover or other grass seeds with the spring crop of corn, and harrow and roll the same, and will not graze or feed off, or permit his or their cattle or sheep to go thereon under a penalty of one pound per head, and will permit the lessor, his heirs, and assigns, or any person or persons authorised by him or them, to place upon the lands lime and other manure in the said last year, without any compensation whatever. To leave without compensation all dung and compost which shall be produced in the last year of the said term for the benefit of the lessor, his heirs, or assigns, or his or their incoming tenant.

Provided that if the lessee or the said David Evans, their, or some, or one of their heirs, executors, administrators, or assigns, do not duly pay the rent or rents hereby reserved on the appointed days, or fail to perform and keep all the covenants herein-before contained; or if the lessee, his executors, or administrators, neglect to reside in the dwelling-house attached to the farm, or become bankrupt, or make any arrangement with his creditors by liquidation, or give any bill of sale, whether absolute or by way of mortgage of his or their stock, crops, furniture, and effects, or any part or parts thereof respectively, then, and in either of the said cases, it shall and may be lawful for the lessor, his heirs, and assigns, to re-enter on the premises and determine this demise anything contained to the contrary notwithstanding; and the lessor, for himself, his heirs, executors, administrators, and assigns, covenant with the said lessee, his executors, administrators, and assigns, as follows:—

That he will put the whole of the buildings on the said demised premises in tenantable repair, that he will provide and supply the larger drawing posts for the wire fence herein-before mentioned. That he will, upon the satisfactory completion by the lessee of a substantial wire fence, as aforesaid, erect and build a pigsty and carthouse on the said premises, and as soon as the lessee, his executors, or administrators, shall have brought and hauled without charge to the said premises all materials necessary for building and erecting the same. That the lessee, paying the rents hereby reserved, and performing and observing the covenants on his part herein-before contained, shall, and may peaceably and quietly occupy and enjoy the said demised premises for all the term hereby granted, without any let, suit, disturbance, or interruption from or by the lessor, his heirs, or assigns, or any person or persons rightfully claiming, or to claim, by, from, through, under, or in trust for him, them, or any of them.

In witness whereof, &c.

Chairman—continued.

38,774. Is your brother in the room?—Yes. He lives in Monmouthshire, but he has come down specially to give evidence to-day. I will leave my brother's evidence for him to speak to. The other agreement I wish to put in is that of David Evans.

Copy of Agreement between R. Campbell Davys and David Evans, of Penlan.

An agreement made and entered into the twenty-sixth day of April, 1887, between R. Campbell Davys, of Neuaddfawr, Esquire, who, and whose heirs, and assigns are hereinafter called the lessor of the one part, and David Evans, of Penlan, in the parish of Cilycwm, in the county of Carmarthen, farmer, who, and whose executors, administrators, and assigns are hereinafter called the lessee of the other part. The lessor agrees to let, and the lessee to take the premises described in the schedule hereto, hereinafter called the farm with the appurtenances with a right of Common and Mallean Common from the 29th day of September, 1886, from year to year, and so on, determinable by six months' notice to quit, and section 33 of The Agricultural Holdings (England) Act, 1883 (hereinafter called the said Act) shall not apply. The tenancy shall also determine at the option of the lessor at any time when any rent or payments reserved are in arrear for 21 days, whether legally demanded or not, and there is no sufficient distress upon the farm, or upon breach by the lessee of any of the covenants and conditions of this agreement, or upon the lessee committing an act of bankruptcy or executing a bill of sale of his effects upon the farm, or being convicted of any offence against the Game Laws, and on any of such events happening the lessor may re-enter on the farm. Excepting all wood and woodlands, trees, tellars, pollards, and saplings, all royalties, mines, minerals, and quarries of stone, sand, or gravel. The lessor reserves the right to enter at any time to view the farm, or for building, planting, draining, improving, diverting, and altering watercourses, or for repairs, or to take any part not exceeding 10 acres for any of the purposes mentioned in section 41 of the said Act, or the first part of the first schedule thereto. The rent shall be thirty-seven pounds per annum, payable quarterly on the 21st day of December, the 25th day of March, the 24th day of June, and the 29th day of September in each year, and the lessee shall also pay all existing and future rates, taxes, and out-goings, payable either by lessor or lessee in respect of the farm, and all valuations including a proportion of all rents and outgoings up to the end of the tenancy, in case the tenancy determines between two quarter days. If at any time the lessee shall receive notice requiring payments in advance of rent due on any quarter day subsequent to such notice, all such rent shall at once be considered due, and payable in advance, and may then be recovered as rent in arrear. In consideration of the lessee undertaking to keep the land in good heart and condition, and undertaking to execute the improvements mentioned in the first schedule of the said Act, the rent shall be thirty-seven pounds per annum instead of forty pounds, which should be, and has hitherto been, the rental of the farm, inasmuch as the lessor has spent large sums in building without charging any interest thereon. The lessee to pay all rates, land tax, chief rent, taxes, tithes, assessments, and outgoings of every description, except the landlord's property tax becoming due at any time during this tenancy, including a proportion of all such payments up to the end of the tenancy; in default the lessor may recover the same, or any of them, by distress, or otherwise as rent in arrear any of such payments, if the lessor require, be paid to him. Any such payments remaining unpaid at the end of the tenancy may be deducted from any valuations owing to the lessee. The lessee to pay all the rent-charge in lieu of tithes, including the rent-charge which shall become due on the 1st day of October succeeding the expiration of the tenancy, and that to be

Chairman—continued.

due and payable to the lessor, along with the last quarter's rent, on the 24th day of June preceding the termination of this tenancy. The lessee to pay further yearly rent by quarterly payments, recoverable by distress, at the rates following, namely:—At the rate of 50*l.* for every acre of meadow, pasture, or woodlands, which shall be pared or broken up; 10*l.* for every acre of arable land not cultivated in manner herein-after mentioned; 5*l.* for every ton of hay, and 3*l.* for every ton of straw, green crop, or fodder sold, or carried off the farm, without the consent of the lessor, unless an equal amount of good manure shall have been brought on, and vouchers and samples for the same have been produced to the satisfaction of the lessor; double the rent made payable for the farm by this agreement for holding over after the determination of the tenancy, where such acts are done without the consent of the lessor. Any such rents to commence from the quarter day preceding the act or omission on which they become payable, and to be recoverable and subject to the same conditions as the other rents of the farm. The lessee to keep and leave all parts of the premises, and all wire and other fences, walls, gates, arches, windows, bridges, and stiles, including lessor's fixtures, in good condition and repair. The lessee to maintain and keep, at his own expense, in good and sufficient repair all the thatched roofs of buildings and cottages upon the farm, and to renew the same with good wheat straw as often as need shall be. The lessee to haul gratis all materials for repairs of the farm buildings, and to keep and leave all parts of the farm, including all fixtures, wire and other fences, drains, ditches, cesspools, watercourses, and outfalls, in good condition and repair. If the lessee neglect to repair after twelve days' notice in writing to do so, the lessor may repair and may deduct the lessee's share of the cost from any valuation owing to the lessee, or may recover it as rent in arrear. All fixtures belong to the lessor. The lessee shall not remove any lessee's fixtures put up by him without giving option of purchase to the lessor. The lessee to allow use of his name in actions or prosecutions for trespass. In the event of any claim of the lessee under the said Act, interest from the date of outlay at the rate of 5*l.* per cent. per annum on all moneys expended by the lessor on any improvements shall be deducted from such claim. The lessor may set off against any claims for compensation by the lessee under the terms of this agreement the cost, or estimated cost, of any repairs necessary at the end of the tenancy and moneys or payments due or accruing to him under the terms of this agreement, and any estimated damage resulting from breach of any provision of the agreement by the lessee, also the reduction of 3*l.* per annum now given in full compensation for any improvements executed or to be made by him on the premises, and doth hereby agree that such annual reduction of 3*l.* per annum shall be considered as a benefit within the meaning of section 6 of the said Act. No allowance shall be made for any improvements which may be made or brought on the lands after notice to quit has been given, unless with or at the written consent or request of the lessor. No allowance shall be made for manure applied where two white straw crops have been taken consecutively or in one course of rotation, for or manure, or cake used or consumed in lieu of fodder, straw, or manure sold or carried off the farm, and inasmuch as the farm-yard manure was received by the lessee gratis of the outgoing tenant, in accordance with the estate rule, so therefore the same shall be left without compensation at removal, and after notice to quit none shall be drawn off under an additional rent of 20*s.* for every cartload so drawn off or sold at any time. To manage, manure, and cultivate the said farm properly, according to an approved course of good husbandry, and particularly not to break up into tillage any ground without first spreading thereon in a husbandlike manner fifteen teals or seventy-five of imperial bushels of well-burnt lime, or half a ton per acre of superphosphate of lime, guaranteed to contain 25 per cent. of soluble phosphates, and it is agreed that such manure as aforesaid shall be held due to the land in return for such reducing into tillage. Not to take more than two successive crops of grain or corn out of the said

Chairman—continued.

lands, nor suffer the same, if in tillage, to become lay without sowing therein, in a proper manner, twenty pounds of good clover or an equivalent quantity of other grass seeds per acre, and to produce proof of having applied and bestowed such manure, and of having sown such seeds as aforesaid, and when such land shall have been laid down with clover or grass seeds, not to break up or plough the same for the period of three years from the time it was so laid down. Not to break up into tillage any meadow, old pasture, or hay ground. It is agreed that the matters specified in this agreement as the subject of allowance or set-off are the only questions relating to compensation which a valuer or umpire shall, without the consent of the parties, have power to entertain. Not to depasture any agistment stock of any kind upon the said farm in the last year of this tenancy, under a penalty of 4*l.* for every head of live stock that shall be so depastured thereon. And it is further agreed that no customs of the country shall have any operation upon the contract of tenancy, but the rights of the parties shall depend only on the terms of this agreement. All matters in dispute under this agreement and claims for compensation shall be settled by reference in manner provided by the said Act, but without any appeal to the county court. All questions relating to distress shall be determined by a court of summary jurisdiction as provided by section 46 of the said Act.

As witness our hands the day and year aforesaid,

DAVID EVANS.

Witness, LEWIS RODERICK.

In addition I will give evidence of the information I have received in connexion with it.

38,775. Where does David Evans live?—At Penlan in the parish of Cilycwm.

38,776. Is David Evans any relation of yours?—No, unless he is a Welsh cousin.

38,777. Who is the landlord?—Campbell Davys, Esq. I have looked in vain for a single clause in the agreement which protects the tenant. I am informed that in some instances these agreements were put before the tenants, and they were expected to sign them at once, and were invariably told it was only a matter of form. In this agreement of David Evans's, the Agricultural Holdings Act is set aside, except where it favours the landlord; the rent is to be paid quarterly; the large sums spent in building referred to in the agreement were:—

(1.) Small sloping shed for calves against the barn.

(2.) A small pigsty.

The reduction of 3*l.* per annum is carefully noted, and is given in full compensation for any improvements executed or to be made by him on the premises, notwithstanding the fact that when this agreement was signed two acres of land were taken away, and that the tenant had already lived on the farm 28 years.

Repairs.—Some idea of the cost of keeping in repair may be gained from the fact that the dwelling-house, cart-house, cow-house, and the cottages were thatched, only the barn and pigsty having slates on. The tenant declares that he paid 20*l.* for the farm yard manure, seeds, &c. to the outgoing tenant, and I can prove beyond the shadow of a doubt that it is not in accordance with the

Chairman—continued

estate rule that the farm-yard manure should be handed over gratis to the incoming tenant. The reference to the County Court, I am unable to understand. I have other agreements by me, dated as late as 1889, and as one of these agreements applies to the farms adjoining that which my brother vacated in 1880, I will put it in. It may be of interest to the Commission to compare the two agreements, particularly as to the sheep.

COPY of AGREEMENT between R. CAMPBELL DAVYS and THOMAS JONES of Cwmfranganol.

An Agreement made this day of November 1889, between R. Campbell Davys, of Neuadd-fawr, Esquire, who and whose heirs and assigns are herein-after called lessor of the one part, and Thomas Jones, of Cwmfranganol, in the parish of Cilycwm, in the county of Carmarthen, farmer, who and whose executors, administrators, and assigns are herein-after called the lessee of the other part.

The lessor agrees to let, and the lessee to take the premises described in the schedule hereto, herein-after called the farm with the appurtenances from the 29th day of September, 1889, from year to year, and so on, determinable by six months' notice to quit, and Section 33 of the Agricultural Holdings (England) Act, 1883, herein-after called the said Act shall not apply. The tenancy shall also determine, at the option of the lessor, at any time when any rents or payments reserved are in arrears for 21 days, whether legally demanded or not, and there is no sufficient distress upon the farm, or upon breach by the lessee of any of the covenants and conditions of this agreement, or upon the lessee committing an act of bankruptcy, or executing a bill of sale of this effect upon the farm, or being convicted of any offence against the Game Laws, and on any of such events happening the lessor may re-enter on the farm. Excepting all game and eggs of game and rabbits, with the right to kill and take the same, in so far as the same may be excepted by law having reference to the Ground Game Act, 1880, also all wood, and woodlands, trees, tellars, pollards, and saplings, all royalties, mines, minerals and quarries of stone, sand, and gravel. The lessor reserves the right to enter at any time to view the farm, or to hunt, shoot, course, kill, and take the game and rabbits, or for building, planting, draining, improving, diverting, and altering water-courses, or for repairs, and to take any part not exceeding 10 acres for any of the purposes mentioned in Section 4th of the said Act or the first part of the first schedule thereto. The rent shall be ninety pounds per annum, payable quarterly on the 21st day of December, the 25th day of March, the 24th day of June, and the 29th day of September in each year, with compound interest at the rate of five pounds per centum per annum from the respective dates at which the rent is due and payable till paid; and the lessee shall also pay all existing and future rates, taxes, and outgoings payable either by lessor or lessee in respect of the farm, and all valuations, including a proportion of all rents and outgoings up to the end of the tenancy in case the tenancy determines between two quarter days. If at any time the lessee shall receive notice requiring payments of rent due on any quarter day subsequent to such notice, all such rent shall at once be considered due and payable in advance, and may be then recovered as rent in arrear. In consideration of the lessee undertaking to keep the land in good heart and condition, and undertaking to execute the improvements mentioned in the first schedule of this Act, the flock of sheep are handed over at the price as herein-after mentioned, which shall be considered as a benefit within the meaning of Section 6 of the said Act. The lessee to pay all rates, land tax, chief rent taxes, tithes, assessments, and outgoings of every description (except landlord's property tax)

Chairman—continued.

becoming due at any time during this tenancy, including a proportion of all such payments up to the end of the tenancy; in default the lessor may recover the same or any of them by distress or otherwise as rent in arrear. Any of such payments may, if the lessor require, be paid to him. Any such payments remaining unpaid at the end of the tenancy may be deducted from any valuations owing to the lessee. The lessee to pay all the rent-charge in lieu of tithes including the rent-charge which shall become due on the first of October, succeeding the expiration of this tenancy, and that to be due and payable to the lessor along with the last quarter's rent on the 24th day of June, preceding the determination of this tenancy. The lessee to pay further yearly rent by quarterly payments recoverable by distress at the rates following, viz., at the rate of 50*l.* per every acre of meadow pasture or woodlands, which shall be pared or broken up, 10*l.* for every acre of arable land not cultivated in manner herein-after mentioned; 5*l.* for every ton of hay and 3*l.* for every ton of straw, green crops or fodder sold or carried off the farm without the consent of the lessor, unless an equal amount of good manure shall have been brought on, and vouchers and samples for the same have been produced to the satisfaction of the lessor. Double the rent made payable for the person under this agreement for holding over after the determination of tenancy, where such acts are done without the consent in writing of the lessor. Any such rent to commence from the quarter day preceding the act or omission on which they become payable, and to be recoverable and subject to the same conditions as the other rents of the farm. The lessee to keep and leave all parts of the premises and all wire and other fence walls, gates, arches, windows, bridges and stiles, including lessor's fixtures, in good condition and repair; the lessee to maintain and keep at his own expense in good and sufficient repair all the thatched roofs of buildings and cottages upon the farm, and to renew the same with good wheat straw as often as need shall be. The lessee to haul gratis all materials for repairs of the farm buildings, and to keep and leave all parts of the farm, including all fixtures and other fences, drains, ditches, cesspools, water-courses, and outfalls in good condition and repair. If the lessee neglect to repair after twelve days' notice in writing to do so, the lessor may repair and may deduct the lessee's share of the cost from any valuation owing to the lessee, or may recover it as rent in arrear. All fixtures belong to the lessor. The lessee shall not remove any lessee's fixtures put up by him without giving option of purchase to the lessor. The lessee to allow the use of his name in actions or prosecutions for trespass. In the event of any claim of the lessee under the said Act, interest from the date of outlay at the rate of 5*l.* per centum per annum on all moneys expended by the lessor on improvements shall be deducted from such claim. The lessor may set off against any claims for compensation by the lessee, under the terms of this agreement, the cost or estimated cost of any repairs necessary at the end of the tenancy, any moneys or payments due or occurring to him under the terms of this agreement, and any estimated damages resulting from breach of any provision of this agreement by the lessee. Also the new building lately erected on the premises and other improvements made by the lessor at his sole expense, to be held to be in full compensation to the lessee for any improvements executed or to be made by him on the premises. And it is further agreed that such outlay as aforesaid shall be considered as a benefit within the meaning of Section 6 of the said Act. No allowance shall be made for any improvements which may be made or brought on the lands after notice to quit has been given unless with or at the written consent or request of the lessor. No allowance shall be made for manure applied where two white straw crops have been taken consecutively or in one course of rotation, or for manure or cake used or consumed in lieu of fodder, straw, or manure sold or carried off the farm; and inasmuch as the farmyard manure was received by the lessee gratis, of the outgoing tenant in accordance with the estate rule, so, therefore,

Chairman—continued.

the same shall be left without compensation at removal, and after notice to quit none shall be drawn off under an additional rent of 1*l.* for every cartload drawn off or sold at any time. And the lessee covenants to manage, manure, and cultivate the said farm properly according to an improved course of good husbandry, and particularly not to break up into tillage any ground without first spreading thereon in a husbandry-like manner fifteen teals or seventy-five bushels of well-burned lime, or half a ton per acre of superphosphate of lime guaranteed to contain 25 per cent. soluble phosphates, and it is agreed that such manure as aforesaid shall be held due to the land in return for such reduction into tillage. Not to take more than two successive crops of grain or corn out of the said lands nor suffer the same if in tillage to become lay without sowing thereon in a proper manner twenty pounds of good clover or an equivalent quantity of other grass seeds per acre, and to produce proof of having applied and bestowed such manure and of having sown such seeds as aforesaid, and when such land shall have been laid down with clover and grass seeds not to break up or plough the same for the period of three years from the time it was so laid down. Not to break up into tillage any meadow, old pasture, or hay ground. Not to depasture any agistment stock of any kind upon the said farm in the last year of this tenancy under a penalty of four pounds for every head of live stock that shall be so depastured thereon. It is agreed that the matters specified in this agreement as the subject of allowance or set off are the only questions relating to compensation which a valuer or umpire shall, without the consent of the parties, have power to entertain. And it is further agreed that no customs of the county shall have any operation upon this contract of tenancy, but the rights of the parties shall depend only upon the terms of this agreement. All matters in dispute under this agreement and claims for compensation shall be settled by reference in manner provided by the said Act, but without any appeal to the County Court. All questions relating to distress shall be determined by a Court of Summary Jurisdiction as provided by Section 46 of the said Act.

And whereas the said lessor in consideration of the lessee executing the improvements herein-before mentioned hereby gives up to the lessee the said flock of sheep belonging to the said farm, being two hundred and forty-seven sheep and one hundred and seventy-two lambs (247 and 172 lambs), at the price of 12*s.* per head for every sheep and 8*s.* per head for every lamb, making in the whole the sum of two hundred and seventeen pounds, which sum the said lessee hereby agrees to pay unto the lessor upon the execution of these presents. And it is expressly agreed between the said parties hereto, that the said flock of sheep reared upon the said farm and grassing on the Mallaen Mountain Common, to the number of 419, are to be handed over by the lessee to the lessor at the end or determination of the tenancy hereby created at the said price of 12*s.* per each head of sheep and 8*s.* for each lamb, and the lessee further agrees during the whole of the tenancy to keep upon the farm the full number of four hundred and nineteen sheep and lambs, to be earmarked annually under the superintendence of the lessor or his agent, and will not sell or dispose of any of the sheep or lambs after the receipt or delivery of a notice to quit under an extra rent of four pounds for every head that shall be sold or disposed of, such rent to be subject to the same condition as the other rents of the farm. And it is further agreed that if and in case the said flock of sheep and lambs at the end of the tenancy shall exceed the said number of 419 then and in that case the number in excess shall be drawn off from the said flock by two persons, one of whom shall be appointed by the lessor and the other by the lessee. And further it is hereby expressly agreed that in case the said flock of sheep at the determination of the tenancy shall be less than 419 in number, then the lessee shall pay the lessor twenty shillings per head for any deficiency, such twenty shillings per head for the deficient number of sheep and lambs to be deducted from the amount then to be paid by the lessor to the lessee for the said flock.

As Witness, &c.

Chairman—continued.

I may say as to the penal clauses of 50*l.* an acre and so on, the freehold land is not worth one third of it, and the clause is put in with no other object than to put the tenant completely in the hands of the landlord when he chooses to leave. I pass the agreement simply by saying I am ready to answer any question upon it.

Nothing but an appeal to a Land Court, or some other independent authority, or tribunal, properly appointed for the purpose, can possibly protect tenants in cases of this kind. I believe that the landlord in the face of free trade, cheap water-transit, preferential railway rates, the silver exchange, and the almost entire absence of taxes which foreign produce is subjected to, should appreciably reduce the rents and that the rates and taxes which land now carries should be as far as practicably lightened. And I also believe that steps should be taken to readjust the values in purely agricultural districts, having regard to increasing value of accommodation land, and the generally increasing value of property in the manufacturing centres. I am fully convinced that the rateable value of the strictly agricultural districts have not been seen to, to the extent they ought to be as compared with the manufacturing centres. There is a rating committee compulsorily appointed by every county council, and the committee of this county are going to take the matter in hand; shortly, from what I understand.

I have a very great objection to abatements; it has a strong tendency to undermine the independent spirit of tenant farmers and savours too much of charity.

I also regret to add that within my own knowledge, that when receipts are given for rent with abatements, that advantage has been taken of it to write on the receipt, "In discharge of all improvements,"—and in another case that I know of, a tenant had to pay several years' back abatements when leaving the farm, because each receipt given him had written on it, "On acct."

Mr. *Grove.*

38,778. Do you produce one of the receipts?—No, I do not, but the letter there refers to it.

Professor *Rhŷs.*

38,779. I do not quite follow that?—Abatement was granted, and the receipt was given. The landlord writes on the receipt "On account." The tenant leaves after some years, and he is called upon to pay up some arrears. The man is in court to-day, if I could only get him to come into the witness box, but I cannot.

Mr. *Brynmor Jones.*

38,780. You mean at the date of the receipt it should be in full discharge?—In full discharge.

38,781. Instead of giving a receipt for the abatement, and thus releasing the tenant the words "On account" were put, which of course, left it an open question as to whether the arrears could or could not be recovered?—Yes.

Chairman.

38,782. Is it impossible to get this tenant to come forward?—I will see what I can do by the afternoon. It is a matter which should be cleared up, and a thing of this description should be known.

Sir *John Llewelyn.*

38,783. May I ask you to explain a little further. What was the account which was kept running. Were they arrears at some previous time?—The understanding was that the rent should be reduced by a certain amount.

38,784. That was in the nature of an abatement?—Yes, but when the receipt was given the tenant found on the face of the receipt the words "On account."

38,785. May I ask if that is the only instance of "On account"—in reference to the question of abatement?—I believe so.

38,786. I have a case in my own mind in which a certain year's payment for rent was not made for a totally distinct purpose, not a question of abatement, and from that time forward there has been a receipt "On account"; because the tenant paid a certain portion of the arrears off year by year. That has gone on for years and a receipt has been given "On account." I ask you this question: Can you say that where the receipt was given "On account," it was given because of the abatement only?—I cannot say anything beyond the letter that Mr. Grove now has in his hands. That letter makes it perfectly clear it is a question of rent.

Mr. *Brynmor Jones.*

38,787. The amount asked for when he left to pay the arrears of rent?—Yes.

38,788. And the only arrears were the amounts abated?—Yes.

Lord *Kenyon.*

38,789. Did he pay the full rent with the exception of the abatement?—Yes.

38,790. He had paid it up to that date?—Yes, he had paid it up to that date.

Sir *John Llewelyn.*

38,791. So that it was abatement only?—Yes. I believe I am reading that letter perfectly accurately in the way in which I put it.

Chairman.

A note has been handed up to me by Mr. Vincent who represents the landlords in which he says "Will you ask who the landlord is? I "might get a guarantee out of him if I knew "who he was." I do not propose to ask that question, unless I have it as an absolute certainty from Mr. Vincent that there is no "might" in the question, but that there is an absolute guarantee given.

Mr. *Vincent.* If he is one of the landlords I represent I can give it; if he is not, I cannot.

Chairman.

You pledge yourself if he is one of the landlords you represent, that there is an absolute guarantee given.

Mr. *Vincent.* Yes.

Chairman.

That question need not be answered.

The *Witness.*

I think it is only fair that we should know who Mr. Vincent does represent in this county. I think he has taken rather an advantage.

Chairman.

Can you do that?

Mr. *Vincent.* It would take sometime to go through all the names of the people I represent.

The *Witness.*

Then I decline.

Mr. *Brynmor Jones.*

38,792. This tenant has left the farm apparently?—Yes.

38,793. Is he a farmer now?—Yes, and doing well. Will you kindly read the letter?

Sir *John Llewelyn.*

38,794. I see it speaks of a sum of 70*l.*?—If you say any more, Sir John, you had better give the name at once.

Chairman.

38,795. That question is put and refused; but I am bound to put this question to you. Without the sanction of the tenant it would be impossible to give the name of landlord or tenant?—I have nothing but that letter before me and I do not see how I can go beyond that. When a man says at the end of his letter, "For "God's sake do not give my name," what can I do?

38,796. That is the answer?—Yes.

Sir *John Llewelyn.*

38,797. Whatever the amount was you understood that that included the abatements only?—Not only from that letter, but from what I have known previously of my own knowledge and from information from many people in the neighbourhood, I am perfectly satisfied of the fact that the amount referred to was abatement only. I have another letter which will support that.

Mr. *Brynmor Jones.*

38,798. Did he pay the arrears?—Yes. I may say that letter which I now hand in is from another brother. It was in consequence of that first letter that I wrote to the other brother. There is a gentleman present in the room who holds a public position, and I challenge him to state, what he is reported to have stated—I refer to the Rev. Mr. Phillips. I have not spoken to him, or seen him on the matter at all, but the information handed to me is this:—that Mr. Phillips was one of these men who received a receipt with the words "on acct." on the face of it. It will be possible to verify this if you call him later on.

Chairman.

38,799. That is the proper way to do it. You give us to understand that the Rev. Mr. Phillips can state that?—Yes. That is information received since I have been before the Commission to-day.

38,800. The Rev. Mr. Phillips is a tenant of Mr. Campbell Davys?—Yes.

38,801. And has received an abatement of rent?—Yes, and there is the same thing on the face of the receipt.

38,802. There is something on the face of the receipt of the nature which you have described?—Yes. I cannot speak of my own knowledge. I am only speaking from information sent up to me here, now.

38,803. We shall ask the reverend gentleman afterwards if that information is correct?—I hope so.

Sir *John Llewelyn.*

38,804. If this money was claimed at any future time, in your mind, it would reduce it from an abatement to a loan?—I cannot conceive that an abatement could be regarded as a loan.

Professor *Rhŷs.*

38,805. It would be a loan in the peculiar circumstance of the man not knowing it was due?—Coupled with the peculiar fact of the man being called upon to pay it when he left.

Chairman.

38,806. Will you please proceed with your evidence?—I do not suggest that these practices are common, but I am in a position to prove that this has been done. There are very many instances in this particular district where tenant farmers could not have paid their rent had it not been for assistance they had received from some of the other children who were brought up on the same hearth, and who were not possessed of greater ability or application than they had, but who had by the force of circumstances been compelled to seek their livelihood in other channels. It is difficult to suggest a remedy. I should like to see land reduced in rent, and all encumbrances on estates reduced to a corresponding degree; State loans to tenants to purchase their own farms, provided suitable precautions are taken that these farms are purchased at reasonable prices, and that they do not pay twice over for their own improvements; abolition of the game laws; simpler and less expensive transfer of land and registration of titles. If one goes into the Land Court in the State of Kansas you can simply ask for plot so and so, and you can see to whom the land belongs, and whether it is mortgaged or not. You can turn to a ledger and see it. I do not say that it is possible to do that in this country, but we can go some way in that direction. I am told by a man in our neighbourhood that he bought a farm for 3,000*l.*, that the cost was

Chairman—continued.

65*l.*; then he had a mortgage, and the mortgage, I believe, cost 85*l.*, besides many other expenses. I would suggest light railways, at the expense of the State, but the land at the expense of the adjoining owners—that tenants should go in for better breeds of stock, and a more modern system of doing dairy work. One of the many mistakes that tenant farmers will persist in doing is to cask their butter in summer for winter use as of old, forgetting that butter of splendid quality can be, and is being imported, even from the uttermost parts of the earth, as Australia, and New Zealand, and delivered at our homes within six weeks. So important is the fresh produce for the English market, in the eyes of the Australians, that they pledge themselves at some of their Chambers of Commerce to give preference for freight to vessels carrying refrigerating chambers.

I think it also only fair that some distinctive mark should be placed as far as practicable on all foreign produce. I believe that tenant farmers would become more manly, straightforward, and fearless if they felt themselves less in the power of the landlord than at present, and the only way that I can see is the establishment of a land court, which can be appealed to in extreme cases only. This court cannot affect a good landlord; and the majority of landlords, after all, come under that designation; neither can it affect industrious tenants, but it should be a terror to unjust landlords and slothful, indolent tenants. There are many landlords who are now giving better treatment to their tenants than they could expect from an appeal to any land court, but there are others with whom tenants can only fairly negotiate by resort to some independent tribunal. Besides it would act as a very great deterrent to prevent landlords taking advantage of tenants and *vice versâ*.

Mr. *Brynmor Jones.*

38,807. Will you kindly look at the first agreement that you have put in, of Mr. Evan Evans. There are certain reservations?—Yes.

38,808. First the timber and game?—Yes.

38,809. And secondly, power to enter for the purpose of inspecting the repairs and planting trees, and thirdly, power to enter to cut down timber and underwood. I do not see in that part of the agreement any undertaking on the part of the lessor to make fair compensation for any damage done by the exercise of those powers?—I may say that the landlord, Mr. Campbell Davys, is before the Commission to-day in Court, and I took the opportunity of writing to inform Mr. Campbell Davys that I would put this agreement in, or rather that I would refer to the estate, and as my brother is here, who is the tenant, and the landlord on this particular agreement is here, I think it would be better if it were left to them. But there is nothing on the face of the agreement that shows it.

38,810. Then look at David Evans's agreement which you have also put in. The first thing

Mr. *Brynmor Jones*—continued.

that strikes me on this agreement (which is an agreement of the 29th September 1886), is that Section 33 of the Agricultural Holdings Act is not to apply. That is as to notice?—Yes.

38,811. Then do you wish to say anything about the clause for determining upon breach of the covenants and conditions, or being convicted of any offence against the game laws?—I beg to submit that there are so many conditions in this agreement that it is impossible for the tenant to keep them. The question of the game laws is the first. Then there is the part as to taking 10 acres of land, which is lower down in the agreement. Then "if at any time the lessee shall receive notice requiring payment in advance of rent due"—that the rent in advance shall be treated as rent in arrears. To an impecunious tenant, supposing that this man were so, it is a very harsh condition.

38,812. "If at any time the lessee shall receive notice requiring payments in advance of rent due on any Quarter Day subsequent to such notice, all such rent shall at once be considered due, and payable in advance, and may then be recovered as rent in arrear." You complain of that?—I do.

38,813. The effect of that seems to me that, we will say on the 1st July, the landlord may give notice to the tenant that the rent due on the 29th September shall be paid in advance, and thereupon, according to this clause, it becomes rent in arrear?—Yes. Then the next clause.

38,814. "In consideration of the lessee undertaking to keep the land in good heart and condition, and undertaking to execute the improvements mentioned in the first schedule of the said Act?"—Yes.

38,815. That implies making buildings and so on, and fencing, and silos—"the rent shall be thirty-seven pounds per annum, instead of forty pounds, which should be, and has hitherto been the rental of the farm, inasmuch as the lessor has spent large sums in building without charging any interest thereon." You say that is virtually endeavouring to contract out of part 1 of the schedule of the Act of 1883?—Yes, and what is recited is not correct as to facts. The tenant says that no buildings were erected beyond a small sloping shed for calves against the barn, and a small pigstye, and he also says that a reduction from 40*l.* to 37*l.* was not in consequence of those improvements, but that there were two acres of land taken away. I am only stating what I have been informed.

Mr. *Richard Jones.*

38,816. What will be the estimated cost of those two buildings mentioned—the pigstye and so on?—I cannot give it.

Lord *Kenyon.*

38,817. He has made no estimate?—I have no idea of what it would be.

Mr. *Brynmor Jones.*

38,818. Then this clause seems strong: "The "lessee to pay further yearly rent by quarterly "payments, recoverable by distress at the "rates following, namely:—At the rate of 50*l.* for "every acre of meadow, pasture, or woodlands, "which shall be pared or broken up; 10*l.* for "every acre of arable land not cultivated in "manner herein-after mentioned; 5*l.* for every "ton of hay, and 3*l.* for every ton of straw, "green crop, or fodder sold, or carried off the "farm, without the consent of the lessor, unless "an equal amount of good manure shall have "been brought on and vouchers and samples "for the same have been produced to the "satisfaction of the lessor." Is that complained "of in the neighbourhood?—I do not know that it is complained of in the neighbourhood, but I wish to point out this, that the freehold of the farm is not worth the money. There is no land in that district worth 50*l.* an acre.

38,819. Then there is another clause lower down. "If the lessee neglect to repair after "12 days' notice in writing to do so, the lessor "may repair and may deduct the lessee's share "of the cost from any valuation owing to the "lessee, or may recover it as rent in arrear." Do you complain of that?—12 days' notice seems on the face of it not to be necessary in my opinion. Then there is the next clause. "The lessor may set off against any claims" and so on.

38,820. "The lessor may set off against any "claims for compensation by the lessee under "the terms of this agreement the cost, or "estimated cost, of any repairs necessary at the "end of the tenancy and moneys or payments "due or accruing to him under the terms of "this agreement, and any estimated damage "resulting from breach of any provision of the "agreement by the lessee, also the reduction of "3*l.* per annum now given in full compensation "for any improvements executed or to be made "by him on the premises, and doth hereby "agree that such annual reduction of 3*l.* per "annum shall be considered as a benefit within "the meaning of section 6 of the said Act." So that you say that virtually the 3*l.* that is given in the earlier part as consideration for the avoiding of the effect of the Agricultural Holdings Act is taken back again by the landlord under this clause?—Yes, it is taken back again, and also further this clause itself is wide enough to make it impossible for a tenant farmer to claim anything for improvements at all.

38,821. Seemingly if the lessee claims compensation, the landlord may meet him by this reduction of 3*l.*, and charge it as rent in arrear?—Yes, and also the improvements in putting up the buildings.

38,822. Certainly it does seem a little inconsistent with what has gone before. Then "not "to depasture any agistment stock of any kind "upon the said farm in the last year of this "tenancy, under a penalty of 4*l.* for every head "of live stock that shall be so depastured "thereon." Do you complain of that in your

Mr. *Brynmor Jones*—continued.

experience?—I do not know quite how it applies to the farm. The sheep I do understand, but I do not understand what right the landlord had over the cattle on the tenant's farm.

38,823. Mr. Griffiths suggests that the object of that clause is to prevent the tenant farmer taking the cattle of other persons. Then I see that the custom of the country is not to have any operation upon the contract of tenancy?—No.

38,824. "All matters in dispute under this "agreement and claims for compensation shall "be settled by reference in manner provided "by the said Act, but without any appeal to "the County Court." Your point there I suppose is that the appeal is given by the Act to the County Court by the effect of the statute?—Unfortunately I have a case here where appeal was made to the County Court, and the Statute of Limitations was put in as a defence by the landlord. You will find that in connexion with my brother's evidence later on.

38,825. Are there many cases of application to the County Courts under the Act of 1883?—I do not know of many.

38,826. The next agreement, which is between Mr. Campbell Davys and Mr. Thomas Jones, contains very much the same clauses, does it not. There is one rather strong clause about the middle of the agreement. The clause of the set-off is very much the same as in the other agreement. Then comes this clause, which strikes me as somewhat peculiar. "Also the "new building lately erected on the premises "and other improvements made by the lessor "at his sole expense, to be held to be in full "compensation to the lessee for any improve-"ments executed or to be made by him on the "premises." That is complained of, is it not?—I should like to refer to the first agreement, with your permission.

38,827. If you please. I am only reading it in order that we may have the benefit of any remarks that you wish to make?—I may say that this agreement was copied by my brother, and it is done as correctly as he could copy it. There are some little errors in it, but they do not affect the sense whatever. In consequence of having a lease, the rent is increased by 20*l.* Then there is an extraordinary clause, I think—"yielding and delivering in the month "of December" (the worst month of the year) "in every year during the said term at Neuadd-"fawr aforesaid two tons of best bituminous "coal, and will at the same time deliver to the "said lessor, his heirs or assigns, or his or their "steward, the merchant's certificate of the "quality thereof."

Lord *Kenyon.*

38,828. Are all these written agreements, may I ask?—I have not the originals.

38,829. They are all written?—Yes, they are all written, so far as I know. I have only seen copies.

Mr. *Brynmor Jones.*

38,830. I did not refer to that agreement, because that is your brother, and I understood you to say you wanted to pass by that?—Yes, but I thought I would call your attention to that part of it.

38,831. Is that payment of coal usual on Mr. Campbell Davys' estate?—I really cannot say.

Chairman.

38,832. Is it enforced?—It is a very unusual clause. At least I point out that clause particularly to show the splendid relationship that exists between landlord and tenant, and that the tenant has to bring actually the merchant's certificate as to the quality of the coal.

38,833. Is that clause enforced?—The tenant has left the farm.

38,834 Yes, but it is always enforced; does your brother produce this two tons of coal?—But he has left.

38,835. Did he deliver the coal?—No. You will find the agreement was never signed.

38,836. It was set aside?—Yes. I wish to just further say in reference to this lease that a second name is introduced into it.

Mr. *Brynmor Jones.*

38,837. What is that for—guarantor for the rent, to recover it?—On the face of it, yes, but as a matter of fact, at the time we were under the impression that it was not that. Then comes the fencing of the Leave Hill "to fence "and enclose the whole of the hill boundaries, "wherever at present unfenced, as well as "those abutting upon the Leave Hill, with a "fence to be composed and made of six No. 5 "best annealed drawn fencing wire, and will at "all times during the said term maintain and "keep the same in good repair and condition, "and will at the expiration or other determina-"tion of the said term leave the wire fence on "the said premises for the benefit of the lessor, "his heirs and assigns."

38,838. That is to say, the tenant had to buy the annealed drawn fencing wire?—Yes, and as a matter of fact he did so, and put them up and left them there.

38,839. Then this a somewhat antiquated clause again. "To grind the whole of the grain "and corn produced on the said demised lands "during the continuance of the said term at "at Abergwenlas Mill, in the parish of Cilycwm "aforesaid"?—Yes, but the worst clause of all is the clause about the sheep. "To permit the lessor, "his heir or assigns, or any person or persons "authorised by him or them in the last year of "the said term to enter on the said lands to "sow clover or other grass seeds with the "spring crop of corn, and harrow and roll the "same, and will not graze or feed off, or permit "his or their cattle or sheep to go thereon "under a penalty of one pound per head." If cattle strayed in, the tenant would have very little to take with him. There is no

Mr. *Brynmor Jones*—continued.

provision for any accident of any sort. Then "to leave without compensation all dung and "compost which shall be produced in the last "year of the said term for the benefit of the lessor, "his heirs or assigns, or his or their incoming "tenant." As a matter of fact, my brother will prove that he paid for that, and that he had his landlord's word that he would be paid in a similar manner when he left.

Mr. *Richard Jones.*

38,840. What is the custom with regard to manure, is it generally left on the premises?—On this estate it is so, and I believe in the neighbourhood, but I would rather you asked that of some tenant farmer. Then there is a condition lower down again, which seems to hedge in the farmer in every possible way.

Mr. *Brynmor Jones.*

38,841. With regard to this penalty of 1*l.*, if one head of cattle went in for one hour, the 1*l.* damages would have to be paid?—Yes, and if 20 went in, 20*l.*

38,842. If 20 young cattle went in there for half an hour, and they were driven off, then there is 20*l.* according to the interpretation of this clause, to be paid?—Yes, that is so. Then later on: "That he will upon the satisfac-"tory completion by the lessee of a substantial "wire fence as aforesaid, erect and build a "pigstye and carthouse." He first of all sees that his tenant spends about 70*l.* in putting up wire fencing, which he has to leave on the farm without compensation when he quits, and then he will have a carthouse and pigsty, put up at his landlord's expense.

38,843. You have put in these agreements, and they will be printed and we shall consider their effect?—Yes.

Lord *Kenyon.*

38,844. With regard to the first part of your evidence, you say that one farmer left on account of the game laws. That I see was previous to the passing of the Hares and Rabbits Bill?—Yes. I mentioned that because I met him in Kansas in America.

38,845. Did he complain of the rabbits, too? What portion of the game laws was it he complained of?—As a matter of fact, I asked him how it was he was out in the State of Kansas farming, and he said he would have been farming in the county of Carmarthen at the present day had it not been for the game laws.

38,846. It is rather a vague statement?—He was so fond of the gun—he could not possibly put a gun on one side.

38,847. Perhaps he had been poaching?—No.

38,848. It is called poaching sometimes?—Perhaps it is poaching for a man to kill game on land he pays rent for, I am not prepared to admit it myself.

Lord *Kenyon*—continued.

38,849. Perhaps he had been found killing game—an offence against the laws. Then this contracting out of the clause of the Act is only with respect to the clause that you are allowed to contract out of?—Only that it is compulsory, and that men have to leave if they do not do it—they have notice to quit.

38,850. Have these agreements been offered to them after they have been in possession of their farms?—Men who have been on the estate for a quarter of a century.

38,851. This clause is put in?—Then they have notice that they have these agreements to sign, and in consequence of refusing to sign they have notice to quit, and if they do sign, the notice is withdrawn.

38,852. You say here, "one landlord, to my "knowledge, has it printed in all his agree-"ments that hares and rabbits are included "with other game"?—I have put that in.

38,853. Who is the landlord?—The name is on the face of it.

38,854. The Llwynybrain estate. That is Mr. Pryse-Rice. Is that what you complain of—that hares and rabbits are included with other game?—Yes, inclusive of hares and rabbits.

38,855. I see in the agreement, "also all "game, wild fowl, and fish, inclusive of hares "and rabbits." It is only according to the terms of the Ground Game Act, I suppose?—I should be very glad to have some light upon the fact why that is included, unless it is to convey to the tenant-farmer that he is not to kill hares and rabbits. What possible advantage can there be?

38,856. I do not see any advantage in putting it in at all, either to the tenant or landlord?—Except to convey the intention.

38,857. I mean, it is a matter of fact that the landlord has a concurrent right with the tenant-farmer?—And it is equally a fact that in this district the tenant-farmers dare not kill their hares and rabbits.

38,858. That is quite another thing. You say you have known instances where tenants keep neither ferrets nor guns, but you are prepared to say that that is on one estate only, and it is a very large estate. Would you mind stating what that estate is?—Am I to state it?

38,859. Just as you please; I mean you made a statement that it is only one estate, and it is only fair to state what that estate is?—Neuadd-fawr estate.

38,860. Whose is that?—Mr. Campbell Davys'. I am not speaking of the present time. I cannot say what has occurred in the last few years.

38,861. You wish to abolish the game laws, you say?—Yes, distinctly.

38,862. What do you mean by that?—I believe that tenant-farmers or farmers that pay rent for land should have co-equal rights with their landlords, so that it would be impossible to make a tenant-farmer contract himself out of the right to kill his own game.

Lord *Kenyon*—continued.

38,863. Have you any experience of where such a case has happened?—I have no experience of it except in practice.

38,864. I mean to say have you any experience of where the tenant farmers have the right to kill the game?—I have the experience of my brother, who is living at a farm called Penrhos, in the county of Monmouthshire; he has all the shooting, the ferreting, and the fishing, with the result that he has as much game on that farm as it will comfortably carry, and he is in a position, living as he is some distance—10 miles or so from the town—that although he does not attempt to make any profit from the game directly by renting it or otherwise, still when medical men and others come there who live a long distance away he is able to give a day's shooting, and it is of great value to him indirectly.

38,865. Have you any experience of tenants letting the game?—Underletting—yes, I have. I have a case in my mind's eye now, which I think the Commission ought to know. I have not the permission of the landlord or the tenant to bring it forward, but it is a *well-known* and *notorious case* in this county, where the largest tenant farmer in the county, the man, who, I believe, pays the largest amount of rent in the county, received notice to quit within the last two years because of a difference that arose between himself and the gentleman who had the shooting rights over his land.

38,866. But you misapprehend me; have you any knowledge of tenants letting the shooting on their farms?—No, none.

38,867. None?—I do not think they have ever had the chance in this district.

38,868. I have had experience the other way, that I rent several farms from the tenants themselves. Do you think there would be quite as much game as the land could support if the tenants had their own shooting?—I do.

38,869. Some people differ from you, I think?—I am surprised to hear it.

38,870. I hope you will forward those convictions under the game laws; they would be very interesting?—I will do so.

38,871. I think you said with regard to that agreement of your brother's, that coal was never delivered?—I would rather he spoke upon that himself. But, while we are on the subject of game, I may mention this, that my brother, when sowing the seed on this farm, could not cover it over with the harrow before the pheasants pecked some of it, so plentiful was the game, and that when they went out coursing one day, two dogs were slipped from the leash, and they got perfectly stupified, and did not know where to go, because there were so many hares on the field. I am speaking now of years ago.

38,872. That is previous to the Act?—Yes.

38,873. With regard to the clause as to the sheep, in which you said there was a penalty of 1*l.* a head. Would not that be in order to protect the incoming tenant as a matter of fact. It says, "If the lessor, his heirs or assigns"—as a matter of fact it would be the incoming tenant. You said with reference to the clause with regard to the sheep that there is a penalty of 1*l.* per head for the sheep trespassing on newly-sown seeds. That would be to protect the incoming tenant, if there was any carelessness on the part of the outgoing tenant?—It all depends upon whether there is an incoming tenant to come in, but in this particular case the farm was in the hands of the landlord for the ensuing year.

38,874. But we have had evidence that farms are very seldom vacant in this part?—Yes, and if I may be allowed, I should like to point out to the Commission that some of the best land in this county has been obliged to lay fallow because they could not get sufficient rent.

38,875. The incoming tenant might be the landlord himself, or anyone taking it from him. It seems to me to be a merely protective clause?—The only way in which I differ from you, my Lord, is this, that the penalty is utterly absurd.

38,876. It is too stringent, you think?—Entirely so.

38,877. Yes, but there should be some penalty for the protection of the incoming tenant?—I should very much like to know where the protection of the tenant comes in in this agreement. I have looked in vain for a single clause protecting him.

38,878. Then with regard to this payment of rent when due: "all such rent shall at once be "considered due and payable in advance, and "may then be recovered as rent in arrear"?—Yes.

38,879. Do you complain of the rent not being paid when it is due?—No.

38,880. I do not understand your complaint then?—My complaint is this, that it is possible for the landlord upon any whim of his to send notice to his tenant and say that he wants this quarter's rent as well as the next one, and that he can treat both quarters rent as in arrear and issue a distress.

38,881. Would it be wise for the landlord to ask for the rent when it is not due? As a matter of fact it is generally paid after it is due?—I should like him to follow the customs of the country, and not put that in the agreement.

38,882 As a matter of fact the rent is paid after it is due. Do you suggest it should be paid before it is due?—No, I do not suggest that.

38,883. Would you suggest that he should give three months' notice?—No, I suggest he should follow the customs of the country, and not markedly take out the customs of the country from his agreements to overawe his tenants.

38,884. It is only a question of his right to collect it when it is due?—It is only a question of what the landlord's rights are.

38,885. I presume his right is to collect it when it is due; if he chooses to give three months' notice that is another thing?—My con-

Lord *Kenyon*—continued.

tention is that the first returns are due to the man who tills the land, and not to the landlord.

38,886. I only point out that the rent is due three months in advance?—It is not due until it is made to be due.

38,887. It is not usually due until it is made to be due, but by this it is?—Yes, that is what I complain of. It is an agreement that is unheard of, I think.

Professor *Rhŷs.*

38,888. If the landlord had no right prior to all other claims you would have thought, perhaps, that there might be something in that?—I think there might be something in that, but at the same time I believe that it would be wiser for this landlord to refuse to let his land at all than to go and inflict conditions of this sort, which it is impossible for the tenant to keep.

38,889. But as long as the landlord has a preferential claim, you do not think there is any sufficient ground for inserting such a clause as that?—It is quite unnecessary.

Lord *Kenyon.*

38,890. The penalties seem to be very excessive with regard to the ploughing up of pasture, I suppose you admit there should be some penalty?—Yes, certainly.

38,891. Because otherwise a tenant farmer might farm so as to destroy the value?—Yes.

38,892. They are very excessive?—Yes, but what I want to point out on the whole agreement is this. I have a note here in my evidence that *one mistake would ruin the tenant.*

38,893. I think you omitted in your evidence one useful suggestion which you put in in your syllabus, as to light railways?—Yes, I beg your pardon; that was overlooked. I should say there was a talk about a railway from Pontsenni to Llandovery; if we had light railways running, with a little traffic on the roads, I am not at all sure that it would not be well to have light steam railways following the roads. In centres like Birmingham they had railways following the traffic, and why there should not be railways made in this county I cannot see, provided we could, of course, find the capital.

38,894. It is rather a favourite hobby of mine, and I was glad to see it mentioned in your statement, and I was sorry you did not read it out?—It was an oversight entirely. I would suggest light railways at the expense of the State, but the land at the expense of the adjoining owners. I am led to make the remark because in the Western States of America the railways are put down, and not only do they have the land for nothing but they have a square mile of land alternately on either side of the railway for laying down the line through a new country. But as these light railways would be made for the benefit of the adjoining land in this country, I think that we should not have the trouble to get land for improvements of that sort that there is usually, and that the land should really be practically paid for by those who benefit by it.

Lord *Kenyon*—continued.

38,895. May I ask you how the landlord would benefit by the light railways?—He would have benefit to this extent, that he would have tenants who would remain on the farm and pay him rent.

38,896. Would that be an increased rent?—No, but my opinion is this, and I am sorry to have to say so, that I fully believe that if things continue as they are, rents will be reduced to one half.

38,897. You think that such things as light railways would tend to maintain the rents?—They will maintain the rents better.

38,898. I think you said this, that the tenant should go in for better breeds of stock?—Yes.

38,899. And that there should be a more modern system for dairying?—Yes. We are doing what we can in this county in order to bring that about, but it is a slow process.

38,900. With regard to the better breeding of stock, do any of the landlords in this county assist in regard to that; do they keep any bulls or shire horses?—There is a Stud Company, and many landed proprietors and successful tradesmen subscribe to that, and there are many good horses, but I do not know much about it.

38,901. It is a travelling company?—Yes.

38,902. And it does good?—Yes.

38,903. What is the condition of things with regard to dairy work?—We spend 500*l.* a year in dairy work in this county here now.

38,904. We heard yesterday that the lectures were successful and well attended?—Yes, and particularly the dairy schools. We have lectures and dairy schools, and we have 12 scholarships for girls who go up to Aberystwith each year. That was started last year. Then again, if those girls show any particular aptitude they will be selected to do dairy work as a kind of assistant teachers.

38,905. Do you find plenty of dairymaids willing to go?—Yes; the competition unfortunately caused a good deal of friction, because so many wanted to go.

Lord *Kenyon.*

38,905*a.* You also wish that a distinctive mark should be placed on all foreign produce. I am glad to see you say in your evidence at the end that the majority of landlords are after all good.

Mr. *Brynmor Jones.*

38,906. I just wish to examine you on one point, and one only, that is with regard to the game laws. If I have followed your evidence correctly, you wish to secure the same sort of rights to the tenant farmers that the landlord now has?—That is so.

38,907. Some kind of game laws would be required to protect the interest of the tenant

Mr. *Brynmor Jones*—continued.

farmer?—Oh yes. I only want to go as far as to let those who live on the farms and their landlords have co-equal rights.

38,908. You do not suggest the repeal of those statutes which have modified the common law of trespass in regard to game offences?—No, I do not, excepting so far as the rivers are concerned. I think that the rivers ought to be free to anyone.

38,909. What I mean is this: you think that unless of course game is to entirely disappear, there must be some statutory regulation of the right of killing game?—No doubt about that.

38,910. But your point is that the existing law or custom—call it what you like—is unfair on the tenant farmers, the actual occupiers of the land?—That is so. There was some evidence that was put into my hands which I had forgotten to attend to to-day, showing the inconvenience which is caused by the farms being exchanged without the tenants knowing any thing at all about it. [*Witness handed in statement*] The man is here himself, and if you wish to call him at a later period will you please do so. I cannot speak at all as to it myself; I do not know anything about it.

Lord *Kenyon*.

38,911. I might point out to you that the occupier has the right to kill game unless it is expressly reserved by the agreement?—It is expressly reserved.

38,912. As a rule it is?—Yes.

38,913. Then of course the tenant need not sign unless he likes?—It is a question whether the tenant farmer is a free contractor, and I am prepared to argue that he is not.

Mr. *Brynmor Jones*.

38,914. What law do you abolish. That is what is in Lord Kenyon's mind and in mine?—I do not wish to abolish the game laws provided it be made impossible for a tenant farmer to be deprived of the right to shoot game—that it applied to a tenant farmer or those working on the soil.

38,915. Then you suggest that the Ground Game Act should be extended to all game?—Certainly, unquestionably.

Chairman.

38,916. Is this gentleman whom you have mentioned ready to come forward?—Yes, he is here.

38,917. Is he prepared to state what appears upon the document you have handed in?—Yes, when it suits your Lordship.

Mr. *Griffiths*.

38,918. You confirm what we have heard at various places that the tenant farmer really refuses to come forward although he has had permission of his landlord to come?—I have never been more certain of anything in my life. There are men in this room to-day that I know, who have complained to me for years and years of different things, and I cannot get them to step into the box and say one word. I had to send to Monmouthshire for my brother to come down to give evidence.

Mr. *Griffiths*—continued.

38,919. Would you kindly explain in which way tenant farmers are less self-reliant than you think they ought to be. Is their position more humiliating, or how do you explain it?—I can only speak of the customs of the country. 25 years ago when I was a boy in this neighbourhood, I remember distinctly upon coming to the town here or elsewhere that tenant farmers did not seem to have the respect that they ought to have for themselves; if they saw their landlord at one end of the street and they were at the other, they would touch their hat and say "there is master." It is perfectly true, and up to the present day the conditions of the tenant farmer are such that when a gentleman who is now present in the room intended coming forward for the county council, he had no end of trouble in getting a seconder to his paper, and what canvassing he did, I understand, was done at night. Notwithstanding that, he was returned to the county council with a majority of 13 or 17 votes over his opponent, the squire of the parish. Those are facts which you can verify before the Commission to-day.

38,920. Then with regard to the hard life of the farmer, do you consider that many farmers' wives actually work harder than the farmers themselves?—I believe that farmers and their wives, and particularly the children, work harder than any other class in the county. I may say, if you will allow me, that unless the custom is altered very considerably, the boys and girls of tenant farmers used to earn their breakfast before they got it, and had to go to school, and after they went home from school they had a lot to do also.

38,921. Do you think that the children are in consequence able to compete with the labourers' children?—I think that their early training makes them so that they can live anywhere.

38,922. I mean to say with regard to the time they have to study their lessons in, before they go to school. Have they the same chance as the labourers' children?—No. There comes in the fact that many of the tenant farmers are so imperfectly educated, and I refer the Commission to a letter I have handed up to-day, written within the last fortnight.

38,923. You mentioned a good deal about the game laws and so forth, but there is a unwritten game law on this estate, is there not?—Yes.

38,924. Which they are rather more afraid of than the other. It is rather the dark side of the question, is it not, to find that you are obliged to go to reformatories to get labourers for the district?—I can only say that when I was here as a lad (I was here till I was over 17 years old) I attended the Welsh chapel here, and the seats in the gallery were full of men

Mr. *Griffiths*—continued.

trained to the work—what they call *gwas mawr* and *ail was*—the different terms for the chief servant and second servant. The very farms where these men were then I have an intimate knowledge of, because I have a large number of uncles, aunts, brothers, and sisters farming in the district, and I am surprised to find that now these boys take the position of those men.

38,925. Do you consider that many farmers' children go elsewhere instead of staying at home on the farms?—The feeling is so among the boys, particularly if they can get a little education, and I am bound to say that in this particular district they have always had great educational advantages, in consequence of the excellent school which there is here. I do not believe any district in Wales can show a larger number of men who have gone in for the professions, medical, legal, and the Church, than the immediate district of Llandovery, owing to the fact of their having such an excellent school close by.

38,926. Then you mentioned with regard to the gamekeeper that he is very much studied in this neighbourhood, is he not?—Yes; always has been as far as I remember.

38,927. What is your opinion with regard to that. Do you think that if the landlords were to give the game entirely to the tenants, and have them for their gamekeepers, that they would have any support?—I give you an instance: I am prepared to name the farm, if necessary, where a man has never been troubled with a gamekeeper at all. His landlord lives in another county, and though I have been intimately acquainted and closely connected with this farm for 20 years, and I am very fond of the gun, yet I have never been over that farm, and never would have asked, because he was so thoroughly trusted by his landlord. He takes the greatest pride in putting out corn to keep the game until his landlord and his friends come down.

38,928. You think it a hard case if the landlord can ask whoever he pleases to go over your farm, and you cannot ask the best friend you have to go?—I may say there is nothing I should like more than a week over by my old home, and I have not been on the farm for 20 years.

38,929. You have been to see your brother in Monmouthshire, I presume?—Yes.

Mr. *Griffiths*—continued.

38,930. Do you consider that they are in a better position there to farm than they are here; are the farmers, as a rule, on better terms?—They are on very much better terms, and they have smaller rents and have greater liberty.

38,931. Is it possible that any landlord in this district would compel a tenant to come into a farm, pay for all the manure and the seeds, and let that tenant leave the farm without having a penny of compensation for it. I am referring to what you say in your statement with regard to that?—This is what one of the tenants says:—"The contract was, that whenever I moved from there I was to receive the "two last items back from the landlord or incoming tenant. Mr. Campbell Davys' bargain "was to repair the house for me, but when the "time came to move into it he said that he had "been offered 20*l.* more rent for the farm, and "I had to repair it myself before I could set up "a bed in the house. It cost me 10*l.*"

38,932. Do you know of many instances where children have gone to get their livelihood elsewhere, and have assisted their parents in paying the rent?—Yes, there are many instances in this district.

38,933. In the majority of cases in this district if a land court or any other outside authority were established, do you consider that the majority of the cases would be settled without going to the land court?—I think it would have a deterrent effect, and that it would be unnecessary, except in extreme cases only. May I refer to the statement of my evidence, upon a formal matter, as to whether it would not be as well to ask my brother James to corroborate that statement, so as to make him a witness.

38,934. Which portion of your statement do you refer to?—I say in my statement, "My "brother James is a tenant farmer living at "Dolauhirion." I just want to call him to corroborate what I say there. *See* 39,118.

38,935. Is he in the room?—He is here. I want to make him a witness, that is all.

Chairman.

38,936. Mr. Vincent submits that that portion of the statement of your evidence setting out the evidence of your brother is not evidence at all till the gentleman has been called, so to save the time of the Commission, I propose to call upon your brother as an incidental witness.

Mr. EVAN EVANS called, and examined through an Interpreter.

Chairman.

38,937. You wish to give your evidence as it appears in this statement?—Yes.

38,938. It is accurate as it appears there?—Yes.

38,939. It has been read over to you, and you perfectly understand it?—Yes. There are some few words which are not right, but nothing of importance.

Chairman—continued.

The statement of the Witness was read as follows:—

Evidence of Evan Evans, The Farm, Penrhos, Abergavenny, Monmouthshire:—

I live now at the above farm, which consists of 308 acres of arable and pasture land, on which are employed my four sons, two servant boys, my two daughters, and a servant girl,

Chairman—continued.

besides my wife and myself, who all work upon the farm.

The landlord lives at Bournemouth.

I began farming on my own account at Garth, Llandingat, Carmarthenshire, under the late Mr. John Jones, Blaenos, and lived there very happily for six years, and I found him a good landlord.

In 1859 I removed to Cwmfranfawr, Cilycwm, under Mr. Campbell Davys. This farm was 282 acres of arable, pasture, and hill land. Rent 100*l.* The farm was out of condition, and I began to improve it. The first amount I had to pay there was 70*l.* to Mr. T. Morgan, the outgoing tenant, as follows:—

	£	*s.*	*d.*
Hauling to buildings, &c. -	25	0	0
To lime - - -	10	0	0
To yard manure - -	30	0	0
To clover seed (bill) -	5	0	0
	£70	0	0

The contract was, that whenever I moved from there I was to receive the last two items back from the landlord or incoming tenant. Mr. Campbell Davys' bargain was to repair the house for me, but when the time came to move into it, he said that he had been offered 20*l.* more rent for the farm, and I had to repair it myself before I could set up a bed in the house. It cost me 10*l.*

When I settled down I began to work on the farm by draining, pulling away old hedges, and planting new ones, to straighten the fences, and have an entrance from the road, making gates, and raising some of the buildings, carrying to repair, dairy, kitchen, and barn, &c.

1860.—I began to drain in Caecadno, and made in that field 168 perches. No allowance. Cost, 14*l.* 14*s.* 0*d.*

1861.—I drained 56 perches in Caegwarbwlle. No allowance for this also. Cost, 5*l.* 10*s.* 0*d.*

In 1860 and 1861 I made 14 field gates, and one gate for front of the house, sawing and chipping posts, digging holes for posts, new hinges and hooks to hang 21 gates, also small hooks to fasten them. For this I only had the timber, as and where it was felled. Cost, 10*l.* 10*s.* 0*d.*

1862 and 1863.—Quarrying, hauling, and breaking stones, and filling 406 loads of them to Caeeithin. Cost, over 30*l.* 10*s.* 0*d.*

1864.—Quarrying, hauling, breaking, and filling 209 loads of stones to Caeflandrws. Cost, 13*l.* 0*s.* 0*d.*

1865.—Quarrying, hauling, breaking, and filling 60 loads of stones to Caecefn. Cost, 3*l.* 10*s.* 0*d.*

Also 140 loads, do., to Caeceffyl. Cost, 7*l.* 0*s.* 0*d.*

Built carthouse on forks and thatched with rushes. 2*l.* 10*s.* 0*d.*

I estimate the cost at the rate paid by my then landlord, viz., 5*s.* to 6*s.*, for a man and team of horses, and it would cost me now half as much again.

Chairman—continued.

I received four or five notices altogether. I cannot say for what reason they were sent me. I also received a notice to have a lease. He said my name would be sufficient, but he wanted to have my brother's also, and I believe I know for what purpose. I used to pay the rent regularly and as punctually as any of the others. I received notice also to contract out of the new Act. When I first went there, it was agreed that I should have all the rabbits. After some years I had to give up ferretting. Ferretting only had been allowed me. The first thing after I gave up ferretting, a man came there to wire them, and killed about 300 every year for a few years, and carried them away on horseback to Noyadd. I have been helping the man to lift them on horseback

I bought two tons of wire and made the fence round 'The Leave,' in conjunction with my neighbours, and carried the timber from Cwmrhaid, all at my own expense, the timber only being given free. Cost, 70*l.* 10*s.* 0*d.*

I had to carry seven loads of flagstones from Coedshon for dairy tables and floor, and kitchen floor. To perform this journey in a day we had to start at 2 a.m. Cost, 4*l.* 11*s* 0*d.*

During these years I pulled down 180 perches of old hedges, and planted 100 perches of new ones, to square the fields, and have an entrance into them from the road. Cost, 20*l.*

After the Crippe was burnt down I had to build it up, and was allowed only some wood. Cost, 4*l.*

When the lease expired, the yearly rent was raised to 105*l.*

I cut and opened the road to the house, making it wider, and made one culvert. 1*l.* 5*s.* 0*d.*

The labourer that lived at Groes Cottage wanted a little beast-house to tie a cow. The landlord would not do it, so I had to make it myself, or lose the tenant. 1*l.* 1*s.* 0*d.*

1878.—To hauling material from Craigybwlch, Coedshon, Glanrhyderryd, and Glanrhydymoch to build pigstyes and w.c. 20*l.* 10*s.* 0*d.*

To thatching the Groes House with wheat straw. 4*l.*

Game was very plentiful there, the farm being in the centre of the preserve; shooting, only once a year.

I have seen the pheasants so numerous and tame, that they came and picked up the corn, after I sowed it, before the harrows came on to cover it.

At first I kept no sheep on the hills, and I was obliged to purchase some and place them on the mountain land. This put me to great trouble and expense. I took pains to obtain good rams—they were second to none on the mountain anywhere. I received notice that Mr. Campbell Davys required that the sheep should be bound to him on the farm on valuation. I had a large family, and could not find another farm, so I had to submit; but I was

Chairman—continued.

not happy there for a single day afterwards. On the 1st of July, 1880, I told Mr. Richard that I could no longer bear to allow the matter to remain so, viz., that my own sheep should be signed over to them, and unless this was altered, and the sheep made over to me, I would quit the farm. He answered that he did not mind, and had no objection if his father would consent. I went in a fortnight to have their reply, and was told that the sheep should not stand in my name. I then said I should quit the farm. He then asked me if I would sign an agreement to do so. I consented on condition that he also signed it. It was agreed that I should give up possession at Michaelmas, and we both signed the paper. This was on July 15, I think. Things went on very well after that until Michaelmas, when we went to value the sheep. We could not agree—they wanted to value them at market price, and I wanted them valued at stock price, as they were to remain as stock upon the farm. This was a difference of at least 6*s.* each. The agreement was silent on this point. We failed to come to an agreement the first day, as each of us stood firm, and would not give in. I sent again to the agent to fix another day, because the time was come for my leaving. When I had got the sheep together ready, the agent came and said that his master would not want the sheep at any price. At the same time he offered me 15*s.* each for the ewes, and 7*s.* each for the lambs. I moved them away at once, and took them to a place close by the town, where they were put up for sale in a week's time, and sold for double the money the agent had offered me. The agent came to the sale, and seeing so many there, tried to say that he had not given up the sheep to me. The ewes were sold, some at 30*s.*, and some at 31*s.* each, the lambs at 15*s.* and 16*s.* each. After the commencement of this dispute about the sheep, they sent men to me with orders that I should carry materials towards the repairing of the house and barn. I did so, believing they would pay me for it, but was allowed nothing. Amount due, 4*l.* 4*s.* Many other instances of a like kind could be given.

Had Mr. Campbell Davys only kept the bargain which we made at the commencement of my tenancy, and which he promised faithfully to fulfil, he would have paid me as under when leaving—

	£	*s.*	*d.*
1859—December, for dung -	30	0	0
Do. do. clover (as per bill) -	5	0	0
Total -	35	0	0

but not a penny of this sum was repaid me.

There are one or two other things I wish to state. One coursing day there, two dogs were slipped from their leashes, and so many hares rose around them, that the dogs were stupified, and stopped short, not knowing what to do.

Chairman—continued.

I now have the whole of the game and the fishing in my hand, and find it of very great service. I look after the game well, and the farm has on it as much as it will comfortably carry. Neither I nor my sons take any interest in shooting or fishing, but living as we do ten miles from Abergavenny, where the doctor and other customers reside, is very inconvenient, I find that game pays me well, although there is no attempt to make any direct profit out of it; and one of the greatest pleasures I have is to send an occasional supply to my landlord, although it is not a part of my agreement with him.

Mr. *Richard Jones.*

38,940. I should like before Mr. Evan Evans leaves to ask a question with regard to the amount that was paid to the outgoing tenant—the sum of 70*l.*, hauling to buildings 25*l.*, 10*l.* for lime and so on. When was that haulage done by the outgoing tenant?—A portion had been carried for the buildings a couple of years previously.

38,941. Was it in accordance with your agreement that the outgoing tenant should do the haulage?—I do not know about his agreement—that is, the outgoing tenant's agreement.

38,942. Is it customary for the tenants on the estate to do the haulage without having the privilege of making any charge for it?—Yes, it is. I did a good deal without getting anything for it.

38,943. So that really what was done by the outgoing tenants would also apply to you?—Yes, only that I received no benefit from the buildings, as I had to leave.

38,944. Going to the next clause in the statement, "Mr. Campbell Davys' bargain " was to repair the house for me, but when the " time came to move into it he said that he had " been offered 20*l.* more rent for the farm, and " I had to repair it myself before I could set up " a bed in the house. It cost me 10*l.*" Did he offer this as an excuse for not repairing the house—that he had been bid 20*l.* more rent for it?—I do not know what was present in his mind.

38,945. What was present in your mind?—The answer is sufficient in itself. I had to do it.

38,946. What is the custom with regard to sheep on the mountains as between the incoming and the outgoing tenant?—There are different customs.

38,947. Will you kindly state what are the different customs?—In some estates the sheep are constantly kept on the land.

38,948. And the prices are settled by valuation?—Yes.

38,949. Are they generally valued higher than the market price?—Yes.

38,950. How much per head?—About 6*s.* to 7*s.*

Mr. *Richard Jones*—continued.

38,951. When you went to this farm were there any sheep on the mountain?—They had sold as many as were near the place.

38,952. So that really the outgoing tenant had broken the custom on the estate by selling the sheep off?—Perhaps it was not in his bargain that he should do so.

38,953. At any rate you had the trouble and expense of settling the sheep on the mountain?—Yes.

38,954. And you complain of this, that when you went out the landlord was only willing to pay you really the market price for the sheep?—Yes, and he had no claim to them.

38,955. But would you have any objection to sell them to the incoming tenant provided that you had the 6*s.* or 7*s.* per head more?—I would have no objecting to selling them to the tenant, but on the higher scale.

38,956. Practically of course they would go to the tenant. You say there was a dispute between you and the landlord with respect to these sheep, and you had been trying to bargain together, and at last the agent came and said that his master was not wanting the sheep at any price. Further on you say "At the same "time he offered me 15*s.* each for the ewes and "7*s.* each for the lambs." Did the agent make that offer on his own account?—I do not know.

Mr. *Richard Jones*—continued.

38,957. Who was the agent?—Daniel Williams, of Cilycwm.

38,958. How about the manure. When you left the farm did you get payment for it?—No.

38,959. So that really you had to pay for manure when you were entering the farm, and you did not get any when you left?—No, I did not.

38,960. Do you know whether the landlord recovered any payment from the incoming tenant for manure?—No, I cannot say. The land remained vacant for a twelvemonth.

38,961. So that really the landlord had the benefit of the manure?—Yes.

Mr. *Richard Jones.*

Then it was a case of confiscation.

Mr. Gwilym Evans re called and further examined.

Chairman.

38,962. Then will you continue the evidence that we were taking?—I should like to put in some notices. Reference was made to notices which my brother has received. He happens to have two or three of them here. Perhaps they will be useful.

38,963. You had better put them in now?—These are copies of the county court papers in the case in which my brother was plaintiff (*handing same*). This is the original copy which he took of the lease or agreement (*handing same*). This blue paper referred to an order to go to Coed Shôn quarry for stone flags. I should like that blue paper read very carefully showing the peremptory instructions of Mr. Campbell Davys and the relationship between landlord and tenant.

38,964. Do you wish this blue paper read out. I think it had better be read out?—Very well, my lord.

38,965. It is an order from the landlord to draw the stone flags:—

Mr. Evans, Cwmfranfawr.

"Neuaddfawr, 1st February 1878.

The stone flags to cover Pig-stye yard walls are now ready at Coed Shôn Quarry 13 lineal yards of thin flags not over 2 inches thick and 22 inches wide. Evan the mill is also going, arrange to go together to-morrow.

Yours truly,

R. Campbell Davys.

You should go yourself and take rule to measure the flags to be not over three inches thick."

(*Witness.*) That refers to this. My brother said he had to carry 7 loads of flags and it just confirms that.

Mr. *Seebohm.*

38,966. May I call your attention if you please rather more to the general aspects of your evidence. You state I think that the fear of landlords is very general in this district?—Yes, I do.

38,967. Do you think that fear of landlords is chiefly as regards the large landlords or the small ones?—My opinion has been that the older the estate and the older the landlord the better treatment the tenant has.

38,968. And greater or less fear?—They do not come so closely in contact with the tenants as a rule, the tenants have more to do with the agent. Tenants on large estates and on old estates have more to do with the agent than they have to do with the landlord himself. On that particular point I should like to explain one thing. One of the great difficulties that has been experienced in one district in this county has been that on one estate we have had a landlord who has been an absentee landlord. I venture to say, 16 years out of the 20 he has been a good deal out of the country, not only living out of Wales, but out of the country. During that time he has had no less than 4 or 5 agents. Each of those agents comes down and has his own ideas of farming, also, I am sorry to say, they have rather a high opinion of their abilities as compared with those of the tenant farmer, and by the time the tenant farmer understands them the agents have to leave. That is a difficulty, and a very serious difficulty, that farmers have to contend with.

Mr. *Seebohm*—continued.

38,969. Do you find the same fear existing as regards a new landlord who has recently purchased an estate?—Yes; I take it that a new landlord is looked upon as a man who is very anxious to get a good return for his money, and he is a man who, as a rule, is not looked upon with favour by tenant farmers. Another class of landlord is the man who has not been trained up who has not had the early training, if you will allow me to say so, the hereditary training of a large landlord who may be placed in that position.

38,970. Would you say that on the good estates there is rather another side to the question—that there is really a very large amount of good feeling existing between landlords and tenants?—Oh, yes, I quite admit a very large amount of good feeling. I could mention an estate in this county—that is Lord Cawdor's estate—where the tenants are so situated that practically I do not believe any land court or any recommendation that might be made by the Commission could to any extent affect the tenants to their advantage.

38,971. So that the case after case of hardship which has been brought before us does not disturb the feeling that you have that on such an estate as Lord Cawdor's estate, there is really a substantially good feeling and one which you would be content with if it were universal?—The only thing in reply to that is this: What I should like to see removed is this *feeling of dependence.* When they see their sub-agent they treat him with a certain amount of respect; when it comes to the agent it is with considerable deference, not that these men particularly want it. The higher and better the class of landlord or agent the less they wish to have treatment of that sort. Still owing to former treatment, possibly of their fathers, I cannot say what it is, but there is that feeling of fear—uncertainty.

38,972. What you want to see is more independence and manliness?—Certainly; just the same as with the workmen in the towns, like we see at Llanelly. At a meeting there you will find the manager of the works and the proprietor of the works and the workmen in the same meeting, and there is not the slightest fear or hesitation in expressing opinions whether in favour or otherwise of the views held by their employer. In the country it is different, and I have given an instance of it to-day in the case of the election for the last county council.

38,973. I was going to ask you that question—whether there was a better feeling between say colliery owners and factory owners and their workmen, than there is between landlords and tenants?—I do not say there is better feeling, but there is more independent feeling amongst themselves. The collier and the tinplate worker combine, and they demand that as a matter of right which they do not ask individually as a matter of favour. The tenant farmers do not combine, and they are jealous and distrustful of each other.

Mr. *Seebohm*—continued.

38,974. Then on the whole, though there may be other sides to it, the combination of workmen has fought out its battle probably better than any interference by the law?—I am prepared to say that, and I am prepared to go further and say that if there is no Land Court, and if my opinion were asked upon the question, I should like to see a land league amongst the farmers.

38,975. Do you think that in any legislation that could be made this feeling of dependence would at all suddenly vanish?—I do not say suddenly, but it would vanish with the education that is now being given to the children, with their greater ability to understand the legislation of the day and to understand their position better. Unfortunately now the small tenant farmer if he wants to understand the Agricultural Holdings Act, or any other Act, or any other resolution or byelaw that is passed, has to go to the town or to the village, and see somebody who knows more about these things than himself, and he has to depend on that to a great extent.

38,976. I understood you to say that you think legislation is required for exceptional cases?—Yes, just as all other protective legislation is, I think.

38,977. But over and above that, what you have in view and what your evidence has in view is a change in the feelings as between landlords and tenants: you want the tenants to be more independent?—I do.

38,978. Do you think that increased education, and the experience of Parish Councils and other changes of that kind which may gradually work, must be looked for to produce that part of the change that you are speaking of?—Yes, I do; only as far as Parish Councils are concerned in some districts. I am not prepared to admit that they will be for the benefit of the tenant farmer, I am afraid it is the tradesmen and the publican who will have the best of that; the meetings will be held when the farmers are working; I am not quite sure that it is to their advantage quite in some districts.

38,979. Do you think there is a good feeling existing between tenant farmers and their labourers?—Well, I am not in a position to answer the question. The system is altogether altered since I was at home on a farm, but at that time there were farm servants and very few labourers—just a few labourers living in cottages and these labourers were not in the service of one particular farmer, but moved about from farm to farm as and when required.

38,980. From year to year?—No, from day to day and week to week.

38,981. Are they hired by the year in this part of the world?—Not the labourers.

38,982. And still do the largest proportion of the labourers live in the houses of the farmers?—My experience coming back now to the old district has been this: I find, for instance, in the old neighbourhood of my home (if I may be allowed to give a case) at that time there used

Mr. *Seebohm*—continued.

to be a Sunday School in the district; there used to be several farmers and several labourers and a large number of children the sons of labourers and farmers; I go back there now and I find that practically many of these houses are empty and that the hill side is depopulated.

38,983. Do you think that the hill side farmer is in a good position for taking advantage of education and these movements we have been speaking of?—Are you speaking of intermediate education.

38,984. Education generally?—They have greater disadvantages but I think in proportion to their disadvantage they value the advantage of education much more than the children who are better situated.

38,985. And you find that their sons often go to colleges, become ministers, and go into professions?—There are a large number of boys that were brought up in this district, sons of mechanics and artisans and small tenant farmers who hold now the best positions that they can hold in the various professions owing to the fact that they had a good school, if this particular school was not situated here, they would have been at the plough now and possibly as servile as those who were left.

38,986. With the multiplication of these good schools, do you not think that naturally there will grow up, and that there is growing up, a greater independence of feeling?—Yes, chiefly because they come in touch with men who are independent.

Mr. *Grove*.

38,987. Do you think there is sufficient labour on the land now?—I can only say that what was arable land is now being laid down to pasture.

38,987*a*. Do you think that the land would carry more labour?—The land would carry very much more labour, but I doubt very much if some of the farms were to be had for nothing it would pay to grow corn, in consequence of the foreign competition.

38,988. You think the want of labour is partly caused by the agricultural depression at the present time?—It has been gradual, but at present I believe the silver question has much more to do with the very extraordinary low values of corn now than we quite recognise; the Indian corn and the South American Republic corn being particularly cheap, owing to the exchange.

38,989. There is just one point you have not touched on in your evidence; that is the question of railway rates. Do you think they are moderate, or that agriculture is suffering because of heavy railway rates?—I was talking to one of the largest millers in Birmingham about a fortnight ago, and he said he used to buy corn very extensively in the home counties, and he assured me that he could afford to pay half a crown a quarter more for wheat of the same quality in New York than he could in Cambridge, and that there were unquestionably preferential rates between foreign productions and home productions.

Mr. *Grove*—continued.

38,990. You are speaking now of the preferential rate on foreign produce?—Yes.

38,991. But what about the local railway rates?—I think the farmers and a very large number of the small tradesmen pay what they are asked. I do not think they are quite alive to the mileage system of payment, and there ought to be some association or direction to these men to show them what they ought to pay.

38,992. You think that a freighters' association, say for the county, would be beneficial?—I do.

38,993. Are there any farmers' clubs which could bring that sort of thing about?—There is one farmers' club in the county.

38,994. Would not they take it up as far as their industry of agriculture is concerned?—I am a member of that club. I do not know whether it has been done, but I am certain of one thing: whether it has been thought of being done or not I cannot say, but as to any practical effect being given to it I can say that there has been none.

38,995. You know, of course, the Board of Trade shilling book that is published that gives you all these rates?—Yes.

Professor *Rhŷs*.

38,996. You suggested just now that all legislation or most legislation was for exceptional or bad cases?—Yes, I did.

38,997. You admit that most of the landlords about here—I think most—are good landlords?—Yes.

38,998. What you really want to do, if it could be done, would be to force the bad landlords to deal by their tenants in the same way as the good landlords do of their own free will?—Yes, and also to let the tenants know that even if the good landlord wishes to act differently he cannot do so.

38,999. I did not follow very closely whether you suggested any means?—I suggested that there should be some tribunal not too easily approached by either side. I think it is a matter of very careful consideration what that court should be.

39,000. It has been urged against any such idea that the existence of a court of the kind, although very few landowners or tenants might require to appeal to it—the very fact of its existence—would make the good landlords cease to deal by their tenants as they do now. What do you say to that?—I say that it would have that tendency which I am seeking; it would have that tendency to discontinue this dependent feeling of the tenant on the good will of his landlord, and by establishing the court I am prepared, if necessary, to admit that it would remove a good deal of the feudal spirit that is now existing in some districts; but even as to the removal of that let it be a question of arrangement between landlord and tenant and an appeal in extreme cases.

39,001. I do not quite see whether you meet the full objection on the other side, that the

Professor *Rhŷs*—continued.

good landlords would cease to take any interest in their tenants; that landlords who now feel a great interest in their tenants and are very friendly with them would cease to take any interest; in fact, that they would get into a sort of chronic sulk. Do you believe that?—I must say this, *that I have more confidence in those landlords than the people who doubt them.* I do not believe any good landlords would object to any legislation which was intended to do good and to interfere with the bad landlords: no good landlord would allow it to interfere with him.

39,002. I suppose the cases you expect to come before such a court would be a very small proportion in number?—Cases such as I have put before you to-day—leases that are in themselves a perfect justification for a Land Court and a disgrace to the county.

39,003. With regard to the schools and to the elementary education, what do you think about the boys who leave school—the tenant farmers' boys—do they get too highly educated. We have heard that they are too much educated in some parts?—I have put before you to-day, two letters which I think are very fair specimens of the tenant farmers of the present day. I do not think as to either of those letters it could be suggested that they are too well written or too well constructed, but I do believe that if our farmer's sons had better education, Land Court or no Land Court they would not stop very long in this country after that.

39,004. The handwriting of these letters is nearly as bad as my own. Would you say that they know enough arithmetic when they leave school really to do any ordinary farmer's business: do they possess sufficient facility in working figures to do their own business?—I believe the most difficult thing that a tenant farmer has to do is to keep his books—all the books he does keep.

39,005. Do they ever keep books?—Yes, as a rule a sixpenny book. They buy a sixpenny book once a year, and jot down without any arrangement just a few facts, and if you look at that book that is about the worst thing on the estate they can show.

39,006. But do you think they know enough arithmetic as a rule. So far from its being the case that they have too much education, is it not very often the case that they have too little?—No, they do not get too much education, there is no doubt about that, but I do not think in this particular district they are so badly off in that respect as they are in many.

39,007. I am coming to that; but even supposing that they had rather more education, and that a great many of them were to leave the county, is not that to be encouraged?—Certainly.

39,008. If all the farmer's sons wished to have farms of their own, what would that lead to?—Provided they had them at reasonable rates, I should encourage it.

Professor *Rhŷs*—continued.

39,009. But would there be enough for them?—No, I do not think there would.

39,010. So that we ought to encourage a certain number to go out from the agricultural districts?—Yes.

39,011. Else they would get congested?—Yes.

39,012. Now with regard to the schools; you have alluded to the Welsh College here at Llandovery. This has been undoubtedly the means of educating a great many talented boys from this part of the county, and you think that would be an advantage to have more institutions of this kind in the Principality?—Provided great care is taken to see that manual instruction is introduced into the curriculum, and to impress on the minds of the boys who take the instruction that it is quite as respectable and honourable to get their livelihood by the work of their hands as by the work of their brains, or in any other form.

39,013. You do not wish to encourage every educated man who gets honours at the university, or anything of that sort, to make it his aim to become a clerk?—No; some productive employment.

39,014. But the county councils have this matter a good deal in their own hands now, have they not?—Yes, and they are taking advantage of it.

39,015. Has the dairy instruction been satisfactory here?—Very, I think.

39,016–7. Who manages it; who publishes it and advertises it?—In this county we are affiliated with Aberystwith as far as the dairy instruction is concerned, and we are affiliated with Cardiff as far as the technical instruction is concerned. We spend 500*l.* a year on the dairy education in connexion with Aberystwith, and the balance in connexion with Cardiff for mines, &c.

39,018. With regard to the parishes you know best, what is the language of the people generally; I mean in this part?—In the immediate neighbourhood of the towns English is spoken, but Welsh is the language of daily use.

39,019. You say that on some of these estates there have been changes of agents from time to time pretty frequently?—Yes, I have given you instance where there were four or five agents in 20 years.

39,020. They all talked Welsh fluently, I suppose?—Not one of the last four.

39,021. What would make the landlord select a man who could not approach the people direct?—Well, the idea, I believe, has been that Scotchmen are good farmers. One or two of these gentlemen have been brought down from Scotland, but the experience of the farmers of this county—I appeal to those who know the county well—is that Scotch tenant farmers who have started in this county have not been successes.

39,022. There has been a small colony of them, has there not?—In places. We have had one or two successes; one or two men have succeeded, but the rest have been great failures.

Professor *Rhŷs*—continued.

39,023. About what is the proportion?—I could not say.

39,024. About?—I should say about two-thirds failures.

39,025. But would you consider it was a good thing, a wise thing, from a business point of view, for the landlord to appoint a man who did not understand the language of his tenants?—No.

39,026. Would you do that as a matter of business?—I should think that having such large interests to consider, other things being nearly equal, preference should be given to a man who could speak the language.

39,027. With a man who cannot understand the tenants, what happens. There is a go-between?—Yes, as a rule.

39,028. What happens then?—Want of confidence.

39,029. Any amount of trouble, I suppose, and misunderstanding?—And want of confidence.

39,030. How about cottages in the district. Are there sufficient cottages for the labourers required on the land?—Well, I believe there are.

39,031. You have not been much in this district lately, have you?—I can only say this ——

39,032-3. I mean that I can ask somebody else if you like?—I can only say there are some cottages that are deserted: that is to say, there are no tenants in them. I drive a good deal about the country, and the conclusion I come to is this, that there are more cottages than there are tenants.

39,034. But you do not know whether there are more cottages than would be occupied if the proper amount of labour was employed?—No, I do not.

39,035. What about the nature of the cottages here. Are they good or bad?—I would rather not give an opinion about that.

Sir *John Llewelyn.*

39,036. At this hour I will not keep you long. There is just one question with regard to the boys being brought down from the reformatories. Can you tell me from what parts they have been brought?—I believe they are from London chiefly.

39,037. Those are the boys you speak of?—Yes. I believe there is an agent at Pontardulais; I am not quite sure.

39,038. Do you know whether those boys are well looked after or not?—By the farmers?

39,039. I mean by the agent who is in charge of them?—No, I cannot say.

39,040. I am sorry to see that you say a considerable proportion of them return to their early habits, whatever those may be. Are you not aware that many of them turn out very well?—Oh, yes.

39,041. And that the object probably is for the benefit of the boys; it would not hurt the community amongst whom they are sent, but would very largely benefit the boys themselves You say that it is not a gain to the agricultural community?—I say when you come to consider that the large number of boys who have gone wrong in their early youth are sent down here to be trained, and a large number of them break out again.

Sir *John Llewelyn*—continued.

39,042. You think a good many of them do break out again?—That has been my information and it is my experience on the Bench. I have had more than one case in the neighbourhood during the last few years.

39,043. I wanted to learn from you what you know about it of your own knowledge?—I have simply given that.

39,044. I have taken some interest in these boys and have known several of them turn out excessively well, and I have known very little difficulty or danger to the agricultural community, and I wish to ask if you know of any cases in which the agricultural community has suffered through their introduction?—Of course I do not live in the country, and I cannot say beyond this, that my information is this, that it is well that they should have these boys because they could get no one else.

39,045. Then do you object because of the competition with the agricultural labourers?—Oh, dear no, on the contrary.

39,046. I suppose their introduction is to a certain extent in competition with the agricultural labourer?—Well, unfortunately I do not think there are any agricultural labourers in some districts to compete with.

39,047. Then they are better than nothing perhaps?—That is exactly the position.

39,048. I am happy to say that I know of my own knowledge some of these boys have turned out extremely well?—I do not mean to say that they do not in this county; but a large number of them go wrong. I cannot go behind the words I have down here.

Sir *John Llewelyn.*

Well, it is contrary to my experience.

Lord *Kenyon.*

39,049. Your brother has put in a number of notices to quit. Was any reason given for those?—(Mr. *Evan Evans.*) I received no reason for them.

39,050. (To Mr. *Evan Evans.*) There are three of them. Did you receive no reason for any of them?—I had five altogether, but those are all I kept.

39,051. There was no reason for any of them?—No.

39,052. None of them were acted on except the last I suppose?—On the contrary I had given no cause for receiving any of them.

39,053. Did you bring your case before the Court as to compensation for clover?—Yes, but did not proceed as the landlord pleaded the statute of limitations.

(Mr. *Gwilym Evans.*) May I explain? I know the case exactly. My brother says he did bring

Lord *Kenyon*—continued.

an action against Mr. Campbell Davys for the seeds, only for the seeds, but he did not do so for some time after he left, as you see there.

Lord *Kenyon.*

39,054. (To Mr. *Gwilym Evans.*) Did he lose it through the Statute of Limitations?—The Defendant pleaded the Statute of Limitations. That is on the face of the paper.

39,055. Did the Defendant win his case or not?—No he did not go on with it, he was in Monmouthshire.

39,056. Was the agreement a verbal one. He says in his evidence "The contract was that "whenever I moved it, I was to receive the "last two items from the landlord or recover "it?"—Yes.

39,057. Was that a verbal agreement?—He says he was for years without an agreement at all.

39,058. But was there any verbal agreement, or what—I want to know whether the contract was merely verbal or not?—Yes, verbal.

Mr. *Richard Jones.*

39,059. Do you mean to say that Thomas Jones signed the agreement of which this is the copy?—I am not in a position to prove it, but the landlord is present. Perhaps he will say whether the agreement is in force. The agreement was handed over to me as a copy and I should like the landlord to say.

39,060. At any rate we will take it for granted that this is in force unless the landlord makes a statement to the contrary, after you have given your evidence. I must say that I should be very sorry for any tenant who had to go through the form of putting his name to this agreement, because it stipulates the number of sheep which he has to keep on his farm. It stipulates further that he shall earmark his sheep only in the presence of the landlord or his agent, it stipulates further the price of the sheep at the termination of the tenancy, possibly for 20 years, whatever may be the state of the market. I must say it is one of the most oppressive agreements I have seen?—May I point out one thing more. It stipulates that the price of sheep shall be 1*l.* each. When they are handed over it is 12*s.* for the sheep and 8*s.* for the lambs; but if there are any number short it will be 1*l.* for the sheep.

Mr. *Griffiths.*

39,061. On this sheep questi n I should like to ask Mr. Evan Evans a question. (To Mr. *Evan Evans.*) What extra value per head is placed upon the sheep that have been habituated to a mountain?—From 6*s.* to 7*s.*

39,062. That is rather valuable information. (To *Witness.*) Would you think that farmers in addition to a little arithmetic should have an insight into agricultural chemistry, and so

Mr. *Griffiths*—continued.

on?—I am very strong on that myself, and, what is more, that they should have a little further education than the three Rs. They ought to be able to draw sufficiently to convey their intention. If a man wanted a little wood-work or iron-work or anything done on his farm, he should be able to show the man who comes to do it in half the time that he could speak about it.

Sir *John Llewelyn.*

39,063. Would the natural consequence of such stringent agreements be that a good landlord like Lord Cawdor would get the best tenants?—The result is this, that one bad landlord can do more harm in every possible way than six good landlords can of good, and that is the result in this county. To me the great surprise is that men who have any spirit at all stop not only in the county but in the country under such agreements as those.

39,064. Would the effect of a man desiring to remain in his own immediate neighbourhood be so strong as to prevent his going away so far as Llandilo and the neighbourhood where Lord Cawdor's property is?—It is extremely strong.

39,065. It is extremely strong as to residing in the immediate neighbourhood?—And in the old home if possible.

39,066. The old home and the neighbourhood?—Yes, the old home particularly.

Professor *Rhŷs.*

39,067. But nevertheless the tendency would be for the good landlords to have the good tenants. The good tenants would leave the bad estates?—You very rarely have a vacancy under the good landlord, because he gives the chance to his tenant's child or children, whichever it may be.

Chairman.

39,068. (To Mr. *Evan Evans.*) Some questions are put in by Mr. Vincent, "Who offered 120*l.* "for the farm?"—I do not know.

39,069. "Did not you yourself offer 120*l.* for "the farm which you got afterwards for 105*l.*?"—Yes, provided I had a lease.

39,070. "Did not Mr. Davys agree to do "certain things on the condition that you should "pay 120*l.*?"—I heard nothing except about the timber required for the wires

39,071. "Did you sign the document marked A.?" [*handing same*]—Yes, I signed many documents that the landlord read to me. The plan was, to give me notice, then send for me in August, and state that if I signed certain documents I could stay on,—if not, I was to go in September.

The following is the document marked A.:—

"Cwmfranfawr farm as now occupied by Evan Evans let to David and Evan Evans on a lease to be prepared by landlord's solicitor at the lessees' expense for 21 years at the annual

Chairman—continued.

rent of 128*l.*, free from all reductions except the landlord's property tax: the lessees covenant to fence the whole of the hill boundaries with a fence of 5 No. 5 best annealed drawn fencing wires, the landlord providing therefor the larger drawing posts, such fence to become the property of the lessor at the expiration of the lease. The landlord to put the buildings in tenantable repair and to build a pigstye and carthouse upon the lessees carrying materials to the same, and the lessees covenant to deliver all the buildings in the same state of repair as the landlord may now put them in, and to that end to perform such repairs as may be necessary during the continuance of this demise. The lessees agree to accept the lease with such conditions and reservations as is usual in such cases and as are embodied in the agreement now in force between the said parties.

W. H. CAMPBELL DAVYS.
EVAN EVANS.
Sept. 8th 1873. DAVID EVANS."

(Mr. *Gwilym Evans.*) My brother Evan Evans signed this; but I venture to express a great doubt as to the other signature. His son is in Court.

Chairman.

39,072. (To Mr. *Gwilym Evans.*) Whose is the signature you mean?—David Evans.

39,072*a*. There is Mr. Evan Evans' signature and two more. There is Mr. Campbell Davys' and Mr. David Evans.

Mr. *Brynmor Jones.*

39,073. (To Mr. *Gwilym Evans.*) David Evans is the guarantor I suppose?—The guarantor. My brother says David Evans never signed it.

Chairman.

39,074. You express a doubt as to the other signature "David Evans"?—He says that David Evans did not sign it in his presence, and I go further. I say that when the agreement was put before David Evans it was put before me at the same time, and we both laughed at it, and refused to have anything to do with it. I am speaking of the agreement that I put in.

39,075. There is a doubt about the genuineness of the signature of David Evans?—Yes.

39,076. (To Mr. *Evan Evans.*) Then Mr. Vincent asks "did you then become tenant under "document marked C. in which the rent is "105*l.*, not 120*l.*"?—I signed it, but I did not know what was contained in it beyond that he read something out.

39,077. You signed that without the knowledge of its contents?—Yes, beyond that he was reading it out.

39,078. Was that read out to you and explained?—It was read to me but not explained.

39,079. Was it read in English?—Yes.

39,080. Do you understand English?—I understand a little.

Mr. *Brynmor Jones.*

39,081. (To Mr. *Gwilym Evans.*) As I understand the agreement that is put in was made in 1874. It is dated the 28th September 1874 and then there is this paper A. which is a further agreement between the parties, which stipulates "the lessees agree to accept the leases with such "conditions and reservations as is usual in such "cases and as are embodied in the agreement "now in force between the said parties." After that Mr. Campbell Davys submitted the lease and a copy of it is set forth in your evidence?—That is so. When that lease was put before my brother and myself we saw the conditions were so thoroughly out of reason that we refused to have anything to do with it, and advised our brother to leave the farm, and did what we could to get him a farm elsewhere.

39,082. You said the conditions and reservations were not usual in such cases and were not the conditions embodied in the original agreement?—I never saw the original agreement.

39,083. (To Mr. *Evan Evans.*) The rent in the agreement of 1874 is 105*l.*, the rent on the paper marked A. is 120*l.*, and the rent mentioned in the agreement is the same, 120*l.*?—I got the farm for 105*l.*, after refusing to sign the lease at a yearly tenancy.

(Mr. *Gwilym Evans.*) I think I can clear that up. It was this way. The rent was 105*l.* He was receiving repeated notices. At last we were anxious that he should have a lease. There was a promise of a lease provided he paid 120*l.* When the lease was not signed my brother, I understand, remained on the farm at 105*l.*; the old rent; but without a lease. It was 100*l.* at first; then it was 105*l.*

Chairman.

39,084. (To Mr. *Evan Evans.*) Mr. Vincent also asks "Was not the farm cheap at 105*l.* in "1874"?—No, it was not. I have not found it cheap.

39,085. "Was not the farm cheap at 105*l.* in "1874"?—No.

39,086. "Do you know that 300*l.* were spent "on your farm by the landlord?"—Not in my time.

39,087. And 100*l.* on draining?"—Not in my time.

39,088. "Were you not permitted at your own "request to throw the farm up at six weeks' "notice?"—Yes, because of the sheep.

39,089. Did you sign the document marked B [*handing the same to witness*]?—Yes.

The following is the document marked B:—

"I the undersigned do hereby agree to surrender and yield up to my landlord W. H. Campbell Davys on the 29th September next the farm lands and tenements I now hold of him called Cwnfranfawr and Cripaucochon free from all spoil and all in accordance with the terms of my agreement of tenancy dated the 26th September last as if I have received notice to quit as

Chairman—continued.

therein provided in consideration of my landlord's accepting of this surrender of my tenancy which I do hereby execute this 16th August 1880.

EVAN EVANS.

Witness
David Davies,
Butler."

Chairman.

39,090. (To Mr. *Evan Evans.*) Mr. Vincent also asks—"Did you lose anything over the "sheep?"—No, I did not, because I decided to take them away.

39,091. "Although you did not keep your agreement?"—By permission it was broken with regard to the sheep.

(Mr. *Gwilym Evans.*) May I be allowed to explain one thing there? The agreement was silent as to the valuation. My brother contended that the sheep should be valued as stock. They contended that they should be valued at market price. As the agreement was silent my brother took away the sheep to the field near this very town, and when the auctioneer was putting them up for sale the agent went into the field and tried to create a difference or doubt in the mind of the purchaser. My brother had double what he was offered by the landlord or his agent.

Chairman.

39,092. (To Mr. *Gwilym Evans.*) That was a difference of 6*s.* each?—No; Mr. Campbell Davys, or his agent, offered 15*s.*, and my brother sold them for 30*s.*

Lord *Kenyon.*

39,093–4. (To Mr. *Evan Evans.*) I think in your answer to me you said you had had no agreement?—Not for years at the outset was what I said.

Chairman.

39,095. (To Mr. *Gwilym Evans.*) These are questions put by Mr. J. E. Vincent. "Do you "know that the tenant of Penlan has had an "abatement of 10 per cent. on his last three "rents"?—No, I do not. I do not say that it is not so. I am not in a position to say of my own knowledge.

39,096. "Have you ever known any of the "penal clauses in Mr. Campbell Davys' agree-"ment to be enforced"?—I do not know of any, but I know of their being kept as a threat over a large number of the tenants.

39,097. You know of their existence?—Yes.

39,098. "Do you know anything, except what "the tenant has told you, about Penlan"?—Yes, I do. I know what others have told me, but I know nothing of my own knowledge, except the fact that the agreement is there and speaks for itself.

Chairman—continued.

39,099. "Do you deny that 50*l.* has been "spent on Penlan by the landlord"?—It will simplify matters very much if I say that I know nothing beyond the facts I have put in this paper, and that the agreement is what I rely on mostly.

39,100. "Please refer to the agreement with "David Evans. What section, other than sec-"tion 33, which is optional, is avoided"?—I have not followed this very carefully, but there is the provision as to quarterly rents. Is not that an extraordinary provision?

Mr. *Brynmor Jones.*

39,101. Section 33 is the one as to length of notice; that is optional?—Yes, but the quarterly rents are payable in advance.

Chairman.

39,102. "Have you not heard that some "tenants prefer this short notice"?—No, I have not heard of such a thing.

39,103. "Are the references to the Neuaddfawr "estate made by you concerned with the time "of the present or the past owner"?—The past owner chiefly.

39,104. "Am I to understand that one of the "agreements which you have submitted was in "fact never an agreement at all, and was never "executed at all"? That is the one that was not signed I take it; the one that was refused to be signed?—The principal agreement was not signed, the agreement where David Evans' name is entered as a guarantor.

39,105. I think that is the one that is referred to.

Lord *Kenyon.*

39,105*a.* It was a lease; not an agreement?—A lease. It was not signed, because David Evans refused.

Chairman.

39,106. It was never executed at all, on account of the refusal of the tenant to sign it?—No; the tenant would have signed anything in order to keep his family going anyhow. It was the tenant's brother, who was to become the guarantor, who declined to have anything to do with the lease. The tenant would have signed anything.

39,107. The tenant would have signed it, but he was prevented from signing it by his guarantor his brother?—The tenant had to sign it before he had it.

39,108. It was placed before him and he refused to sign it?—No, he, the tenant, signed it. It was then brought down to Llanelly to be countersigned by the guarantor, and the guarantor knew a little too much and would not sign it.

Chairman—continued.

39,109. Then Mr. Vincent asks, "Will you "mention any condition in any of the agreements "which is, to use your word, 'impossible'?"—Well, I would respectfully ask the Commission who have read these agreements whether it is necessary for me to give an opinion of these agreements after what has been said by members of the Commission. I am quite prepared to go through the agreements and point out every case if you wish, but the agreements on the face of them are so—well, so unreasonable that I have no hesitation in saying that it would be difficult to find anything like them in the country.

Mr. *Brynmor Jones.*

They are the most stringent that have yet been laid before us, I think.

Mr. *Richard Jones.*

39,109*a*. We have had agreements before us where a stipulation was made that sheep should be taken at a valuation, but never that they should be taken at a fixed price?—And not only at a fixed price, but there is one thing here that I had not thought of before. He pays 12*s*. and 8*s*., 12*s*. for the sheep, and 8*s*. for the lambs. Every year the landlord has the advantage of seeing what the numbers are, and he has absolute power to give this man notice whenever he likes, and if the sheep are few, owing to some cause the tenant may have no control over, the landlord may give him notice to leave; what is the result? He has to pay 1*l*., the price of a sheep and a lamb, for every sheep or lamb that is short.

Chairman.

39,110. There is a second question on that by Mr. Vincent. "Is it impossible not to break up "old pasture or not to take more than three "successive green crops or to put in lime?"—No, it is not impossible, but I do venture to say this, that it is very impracticable to go and ask a tenant farmer to tie himself down to pay 50*l*. an acre for doing so, whereas the land itself is not worth more than 15*l*.—the freehold of it.

Chairman—continued.

39,111. Then another question by Mr. Vincent is this—"Was not the Squire of the parish whom "you named beaten at the County Council Elec-"tion partly because the Conservatives ran two "candidates?"—I really do not know, but I may tell you this, that a majority of the voters in this particular parish at all events had a greater respect for the man who had trouble in getting a seconder than for the man who ought to have been carried shoulder high on the back of every tenant farmer in the district if they were properly treated.

39,112. Then there is a question by Mr. Llewelyn Williams "When you say that on "Lord Cawdor's estate the tenants have nothing "to desire, you only allude to farms you know "yourself of; there may be grievances that you "do not know of?"—I cannot say I know much of Lord Cawdor's estate, but I know there is one very good custom in connexion with the estate, that when a man dies and his widow is left great concessions and considerations are given to her to bring up her children and so on. I am only speaking from general impression; I have not any facts to put before the Commission. It is generally regarded as a good estate.

Mr. *Griffiths.*

39,113. (To Mr. *Evan Evans.*) Would you kindly tell us who informed you that there was an offer of 120*l*. for this place?—The agent sent to tell me.

Professor *Rhŷs.*

39,114. Is this difference between the prices of sheep, the market price and the stock price, a recognised thing, or is there anything new about it, or was there anything new about it at that time?—It is always in every valuation.

39,115. It is understood?—Understood.

39,116. Why was it not in the agreement?—I do not know. (Mr. *Gwilym Evans*, interposing.) He did not draw out the agreement himself.

Professor *Rhŷs.*

39,117. (To Mr. *Evan Evans.*) But it ought to have been in the agreement, ought it not?—Yes.

The witness withdrew.

Mr. JAMES EVANS (of Dolauhirion, Llandovery) called and examined.

Chairman.

e 38,769, 934.

39,118. You have heard the evidence of the last witnesses?—Yes, my Lord.

39,119. You understand English?—Yes, a little.

39,120. Sufficiently well to follow the evidence that was given?—Yes.

Chairman—continued.

39,121. And the evidence was correct as far as you were concerned and as far as you know the circumstances of the case?—Yes, my Lord.

39,122. Is that all you wish to say?—Yes.

The witness withdrew.

Mr. William Davys Harries Campbell-Davys called and examined.

Chairman.

39,123. Would you kindly tell the Commission where you live?—At Neuaddfawr, 5 miles from here.

39,124. Is there anything you wish to say with regard to the evidence which you have heard this morning?—First of all the matter occurred in the year 1859, or commenced rather then, during my father's time.

39,125. Which matter, if you please?—The matter that has been gone into this morning as regards me. It occurred in the year 1859, and therefore I know nothing of it. Next there was produced an agreement signed by Mr. David Evans, and if that agreement is produced to me I am prepared to look at the signature and to say that I think it is signed by Mr. David Evans.

39,126. That is the paper marked A.?—I have no papers before me now.

39,127. When did you go into your property?—My father died in the year 1885.

39,128. Look at that document [*handing document A. to witness*]?—Is it intended that I should say who signed this agreement? I do not notice my signature as witness to this agreement, but I notice that the document is in my handwriting, and from recollection—it is now 11 years ago—but from my recollection, and with two letters that I have to compare with the signature, I say this is without any doubt the signature of David Evans, to take the farm at 120*l.* a year, which subsequently was given at 105*l.* I have also to say that the said David Evans paid the costs of the preparation of that agreement to the solicitor who drew it. I did not draw it—the agreement that is found fault with here.

Mr. *Brynmor Jones.*

39,129. It is more than 11 years ago; it is in 1873?—I am talking now of this agreement with regard to the signature of David Evans.

39,130. What is the date of it. I make it September 8th, 1873?—Yes, in 1873. I said 11 years ago next September; that would be 21 years. Well, it is rather a long time to remember; it is 21 years ago. It is a long time to be hauled over the coals for.

Chairman.

39,131. Your belief is that that is the signature of David Evans?—So much so that I can produce the correspondence with David Evans referring to this lease. Here are the letters. I am sorry that there should have been any imputation in the way of saying that David Evans did not sign this agreement, because I produce his letters with reference to this very agreement, and also I can produce his receipt for having paid the solicitor's bill who drew the agreement which was based upon this.

Mr. *Grove.*

39,132. You say "with reference to the agreement." Do you mean in accord with the agreement, or disagreeing with it?—Being drawn by a solicitor, I can give no opinion.

39,133. But you say that David Evans has sent you a letter relative to that agreement?—I did not say that David Evans did anything with me. I was not the possessor of the property at the time. I am only referring to letters that I have found directed to my father referring to this agreement, and also I can prove that the said David Evans paid the solicitor's costs.

39,134. Although that letter is addressed to your father, have you read the contents of it yourself?—Certainly.

39,135. You have?—Carefully.

39,136. Is that a letter disagreeing with the agreement, or refusing to sign the agreement, or what is the object or nature of that letter?—Well, it is simply this. Here are two letters [*handing same*], and perhaps I should hand you in the original agreement again, to compare their signatures [*handing back document marked A.*].

(Mr. *Gwilym Evans.*) I simply say that the signature now and 21 years ago are very different. That is all I have to say. I do not deny that that is the signature. He has altered his signature very much; that is all I know. I am quite prepared to admit that that is the signature.

Lord *Kenyon.*

You admit the signature. That will save trouble.

(Mr. *Gwilym Evans.*) Oh, yes, I think so.*

Chairman.

39,137. Is there anything else you would like to say?—Certainly. One of the Commissioners mentioned just now with reference to this sheep question and mentioned that it would be a loss to the tenant to go into a farm at a fixed price for sheep and at that fixed price to give them up. Now I beg leave to mention this, that the lower the price the sheep are given to the incoming tenant when he enters the farm the better for the farmer, because he thereby saves a certain amount of capital. A certain agreement has been produced here, showing that the sheep were to be given up at the expiration of the tenancy at the same price as was paid for them at entry. Now if that price was cheap at entry, surely the farmer has the

* Mr. *Gwilym Evans* subsequently explained that in questioning the signature he was referring to the proposed lease and not the preliminary agreement, hence the misunderstanding.

Chairman—continued.

benefit of that at once when he enters the farm, and as a matter of fact I can prove—the agreement has been put in here—that the farmer actually sold those sheep within a month of entering the tenancy, or within a very short time, at an actual profit. Surely it is rather hard that that agreement should be put forward here as a loss to the tenant, when he was getting the sheep, in fact, too cheap in the end. Of course the matter of the sheep is a very vexed matter, because the point is to get the same sheep and the same stock when the man leaves as when he went in. It is a very good thing for the farmer to get the sheep cheap when he enters the farm, and I cannot think it unfair that he should only get the same for the sheep when he leaves the farm.

39,138. Is there anything else?—Only that I would wish to impress upon you that this man, David Evans, is no tenant of mine. He has never been tenant of mine.

Mr. *Brynmor Jones.*

39,139. I thought he left in 1880?—Yes, and I said my father died in 1885.

39,139*a*. Had Mr. Evans gone in 1885?—The correspondence and the leases show that he left in 1880, I think, or in 1872, or something like that. It is rather a long time ago.

(Mr. *David Evans.*) In 1880.

The *Witness.*

I should like to say with reference to this farm at 40*l*. a year the man was in very bad circumstances, and the farm was given without any security. A reduction was made of 3*l*. off the 40*l*. Another 10 per cent. has been given the last three half-years off that 40*l*., making altogether in round numbers 7*l*. a year off the 40*l*. I never heard any complaint from that man, nor I think will that man enter this box and make a complaint against me before the Commission.

(Mr. *Gwilym Evans.*) I hope the Commissioners will ask the tenant. He is here.

Mr. *Brynmor Jones.*

39,140. (To the *Witness.*) Will you permit him to come?—I have never had any correspondence with any of my tenants with reference to their coming here. I have asked some of them to come here.

Chairman.

39,141. What is the name of the 40*l*. a year tenant?—Another Evans, I believe.

Mr. *Brynmor Jones.*

39,142. Is it David Evans?—Yes.

39,143. David Evans, of Penlan?—Yes.

Chairman.

Is Mr. David Evans, of Penlan, in the room?

(The Reverend *Thomas Evans.*) My Lord, if I am allowed to speak, I will answer for him. It is my doing bringing that agreement. David Evans is my brother. I have a copy of that agreement. I took a copy of it.

Chairman.

If you represent your brother, will you kindly come and say what you have to say when we have heard the evidence of this witness.

39,144. A question is handed up "Was not "Mr. Campbell-Davys the only son, and was he "not assisting to manage the estate"?—At what time?

39,145. At the time when this transaction took place?—It is so long ago now that I cannot say.

39,146. Can your memory carry you back 20 years, and can you answer the question whether you were assisting to manage the estate in your father's time?—Oh, certainly.

Mr. *Brynmor Jones.*

39,147. You signed the agreement for him—the paper marked A?—I signed it.

39,148. I understood the signature to that document of September 8th, 1873, was in your handwriting?—It is quite a mistake. I could not let a farm which did not belong to me.

39,149. You could act as agent for your father if he gave permission?—He signed it himself.

Chairman.

39,150. I must have an answer to this please. "Were you the only son, and were you not "assisting in the management of the estate at "that time"?—At a certain time; I do not know what time; a certain time I was; I do not know what time is referred to; we have gone over a period now of 35 years.

39,151. Well, in 1880, the time when this gentleman left the farm, were you helping to manage the estate at that time, five years before your father's death?—Oh, certainly.

39,152. Then there is a question by Mr. Gwilym Evans: "Is not this document dated "1879 signed by Mr. D. Campbell-Davys." It is a receipt "received of Mr. Evan Evans, July "1st, 1879." Is that your handwriting [*handing document to witness*]?—Certainly.

39,153. That was in your father's lifetime, six years before his death?—Certainly.

Mr. *Brynmor Jones.*

39,154. We have had mention about the words "on account" being put on receipts. You do not wish to rebut the statement made by Mr. Gwilym Evans in reference to that, do you?—I should like to explain that if one cannot get the amount of rent I do not know any other way of putting it except by the words "on account."

39,155. But had you given an abatement of so much per cent.?—The abatement would only be given when the rent was paid, the balance, and in the meantime the receipt would be given "on account."

39,156. Yes, but had you announced in any of these years that you were going to give an abatement of so much per cent of the rent?—The reference brought forward was a mere gift to the tenant. It was given when he left I believe. On the day when he left the balance was paid and on that day the 70*l.* was handed to him as a gift.

39,157. But according to the evidence when the tenant left you demanded the balance from him?—The balance left the 70*l.* the present. He was given a certain amount, I do not know what, because I do not know exactly what the figures are now, but a certain heavy allowance was made to him although he was leaving on that day.

39,158. But the point is did you demand that abatement when the tenant left the farm?—The letter to which that refers has never been produced to me.

39,159. I do not know what the tenant's name is, but your name was mentioned in connexion with this abatement?—There was some letter handed in I understand which I have never seen. I do not know what that refers to. Therefore I had better see the letter first before I answer. There was some letter handed in.

39,160. I thought you had better have an opportunity of explaining it, and that was the reason I was putting the question?—I am very anxious to explain that when I did not receive the full amount of course like many other people I put "on account of," and if no settlement was come to for many years I should be obliged to keep putting "on account."

39,161. But we have always understood in this country that when a landlord gives an abatement he gives it once and for all. If he has promised a 10 per cent. abatement he does not treat the payment of 90 per cent. as a payment on account, but he gives a receipt in discharge?—Certainly, but this only refers to one isolated case in which there was no settlement of rent for some years, and in the meanwhile a receipt was given on account.

Lord *Kenyon.*

39,162. There were arrears, I understand?—There were arrears, yes.

Mr. *Brynmor Jones.*

39,163. But even if the tenant was in arrear, if you did not exempt him particularly, he would expect to get the abatement when it was given?—But, in this case, it was not a general abatement all over the estate; it was an abatement of some 5*l.* a year, as a matter of conversation between the landlord and tenant, and as it was a matter of honour, at the end of the year I gave him, I think, 70*l.*; but we never settled the rent for some time.

39,164. You say you did give him 70*l.*?—I think I can produce the account; I do not say 70*l.* exactly, because I do not know the letter referred to; but I know it was a large sum of money. I do not know really what sum, but I should be delighted if you would ask the tenant in the room.

39,165. It was put the other way, that the tenant paid 70*l.*?—Then the boot was on the other leg. I should like to ask the tenant how much he was allowed on that date. Was it 70*l.*? [*addressing a man in the Court*].

39,166. Is this the tenant referred to?—Well, I cannot tell without having seen the letter.

Chairman.

39,167. There is a question handed in by Mr. Gwilym Evans, "Have you ever put in your "'receipt, 'in discharge of improvements'"?—I dare say.

Mr. *Richard Jones.*

39,168. Is there anything sacred in the number 419?—The same number, I suppose, a man would have when he went in.

39,169. Do you not think it rather humiliating on a tenant to bind him down to a particular number of sheep?—It plays both ways Of course, when he goes out he delivers the same number.

39,170. But he ought to be a judge of a thing of this kind—how many sheep a hill would carry?—It is well known that stocks are always kept at something about the same figure. They always remain at about the same figure.

39,171. And, again, if you fix the price that a tenant has to pay for sheep when he goes in, and he has only got the same amount when he goes out, what encouragement is there for the tenant to improve the class of sheep?—Well, it acts both ways, of course. He tries to make it as poor as possible, I suppose. Hill sheep cannot be improved in size; they will not live on the ground.

39,172. You can improve the breed of Welsh sheep, certainly—most certainly. I am rather too practical for you to try to convince me about that?—Large sheep will not live on high land.

Mr. *Richard Jones*—continued.

39,173. No, it is true that large sheep will not, but you can improve the class of Welsh sheep, without having them large?—Well, we have heard of losses in that way.

Lord *Kenyon.*

39,174. I understand that you only put "on account," when there are arrears of rent, and not when you had given an abatement, and the rent less than abatement was paid in full?—Oh, of course not; I am much obliged to your Lordship for clearing that up.

Lord *Kenyon*—continued.

Mr. *Griffiths*

39,175. Would not the fact that these sheep being sold at 30*s.* per head, in a public market, go to show the unreasonableness of the offer made by the landlord of 15*s.* per head?—Probably they did not all realise 30*s.*; only a few selected ones; so that would not give a guide to the value of the whole of them.

The witness withdrew.

The Reverend THOMAS EVANS called and examined.

Chairman.

39,176. Where do you live?—Henllys, Llandovery.

39,177. How far is that from here?—Two miles from here.

39,178. To what Church do you belong?—The Church of England.

39,179. What have you to say?—With respect to this agreement, it is my doing that it has been brought here before the Commissioners. With respect to Mr. Campbell Davys' agreements, there is great difficulty in getting any copy whatever. This happened to be signed by my brother; he did not know what was in it, and I had warned my brother before, that if ever an agreement was brought before him, he was to send to me.

39,180. That is your brother David Evans?—Yes, David Evans; he had to sign this agreement. And I must say this also with respect to the explanation about asking the tenants to sign these agreements, I think it is a perfect disgrace to the country that such a thing is allowed. The agreements are not explained as they are read, and I am quite certain of this: that Mr. Campbell Davys has not one tenant that will understand one of those agreements; they may be read through there, and they are asked to sign, but they do not know what they are signing. This agreement came into my hands, and I copied it. It was to be returned within a few days. I copied this agreement, and that is how I got hold of it; I believe that is the first agreement that has really seen daylight.

Sir *John Llewelyn.*

39,181. Are the clauses in it stringent?—Yes, very stringent.

39,182. Are they acted upon?—No, they are not acted upon. Mr. Campbell Davys says that my brother is in poor circumstances. That is true, but we have been on the Neuaddfawr estate for, I should say, a century or nearly so. We have never owed any money either to Mr. Campbell Davys, Jun., or to his father. If my brother is short of the rent, which he very often is, I see that Mr. Campbell Davys gets his money, so that he is perfectly certain of his money. I have assisted my brother for years and years, but I am certain of this, that Mr. Campbell Davys shall not lose one penny through my brother being poor.

Sir *John Llewelyn*—continued.

Chairman.

39,183. This is the agreement of which you took a copy in 1887?—I do not remember the date, but I guarantee it is a correct copy.

39,184. Of the agreement which you say is a disgrace?—It is a disgrace that a tenant should be allowed to sign a thing that he does not understand, and I may say the same of all Mr. Campbell Davys' tenants.

39,185. You say this agreement was put before your brother?—Yes.

39,186. And he was requested to sign it?—Yes.

39,187. Not understanding it?—Not understanding it.

39,188. Not understanding in the least what was in the agreement?—No.

39,189. And that that is the case to your knowledge on the estate of the gentleman who has just come before us?—Yes.

39,190. Is there anything else you wish to say?—No.

Mr. *Brynmor Jones.*

39,191. Has Mr. Campbell Davys given any abatements to your brother during these bad

Mr. *Brynmor Jones*—continued.

years since 1879?—Well, he has made an abatement of 10 per cent., but he has put down "allowed for improvements," as it is on all the estates, I understand. I have seen one of the receipts; I have not seen my brother's, but I understand that that is so with all.

39,192. You mean the balance of the rent is put down as being due in respect of improvements?—No, I beg pardon. He has given a return of 10 per cent. this year, but the 10 per cent. is put down on the receipt as "Allowed for improvements."

39,193. Allowed for improvements effected by the tenants?—Yes.

39,194. So that in case the tenant at the end of his term were to apply for compensation this 10 per cent., which he calls abatement, would be put against him in valuing for compensation?—Yes.

39,195. Have you seen another receipt of that sort?—I have only seen one. I was so astonished at seeing this one that I copied it, and I have made inquiries since of other of his tenants, and they seemed to be all the same as far as I could find out.

Chairman.

39,196. Might I ask this question: Would you be in favour of a land court before which cases of this description might be taken?—Yes, I should be in favour of some sort of tribunal. I certainly would.

39,197. A tribunal that would prevent the recurrence of these things?—There should be justice on both sides. I do not say but that there are bad tenants as well as bad landlords, but there should be justice on both sides.

39,198. A question is handed up by Mr. Vincent—"Did not your brother have his agree-"ment to take home and consider?"—Yes, that is how it came to my hands. I lived at the time in Swansea, and it was sent down to me in Swansea, and I copied it, and if Mr. Campbell Davys himself denies its contents I may say that in a friendly way I asked him to withdraw these agreements because they were a shame to the country. He made no promise to withdraw them, but he gave me to understand that he would take them in. I reminded him again about three months afterwards, and he gave me a very short answer, that he would not wish me to mention to anybody about these agreements—that he did not want people to know about the agreements.

39,199. That is all you wish to say?—Yes.

The witness withdrew.

Adjourned for a short time.

Mr. John Pugh Carbery Vaughan Pryse-Rice called and examined.

Chairman.

See 37,825.

39,200. Will you tell us where you live?—Llwynybrain.

39,201. How far is that from here?—Between two and three miles.

39,202. What do you wish to tell the Commissioners?—I wish to refute certain statements that were made yesterday at Llandilo regarding my farm at Pentre-Meurig. I was unable to attend at Llandilo, but the case has been reported in the papers, I cannot however say whether it is accurate or not. It was kindly handed to me by a friend early this morning, that is to say, just before the Commission arrived.

39,203. Whose evidence do you wish to speak to?—The evidence of Mr. Llewelyn Williams. He stated a good deal about Pentre Farm which was not quite accurate, but very probably he did not know as much about it as I do. He further stated that, "On the death of Major Rice, "after a short interval, on Morris leaving, the "farm was rented by a tenant named Davies, "who still lives there, who has five sons and "two daughters working hard on the farm and

Chairman—continued.

"improving it. His rent is, I believe, 280*l.*, but "he has no security that it will be continued at "that price after the farm has been increased in "value by the expenditure of his capital and "his children's labour." He has a 21 years' lease, and I being merely a tenant for life, it is all I could grant to any tenant. I wish to refute that. With regard to Mr. Gwilym Evans, I think Lord Kenyon asked him whether landlords did anything for their tenants here, and I think perhaps I may remark that for three years I held an agricultural show for the benefit of my tenants, which cost me 90*l.* a year clear; that is a matter of detail. I have spent one third of my income on buildings for my tenants, never taking a halfpenny back. Further, I had a shire stallion down for the use of my tenants and the neighbourhood, which they were really too apathetic to send mares to. That horse's progeny is now winning at every show—that is to say, ploughing matches and things of that sort.

39,204. Did you keep that horse free for your tenants?—No, I did not keep him free; I charged them a sovereign; I think I charged

Chairman—continued.

the country two guineas, and my tenants one guinea generally. I have nothing further that I wish to say.

39,205. Might I ask you how many tenants you have?—The policeman has taken the rent roll away. I think it is about 72 agricultural tenants. I should like to point out one thing if I may, namely, that Mr. Gwilym Evans has evidently been trying to get my tenants who have complaints to come forward, which I think it is very right of him to do. I am the person who wrote them a letter, so that there should be no misunderstanding, saying that they should come forward if they wished it. I very much regret it, or rather I should say I am very pleased from a certain point of view to find that only one tenant out of my number has come forward as yet, and he, I venture to say, has come forward under compulsion.

Mr. *Richard Jones.*

See 37,961–2.

39,205*a*. Have you announced to your tenants that they were at perfect liberty to come forward?—Yes, my letter was handed in to the Commissioners yesterday, at Llandilo. It was dated March 22nd, which was as soon as I knew that the Land Commission was going to sit here, having seen it in the "Western Mail."

Mr. *Grove.*

39,206. That is when the dates were fixed?—Yes. Perhaps I might mention that it is a well known fact on my estate that any tenant who likes can have a lease, and also that no farm on the whole estate has been increased, but as I can prove by my rent roll, several farms have been let at a lower value when the tenants asked me, and said that the farms were too high.

Mr. *Richard Jones.*

See 38,769–38,770.

39,207. Did you give Mr. James Evans, Mr. Gwilym Evans' brother, a notice to quit last year?—Yes.

39,208. What was the reason?—The reason was that he was reported to me as having been shooting close to the covers, but I had no means of ascertaining at the time whether he was shooting rabbits or game.

39,209. Do you not think it was your duty to ascertain first of all?—I had no time. I should have had to allow him to remain there a year if I had not given him the notice at once. As soon as I ascertained what he did go to shoot, I tore his notice up.

39,210. Was it on the land that he occupied from you?—I am unable to say whether he fired the shot on the land that he occupied from me, or whether he fired it in the cover and got over the cover hedge—it was as near as that—I cannot say whether he was inside the cover or out. I may state perhaps with regard to game and rabbits on my estate, as the matter has come forward, I have my game books here, if the Commissioners would like to see them, and all my tenants, if they do not understand it, ought clearly to understand that I ask them not to employ any outsider to kill their rabbits, and that I will send my men to do it, and give them the rabbits free of expense. The expense is mine in sending the men to kill the rabbits. Also I give them, whenever I shoot, a brace of pheasants, and I have killed 45 pheasants, and come back with one for myself, which seems a small per-centage perhaps.

Mr. *Richard Jones*—continued.

39,211. You have had no complaints on your estate as to the quantity of game?—No, certainly not. I cannot call to mind a single complaint. If you will allow my agent to come forward, he can say the same thing, I think.

Chairman.

39,212. The following questions are put in by Mr. Llewelyn Williams. "Do you consider that "the buildings of Lasallt Isaf are in a good "state of repair"?—Certainly not, but being but a tenant for life I am unable to repair them, as my trustees intend selling a part of the property.

39,213. "Is it true that the tenant of Lasallt "Isaf had notice to quit recently"?—Not that I know of. I have never heard of it. Someone else may have given notice. I did not. I think he is here now. I do not think he has had notice. Somebody might call him in from the next court, and I should be glad, because it seems rather a funny statement to me. *See* 37,825, 39,412.

39,214. "Do you agree with what was said "about the leaving of Mr. Lewis Hillman"?—I do not know what was said about the leaving of Mr. Lewis Hillman. *See* 37,826

39,215. What was said was this: "Last year "for instance, Lewis Hillman, of Waunrhebog, "a tenant of Llwynybrain, was turned out of "farm and home without any compensation for "the improvements he had made. His family "had lived at the farm for generations—as far "as the memory of man can reach—he had "been brought up on the farm, and had grown "to love it. Recently a new house had been "sold; he himself had built at his own expense "sheds for cattle, and had been at great pains "to beautify the surroundings of his home. "He tried every means to induce his landlord "to allow him to remain, but nothing availed. "The only conceivable reason for evicting him "was that his wife had been caught by the "gamekeeper setting a snare to catch a rabbit "in the garden hedge"?—I think, my Lord, in the first place, he says that he built the house at his own expense. I did not quite catch that. What did he say about the building?

39,216. No, "he had built at his own ex"pense sheds for cattle, and had been at great "pains to beautify the surroundings of his "home." A new house had been built; he did

Chairman—continued.

not build the house?—I built an entirely new set of buildings at Waunrhebog. He was not, nor was his wife, given notice for killing the rabbits. I believe she did kill the rabbits, in fact I know she did, but he was not given notice for that reason.

Mr. *Richard Jones.*

39,217. Would you mind stating what was the reason?—Am I obliged to state the reason?

Chairman.

39,218. You need not if you do not wish to?—I do not mind telling the reason; it was because Waunrhebog Farm was a most extraordinary taking. He ought to have paid a certain amount of rates, and instead of that Glasallt Fawr paid the whole of the rates for Waunrhebog and themselves, and my wish was that he should pay it, and I asked him four or five times to do so, but he did not take the trouble to do so, so that I gave him notice.

Mr. *Richard Jones.*

39,219. So that it was really to try to have a change in the incidence of taxation?—It was really to try and get fair play for Glassallt Fawr.

Mr. *Richard Jones*—continued.

I do not see why one man should pay for another man's land.

Chairman.

39,220. These questions are also put in by Mr. Llewelyn Williams: "When did you know "that the Commission were coming to Carmar-"thenshire?"—Well, I really do not know. I think the first intimation was when I saw it in the "Western Mail."

39,221. "Did you know that the Commission "were in Glamorganshire in the summer of last "year?"—I am afraid I do not know anything about where they were. I do not think I noticed anything about it in the papers.

39,222. "And did you know that meetings "were held in June last to prepare evidence for "the Commission?"—By the farmers certainly. There were certain meetings held about the country, I believe. I took no interest in them.

39,223, "How was it that your notice was "only sent out in March last?"—Because it was the first intimation I had of the date when the sittings would be held.

39,224. Do you wish to make any statement with regard to the evidence of Mr. Gwilym Evans?—I do not wish to make any further statement.

The witness withdrew.

Re-examine 39,412.

Mr. David William Jones Thomas called and examined.

Chairman.

39,225. You are a solicitor, and you live at Brecon?—Yes.

39,226. You own 1,000 acres in this neighbourhood?—Yes, about that.

39,227. Do you consider that difference in language and religion alter the relations between landlord and tenant?—I do not find it so at all. It would be more convenient if I could talk to some of the tenants in their own language.

39,228. What do you charge per acre as an average rent?—I find that upon the estate I inherited—the estate proper—it comes to 15*s.* an acre, but including farms that I have bought recently, it makes it 16*s.* 6*d.*

39,229. Have you made any permanent reductions in rent?—No permanent reductions, but I have allowed 10 per cent.

39,230. You have allowed 10 per cent. in 1886, 1887, the first half of 1888, the second half of 1892, and the whole of 1893?—Yes, up to the present time.

39,231. Have you anything to say about the rents on your estate?—I consider them fair and I do not think they are higher than the neighbouring estates.

39,232. When do they pay the rents?—I receive them about twice a year, from four to five months after they become due.

Chairman—continued.

39,233. I understand the tenant pays the tithes, land tax, and rates, and the chief rent and income tax are paid by the landlord?—Yes.

39,234. Does the tenant still pay the tithes then?—Not in all cases. Upon accommodation lands I pay tithes and taxes, and upon some holdings I pay tithes, but as a rule the tenants pay them.

39,235. What is the custom as to outgoing tenants?—I am not aware of really any custom in this part of the world, but there is a very bad practice of outgoing tenants selling everything they have upon the farm, even down to the manure, which I consider very detrimental, as well to the interests of the tenant as to those of the landlord.

39,236. Do you preserve game very much?—I do not keep a keeper myself; my tenants look after it for me.

39,237. And the effect of that upon the relationship between your tenants and yourself is that it is very friendly?—Yes. They give me very good sport.

39,238. Do you complain of the law as regards trespass?—I find that the tenants do. They have complained to me, some of them, that during the summer months they are very much trespassed upon by people going over their lands after blackberries, mushrooms, and nuts.

Chairman—continued.

39,239. Can you tell us anything about improvements?—I have of late years improved many farms by erecting French barns, and I have also put new buildings up. I have in five cases put up French barns.

39,240. Some of your tenants, I suppose, have been on the land some considerable time?—I have no tenant on the land that has been there less than 22 years, and a great many have been there for a considerably longer period. I believe some of them have been born there.

Mr. *Richard Jones.*

39,241. Has there been any alteration of the rents on your estate?—My father had the estate valued a few years after it came to him, and that was, I should think, about the year, 1864—about 30 years ago—but since then there has been no alteration except one or two slight reductions.

39,242. Were the rents then fixed according to the valuation?—He wanted to have a fair value arrived at between himself and the tenants, and he employed four different valuers from different parts, one from this county, one from London, who had considerable experience of estates in Carmarthenshire and Breconshire, one from Newport, Monmouthshire, and another from Hereford. When those valuations came in he took the average and let the farms at the average of the four valuations.

39,243. The rents have practically remained the same?—Yes, with the exception of one or two slight reductions. There has been no increase since then, and I do not think that the rents as they now stand are higher than on the neighbouring farms; at least I find that everything I have bought since which adjoins me is let at a considerably higher rate per acre than my farms which adjoin those.

39,244. Do you employ an agent?—No, I am my own agent.

39,245. Do you know anything about farming yourself?—No, I cannot say that I do. I know when a farm is badly farmed, but I should not like to say that I have any practical knowledge.

39,246. Do you think the tenants are satisfied with the 10 per cent.?—They would like as much as they could get, but I am on very friendly terms with my own tenants. I have no agreements in writing with them, and I think that they feel quite satisfied without. I am satisfied.

39,247. Do you think that you take your proper share of the burthen of the present depression by giving 10 per cent.?—Yes, I think I do. I think it is a very fair adjustment between landlord and tenant.

39,248. Has there never been any attempt made to establish anything like a custom in your neighbourhood. I quite agree with you that it is a very bad practice indeed in the interests of agriculture generally that everything should be sold off the farms when a tenant terminates his tenancy?—My knowledge of the customs about here would not be sufficient to authorise my making a definite answer. Whenever I have had an agreement I have myself stipulated against their removing the crops or manure, and have put in a clause that they shall in the first instance give me the option of buying them at a valuation, and that in the event of my refusing then they can sell, or in the event of our failing to agree, but for my own interests that would not be often. I am sure it pays the landlord better to take to those things than to let them go off the ground.

Mr. *Richard Jones*—continued.

Mr. *Grove.*

39,249. When you make abatements what notice do you give to your tenants that there will be abatements. What notice do you give; do you say there will be abatements?—I have not sent formal notice to them, but I generally intimate to one or two and they all know it before the rent day comes round.

Sir *John Llewelyn.*

39,250. You are agent for other estates besides owning your own, in this neighbourhood, are you not?—Not in this neighbourhood.

39,251. I thought you said just now that you had no written agreements on your own estate?—Not with my present tenants.

39,252. Then when you spoke of some clauses being embodied in agreements you referred to other estates?—I had another estate in a valley near the town which I sold some four or five years ago. I had one or two agreements on that estate. On my present estate I have none.

39,253. You have no written agreement on your present estate?—I have no written agreement on my present estate.

39,254. Do you and your tenants rely on the Agricultural Holdings Act?—Well, we trust each other, and rely upon the Act, I suppose.

39,255. When you speak of 10 per cent. abatement being a fair adjustment, I suppose you look upon the rent as being equalised over a series of years, taking good and bad together?—I consider the rents fair, and it is only during the depression, I think, that the tenants are entitled to any reduction.

39,256. That is what I mean. When you speak of the custom as being a bad one with regard to the sale of the manure, do I understand that the sale of the manure is an open sale of manure to anybody, and not to the incoming tenant?—They sell it at the auction.

39,257. That is very unusual in Wales, is it not?—I have never heard of it being done in Breconshire; but I know they do it in Carmarthenshire, about here.

39,258. I know that you have experience of other counties besides this?—Yes.

Sir *John Llewelyn*—continued.

39,259. Do you know of that custom operating elsewhere?—Unless prohibited by agreement.

39,260. You have not prohibited it upon your own estate?—I did in the agreements for the property I sold; but I have not any agreements in writing with my present tenants; therefore it is not prohibited. But there has been no change for the last 25 years.

Chairman.

39,261. There is a question handed in by Mr. Gwilym Evans: "Are you satisfied with "the sport you have in shooting, notwithstanding your not keeping a gamekeeper?"—Yes, perfectly; but I must say my tenants treat me very well. I do not know that it would be the same everywhere. I have known them for a good many years, and I have always found that they looked after my interests, and always took a great pleasure in doing so.

39,262. These questions are handed in by Mr. Llewelyn Williams: "You say that the "rent on your inherited estates is 15*s.* an "acre?"—That is the average; excepting of course the accommodation fields, which are separate.

39,263. "And on the estate you have bought "it is 16*s.* 6*d.*" Is that right?—No; the whole average is 16*s.* 6*d.*, putting the new farms in.

Chairman—continued.

39,264. "Does this mean that your bought "farms are higher in rent than the farms which "you inherited?"—Much higher.

39,265. "You say that the adjoining farms "are let at a higher figure than your own?"—That is these new ones; I only bought what adjoin me.

39,266. "Does this mean that these adjoining "farms are too highly rented, or that yours are "too low?" That refers to the farms on the adjoining estates: do we understand that the farms on the adjoining estates are let at a higher rent than yours?—No; I did not say that they are higher, because my knowledge would not allow me to say so; but I do not think mine are higher than on the neighbouring estates. I can only judge from what I have purchased: those were certainly higher than mine.

39,267. "If yours are too low——"—I will not put that question?—I do not consider mine too low; I consider them fair.

39,268. "What estates are adjoining yours?"—On one side Mr. Campbell Davys; on another side, the representatives of the late Mr. Rees, of Diflyn; on another side Mr. Carbery Pryse-Rice; on the remaining side the late Mr. John Jones's estate—the B'aenos estate.

The witness withdrew.

Mr. David Davies called and examined.

Chairman.

39,269. You are a freeholder and an auctioneer?—Yes.

39,270. Where do you live?—Rhyblid, Myddfai.

39,271. How far is that from here?—Five miles.

39,272. Will you kindly give us your evidence?—My father became a tenant of Mr. Saunders Davies in the year 1859, in succession to his uncle. The rent of the farm in my uncle's time was 50*l.*, but it was raised to 65*l.* when my father took it. The name of Mr. Saunders Davies was a loadstone attracting to itself the whole confidence and respect of the tenants, and my father laid out his capital freely. Mr. Saunders Davies, however, died, and the estate was revalued and the rents raised. The rent of Rhyblid was raised to 68*l.* 10*s.*, the additional 3*l.* 10*s.* being raised on the right of common which belonged to the farm, or rather it did not belong to the farm, but the farm had a right to it. My father went on improving the farm, by draining the wet ground, and clearing the undergrowth of thorns on other parts, and clearing

Chairman—continued.

stones from patches of land which are now under cultivation. He also did all the haulage for the new buildings free of cost. Unexpectedly in March 1884, the estate was sold by public auction at Llandovery. It was so unnatural for my father to see his own improvements sold by public auction, that he tried to get Mrs. Saunders Davies to sell it privately, but she refused, as it would probably spoil the sale, and she was determined to get as much money as possible for it, as she wanted to pay for another estate which she had recently bought. My father bought Rhyblid at the sale for 2,590*l.* He was prepared to give more for it, if it had been necessary, but even as it was he had to buy back the improvements he had himself made, and it was not due to Mrs. Saunders Davies that he had not to pay much more for them. Not more than 3 or 4 of the other tenants purchased their farms out of 96 lots. I consider that my father doubled the value of the farm during the years 1859–1883 by his own labour, skill, and enterprise, and that he should have received some better security for his investment than chance at a public sale.

Chairman—continued.

INSECURITY OF TENURE.—The sale of a whole estate, and the change of landlords, no doubt lead to insecurity of tenure. But there are instances in this district of farmers being ejected from their holdings for no reason except that the landlord wanted to consolidate a dozen farms into one. About 35 years ago Mr. Bree, clerk in holy orders, came to live at Llwynwormwood in this parish. He rented the 12 adjoining farms (from the same landlord) for the term of 21 years, at a higher rent than was paid by the tenants. All the tenants and several cottagers were compelled to leave, but before the end of seven years he became insolvent, and absconded without paying his rent, and left the buildings in a very bad state. Owing to this, a large part of our parish is unpopulated, and only 6 of the 12 tenements have been since occupied, while the others are still in ruins. There are extensive areas of land where the soil has been neglected, which, if properly cultivated, would produce treble the results, and would be sufficient to maintain many families. The soil is not good enough for permanent pasture, but it is very convenient for the market. The landlord was Sir Erasmus Williams.

LAND HUNGER. — Such policy is, in my opinion, criminal when land hunger is so keen in the district. There are not so many applicants for a large farm as there are for smaller ones, whose rents are between 20*l.* and 50*l.* A very compact little farm, named Blaendynfych, became vacant in this parish last Michaelmas, and there were about 30 applications. Landlords probably wondered at this and thought the land must be let very cheap. But what surprised me was that there were not three times as many applicants, as the two previous tenants had been prosperous, and while men live in slavery, it is very natural that there should be a rush for the first to be freed.

HIGH RENTS.—Rents in this neighbourhood have been raised of late years from 20 per cent. to 50 per cent. and even 100 per cent. In order to pay the rent, the majority of our farmers are obliged to be farmers and something else, such as butchers, timber hauliers, and labourers. While they are thus compelled by circumstances to take to other occupations, it cannot be expected that they should continue to be as expert in managing the soil as their fathers.

There are farmers in this district that are not able to obtain the necessaries of life, and cannot get sufficient clothing for their children to attend a place of worship. I refer to men who work hard to pay their rent and earn an honest living.

The general rule is to let farms to the highest bidder, though there are some exceptions.

Rents have been increased owing to improvements made by the tenants, and the result is that they have often spent their all before

Chairman—continued.

leaving a farm. It very often happens that tenants pay rent with borrowed money.

LABOUR.—Servants are engaged by the year, and it is the custom to retain them during this term except owing to exceptional circumstances.

Wages have increased during the last 10 years. The best man could then be got for 20*l.*, with food and lodgings; now I have to pay 25*l.* to a boy under 20 years of age, 20*l.* to a boy under 18, and 17*l.* to a boy under 14. It is impossible to get a married couple to come and live out of the towns and villages. I have offered as much as 12*s.* week, with house, garden, board, and part of fuel, but I have failed to get anyone, as the house is some distance away from the village. Farmers have consequently to give up tilling the soil and go in for more grazing. We depend mostly in this district on raising sheep, cattle, and ponies.

PRICE OF CATTLE.—Prices have fallen during the last 10 years, the average being as follows:—

Mountain lamb -	12*s.* per head -	6*s.* per head.
Cross bred - -	24*s.* „ -	12*s.* 6*d.* „
Mountain wethers -	25*s.* „ -	16*s.* 6*d.* to 18*s.* per head.
Mountain ewes -	21*s.* „ -	10*s.* per head.
Wool - - -	8*d.* per lb. -	6½*d.* per lb.
Yearling colts - -	6*l.* per head -	3*l.* per head.
Yearling cattle -	9*l.* „ -	3*l.* „
Two-year old cattle -	16*l.* 10*s.* per head	8*l.* „

LOCAL RATES.—The local rates have been assessed very unequally. Gentlemen's mansions have been rated very low up till lately. The valuation list, however, has lately been revised, and they are now rated on the same basis as the adjoining farms. Sir James Hills-Johnes lately proposed at the Assessment Committee that all woodlands should be assessed, whether they were enclosed or unenclosed, as they profited the owner in either case, but the proposal was rejected.

The Assessment Committee take care to levy rates on woodlands that have been planted for shelter, on land that was already rated, and which was a long distance from the railway station; while gentlemen that occupy a prominent position on the Assessment Committee neglect to assess extensive woodlands of their own, which are enclosed and convenient to the railway station.

During the last few years this parish has been burdened with heavy rates owing to extra haulage of timber, the property of the Earl of Ashburnham. The hauling of timber lasted for years, about 12 tons daily being taken from Llanddeusant through this parish. Not a penny compensation has been received from the owner, nor did he pay rates on the land where the

Chairman—continued.

timber grew. (I know that it is the practice of some highway boards to apply for compensation, but they failed to agree at our board. Nothing has been done. The question is, what constitutes "extraordinary traffic"?

39,414. Four fields belonging to Mr. Lloyd, Glansevin, are let out as accommodation land in this parish. They are let by the year, and all rates and taxes are paid by the landlord. Their rateable value was 77*l.* 5*s.* 0*d.*, but Mr. Davies, Froodvale, Mr. Lloyd's agent, appealed and demanded a reduction. He succeeded in getting it reduced to 55*l.* 6*s.* 8*d.*, while he receives for one of the fields 51*l.* a year. Tenant farmers, on the other hand, are rated according to their rent, however extortionate it may be.

Game.—There is a good deal of game preserving in this district, and the agreements, especially old ones, are most atrocious on this point. I produce some agreements I have been able to get. Some of the clauses are illiberal and tyrannical. There are instances where farmers, sooner than submit to be tied hand-and-foot to such conditions, gave up farms which they had held for a long time and had greatly improved. (Farmers gave such instances at our first meetings, but it is impossible now to get them to stand to what they then said).

Most of tenants, however, have taken advantage of the Ground Game Act, but they still suffer much, as there are so many reserve plantations in the district. Scores of dogs have been poisoned and shot, for which the farmers had in some instances been offered 5*l.*

Railway Rates.—I get my artificial manures from Birkenhead and Wednesbury, and am obliged to pay from 17*s.* 6*d.* to 18*s.* 6*d.* per ton in railway rates. It is often the case that farmers send to the pit's mouth for coal, though the distance is great. We pay 10*s.* per ton for it at the pit, while the railway rates would result in doubling the price

Tenants' Children.—Farmers' children are obliged to work without wages, and very often without pocket money. Farmers provide for their children when they get married, often at the cost of impoverishing themselves.

On small farms, if the family is large, the children are obliged to go to service, and transfer their earnings to help their parents to pay the rent.

Freeholders.—Small freeholders are numerous in this district, especially in Llanddeusant parish. Lord Ashburnham offers his farms for sale by treaty, the sitting tenant having the first offer, at 40 years' purchase. The tenants, however, are unable to do this as the rents are so high. Seven tenants have bought their farms in this way, but many of them are already freeholders, having inherited farms.

Condition of Farmhouses.—The dwelling-houses and outbuildings on some estates are very poor, but they have improved somewhat since the sanitary inspector has made a few reports.

Chairman—continued.

The following instance fell under my notice lately. A widow named Mrs. Rees lived with her boy of 14 at a little farm called Rhandir Wyn, in the parish of Cil-y-cwm. The farm belongs to Mr. Campbell-Davys. The building is in a wretched condition. She had sold the landlord two tons of hay, and though he was allowing 10 per cent. abatement to the other tenants, he refused to give her any abatement, as he had bought the hay from her. He had raised the rent 5*l.* a year since he had bought it.

Commons.—There are extensive common lands in this district, known as the Black Mountain. It is managed by court leets. Each parish has its own court, and its byelaws and customs. The court leet is composed of 12 jurors and a steward, but it is too weak to defend the public.

Encroachment. — Mr. Sharp, a Scotchman residing at Brecknock, who has no right of common in Carmarthenshire, has fenced across the River Usk, which is the boundary, and has enclosed some meadow-land known as Ynys Wysg, the best plot of land on the whole mountain. He has had a notice from the court leet to remove the fence, but he has not complied. He offers rent for the land. A field in this parish, which was under the same management as common land, but was rented for 1*l.* a year to the pound-keeper, has been sold and re-sold. *See* 51,601–51,611.

Grievances of Commoners.—The advertising of strayers has become a common practice. There is no protection for pitch-marks, ear-marks, &c. There should be a registry office where each of the commoners might register his mark in order to protect his property. The "liberty" of one is now often encroached upon by the other. As soon as the shooting season comes in there is a good deal of trespassing on the lower grounds.

There is no doubt that farmers have to pay more for farms which have the right of common. (See above, where my father had to pay 3*l.* 10*s.* 0*d.* more when the estate was re-valued.) Some farms that adjoin the Black Mountain are let at an average of 1*l.* per acre, though they are 2,700 feet above the level of the sea, and their subsoil consists of badger's earth (*pridd mochyn bychan*).

Take also the instance I have given of the price demanded by Lord Ashburnham for his farms.

Migrations.—Farmers from this district have migrated to Brecknockshire, where they are thriving.

Leases and Agreements.—Some of the best landlords have poor agreements and bad customs. It is the practice to raise the rent when a tenant dies. A neighbour, of Tynewydd, died, leaving six orphan children. The landlord, Mr. Gwynne Holford, advanced the rent 12*l.* The agreement I produce. My father and another neighbour were obliged to become sureties for

Chairman—continued.

the rent before the orphans were allowed to have the place.

Leases have been offered on some estate, but the farmers refuse to accept them owing to the high rents.

Welsh farmers have been in the habit of looking up to their landlords for favours rather than for the satisfaction of their just claims. Landlords insist upon their old privileges, even at some expense (*e.g.*, fowl duty).

The Agricultural Holdings Act has a good name, but 90 per cent. of the farmers are ignorant of its provisions.

SUGGESTIONS.—The following suggestions were made at a public meeting:—

"(1.) Rent should be adjusted on a sliding-scale, as tithes in past times.

"(2.) Land court should arbitrate between landlord and tenant in case of dispute. A land court would not deprive landlords of their rights, but of their unjust privileges. Landlords at present get their rents, but the land is being starved owing to the fact that no capital is spent on it. This is because (*a*) rents are too high, (*b*) tenure is too insecure, and (*c*) no certainty of compensation for improvements.

"(3.) The law of distress should be amended. In cases of insolvency the landlord should be on the same basis as other creditors. Then landlords and land-agents would let land, not to the highest bidders, but to the best tenants.

"(4.) The Local Veto Bill, if it becomes law, would be a great advantage to the farmers, as they would then have it in their power to sweep away a fruitful source of pauperism."

Sir *John Llewelyn.*

39,273. Is your father alive now?—No.

39,274. Then you are the freeholder of the farm in which you live?—Yes.

39,275. You would remember, probably, the sale of 1884?—Yes.

39,276. Do you consider you are better off as a freeholder, or as you were, a tenant farmer?—As a freeholder.

39,277. With regard to the Agricultural Holdings Act, do you think it is satisfactory?—It does not apply to our district at all.

39,278. You have just said that the Agricultural Holdings Act has a good name, but that 20 per cent. of the farmers are ignorant of its provisions?—I said 90 per cent.

39,279. Then that comes very much nearer to what we have heard elsewhere. I can quite understand it now. Do you think it would be better understood if it was published in Welsh?—I do not know. It has been published in Welsh. We had a meeting, and a very popular

Sir *John Llewelyn*—continued.

meeting, held the week before last, and some person mentioned that it had been printed in Welsh, but they were all ignorant that it had been printed.

39,280. Then if it has been printed in Welsh it has not been circulated?—No.

Mr. *Richard Jones.*

39,281. It has not been officially printed?—No.

Sir *John Llewelyn.*

39,282. You are aware of its provisions yourself?—Not to a great extent; only a little.

39,283. With regard to railway rates, have you a farmers' club in this neighbourhood, or an agricultural association for the county?—There is a branch here of a club the West of England. I believe it is called, but I am not a member myself.

39,284. There is an agricultural society for the county?—Yes.

39,285. Do you take any interest in that society?—I am a member of it.

39,286. Do you not think it would be a very good plan to get a committee of your agricultural society to approach the railway companies for special rates?—Yes, I think it would be advantageous for the farmers.

39,287. I believe the railway companies are quite prepared to meet their freighters in a fair spirit?—I do not know, indeed.

39,288. Well, I can speak with some authority on that subject. I think they are very glad to meet their freighters, and learn what their views are. At all events you do not suggest that the rates which are charged upon the railway are beyond the maxima?—Yes, I think they are.

39,289. You think they are beyond the maxima?—Yes.

Sir *John Llewelyn.*

If you think that, that is a very strong position from which to approach the railways, but I do not think you will find that to be the case. However, I make the suggestion to you that it will be a very good thing to take action through your existing organisations, and I think you will find that the railway companies will be prepared to meet you.

39,290. You said that you thought that the Agricultural Holdings Act did not meet the case of your district. What particular, chiefly, had you in your mind?—Well, I do not know of any case that it has been applied to in our district.

39,291. Is it chiefly with regard to the sheep that you think it insufficient?—I have not seen any clause in it referring to sheep.

Mr. *Seebohm.*

39,292. It has no reference to sheep at all; there is no mention of sheep in it?—No; I have not seen it.

39,293. You think there ought to be a rule that the incoming tenant takes the sheep from the outgoing tenant do you?—I do not believe I referred to that in my evidence.

39,294. It is simply in general that you think that it does not meet your case?—Yes.

Mr. *Grove.*

39,295. I have only one question to deal with, that is, with regard to this matter of railway rates. Do you say that the coal costs 10*s.* a ton at the pits?—Yes.

39,296. And that the railway rates would result in doubling the price?—Yes.

39,297. Then does that mean that the railway would charge 10*s.* a ton, or what does it mean? What pit does it come from, and how far do they carry it?—We get it at Brynamman.

39,298. Where does it go to?—To our place; and if we get it from Llandovery, and get it at 6*d.* per cwt. at Brynamman, it would cost 1*s.* over here.

39,299. That is, you buy it of a coal merchant, and give the coal merchant 1*s.*; but it does not follow that that is all for railway rates. That is the coal-merchant's profit as well, because he sticks it on a bit?—Yes, he does.

Mr. *Richard Jones.*

39,300. Do you think that the fact that there is competition for farms is a proof that farmers are doing well?—No, I do not think it is a proof that they are doing well, but that they are doing it badly, and that they try to do it better by risking some other farms.

39,301. It may be taken in this light, that a farmer finds he is going back, and says, "Now "such and such a farm has become vacant, my "lot cannot be worse in this one, therefore I will "go and try that one"; and a lot of them being of the same mind there is competition for that farm?—Yes.

39,302. So that really it is no proof whatever that a farmer is doing well because there is keen competition for farms?—No.

39,303. And possibly, in some instances, a landlord may think his farms are let cheap, because the competition is so keen?—Yes, they think it.

39,304. That is the interpretation they put upon it?—Yes.

39,305. You referred to this farm of Mr. Campbell-Davys. Did Mr. Campbell-Davys pay more than the value of the hay that he bought of this widow?—No, it was the ordinary price.

Mr. *Richard Jones*—continued.

39,306. Do you think she was in arrear of rent and that he took the hay instead of the rent?—By what she told me she was not.

39,307. And practically he went and broke the agreement himself, because I think on Mr. Campbell-Davys' estate he binds his tenants not to sell any hay off the farm?—Yes.

39,308. He broke the agreement himself and the tenant had to pay the penalty. Is that so?—Yes, if he had an agreement with this widow. I do not know whether he had.

39,309. Whose estate is Tynewydd farm on?—Mr. Gwynne Holford's.

39,310. Is this condition observed: "the "tenants to deliver annually at Cilgwyn at "Michaelmas two fat turkeys or two fat geese "for the use of the landlord his heirs or assigns?"—Yes.

39,311. Do the tenants feel that this is rather humiliating?—They were glad to do it when he used to hold Cilgwyn as his residence in our parish, but since he has taken them up to Buckland, in Breconshire, I do not believe they are willing to comply with that clause.

39,312. Do they have to pay the carriage on them?—No, he is making something to transfer them from one place to the other.

39,313. Do you think that this condition is undesirable?—Yes.

Sir *John Llewelyn.*

39,314. It is a very ancient custom, I believe?—Yes, I believe it is on that estate.

39,314*a.* It used to be called duty fowls?—Yes.

Chairman.

39,315. The following questions are handed in by Mr. H. L. Stephen: "What was the name "of the widow whose rent was raised by Mr. "Gwynne Holford?"—She was not a widow. They were orphan children living at Tynewydd. The name was Price.

39,316. "You say your father improved his "farm?"—He did.

39,317. "Did not the landlord pay the ex-"penses of permanent repairs except hauling?"—He did not.

39,318. "Did not Major Watkins buy most of "Mr. Saunders Davies' estate?"—Nearly all.

39,319. "Was he not the landlord?"—He was.

39,320. This question is handed in by Mr. Llewelyn Williams: "Did your father go surety "for the orphan children on the Gwynne Holford "Estate?"—He did.

The witness withdrew.

Mr. THOMAS EVANS called and examined through an interpreter.

Chairman.

39,321. Do you live in this neighbourhood?—Yes.

39,322. How far off do you live?—I live in Llandovery now, but I have been living at Abergwenlas, near Cilycwm.

39,323. How far off is Cilycwm?—It is about four miles off.

39,324. Do you believe the differences of language creed or politics make any difference in the relations between landlord and tenant?—No, I do not.

39,325. Are you a tenant-farmer now?—No, I have not got a farm now.

39,326. Is your son a farmer?—Yes.

39,327. And you live with your son?—No, I live in Llandovery by myself.

39,328. Your son is a farmer?—Yes.

39,329. Do you prefer a lease or a yearly tenancy?—I would as soon have it by the year.

39,330. Do you think that the tenancies are reasonably secure?—According to the master—according to the landlord.

39,331. Are you in favour of a land court of any description?—I do not care very much which it is. I have left them.

39,332. Do you think that there is any ground for saying that farmers are afraid to come forward and give evidence?—I daresay there are some who are afraid.

Mr. *Richard Jones.*

39,333. How many tenants are there on Mr. Campbell-Davys' estate?—I do not know.

39,334. Are you authorised to speak on behalf of the tenants generally?—No, I am not.

39,335. You only speak on behalf of yourself?—Yes.

Mr. *Brynmor Jones*—continued.

39,336. You say that it depends a good deal on the master whether a tenant would be rather under a yearly tenancy or under a lease. Which would you prefer upon Mr. Campbell-Davys' estate with a reasonable rent?—I would not want a lease; I have been for 33 years on that estate without.

39,337. Was your rent raised during that period at all?—No.

Sir *John Llewelyn.*

39,338. You said that the tenancy was reasonably secure according to the landlord?—Yes, according to the landlord.

39,339. Then you were quite satisfied with your landlord?—Yes.

39,340. Is your son perfectly satisfied with his landlord too?—I have not heard him say that.

39,341. Because you went on to say that you objected to a land court because you had left the farm?—No.

39,342. It was not because you had left it. Will you give me your opinion upon it?—No, I do not want to give an opinion upon it.

Mr. *Richard Jones.*

What he said was this, that he did not care much.

Chairman.

39,343. Is your evidence to be corroborated by Mr. David Harries, Mr. Thomas Powell, Mr. William Jones, and Mr. David Williams, all from the neighbourhood of Cilycwm?—I do not know.

39,344. You know nothing about it?—I know nothing about what these men are going to say.

The witness withdrew.

Mr. DAVID HARRIES called and examined through an interpreter.

Chairman.

39,345. Where do you live?—Bryndar, Cilycwm.

39,346. How far is that from here?—About three miles away.

39,347. Did you hear the evidence of the last witness?—Yes.

39,348. Do you agree with it?—Splendidly.

Mr. *Grove.*

39,349. Are you in favour of security of tenure?—I do not wish for anything better than I have so long as my landlord is alive.

39,350. Yes, but suppose the landlord dies?—Oh, I do not know how to do after that.

39,351. Suppose the landlord sells the property, and it gets into someone else's hands?—Then I would have to go under the terms of that landlord.

Mr. *Richard Jones.*

39,352. Supposing you left this farm, do you know at how many months' notice you would have to go?—Yes; I am willing to go away on six months, and I will get 12 months if I want it.

39,353. But according to this agreement it is six months. It is the one that has been signed in 1889?—I did not sign that one.

39,354. It is under an old agreement then?—Yes.

Chairman.

39,355. The Reverend Thomas Evans asks, "Can the witness deny that he has not been "asked to give evidence by his landlord, Mr. "Campbell-Davys?"—Yes, I can.

The witness withdrew.

Mr. Thomas Powell called and examined through an Interpreter.

Chairman.

39,356. Where do you live?—Cefntrenfa.

39,357. How far is that?—About three miles from here.

39,358. Did you hear Mr. Thomas Evans's evidence?—Yes, my Lord.

39,359. Do you in the main agree with it?—Yes, I agree with most of it—all that I heard of him.

39,360. Are you perfectly satisfied with the conditions under which you hold your tenancy?—Yes, I am.

39,361. Who is your landlord?—Mr. Campbell Davys.

39,362. What is the size of your farm and the rent?—120*l.* is my rent for 160 acres.

Mr. *Seebohm.*

39,363. You had an abatement, I think?—Yes.

Mr. *Seebohm*—continued.

39,364. Did you understand that that abatement was given you permanently, or that it was only on account?—For ever—permanent.

Mr. *Richard Jones.*

39,365. What was the amount of the abatement?—2*s.* in the £.

39,366. Were you satisfied with it?—I had to be satisfied.

39,367. Would you like to have more?—I would.

39,368. Do you think you ought to have more?—Yes, I believe I ought to have in these bad times.

39,369. But you have to take what your landlord chooses to give you?—Oh, yes.

39,370. Were you asked to come forward by your landlord to give evidence?—No.

39,371. Not by anyone?—No, by no one.

The witness withdrew.

Mr. William Jones called and examined through an Interpreter.

Chairman.

39,372. Where do you live?—Cwmcroiddwr.

39,373. How far off is that?—About 4½ miles.

39,374. Are you a tenant farmer?—No, I have given up my farm.

39,375. Whom did you rent under?—Mr. Campbell Davys.

39,376. What was the size of your farm?—120 acres wood and hill and everything—upland.

39,377. What was the rent?—45*l.*

39,378. When did you give up your farm?—About two years ago.

39,379. How long had you been on your holding?—I was paying the rent to my landlord for about 42 years.

39,380. You gave up two years ago, and were 42 years on the farm, is that right?—Yes.

39,381. Did you do any improvements on the farm during those 42 years?—Yes, I improved it as much as I could for my own sake.

39,382. How much money did you spend on the farm in improvement?—I did not spend anything on the farm. If anything, I put something by for myself; I made something for myself; it paid me.

39,383. You made no improvements on the farm?—Yes, as best I could, only that my landlord did all the repairs that I wanted, and built a carthouse and a stable; but I did all the haulage. The landlord also did the dwelling-house.

39,384. Did you do the haulage to the dwelling-house?—Yes.

39,385. Did you receive any compensation for that?—No, that is the custom; that is, that we should haul, and that the landlord should do the rest.

Chairman—continued.

39,386. Did you receive any compensation on leaving the farm?—No; my daughter had the farm.

39,387. Your daughter is in possession of the farm now?—Yes.

Mr. *Richard Jones.*

39,388. Did you give up the farm because you found it a losing business?—No, never.

39,389. When was the most prosperous time in farming?—A good many years now.

39,390. Twenty?—I will not be quite certain about that, but the times have turned for years.

39,391. Has farming been a paying business since about the year 1879?—I cannot say, but it paid me something.

39,392. Not a great deal?—Not a great deal; a little, but it was paying; I could get the two ends of the string to meet.

39,393. Nothing more?—A little.

Mr. *Grove.*

39,394. I suppose you mean that the two ends of the string would meet and a little bit lap over?—Yes, a little was over, but there has not been the last few years. It is so now that no one can do anything; and half of them fail to pay.

39,395. Was your farm considered to be a fairly cheap farm?—Well, I cannot say, but it paid me pretty well.

39,396. You got your 120 acres for 45*l.*; that is about 7*s.* 6*d.* an acre?—Yes; the farm was 120 acres, and my rent was 45*l.*, but there was some upland and woodland, but it did not hurt me; it did me good.

Chairman.

39,397. A question is handed up by Mr. Gwilym Evans: "Have you been asked to give "evidence?"—My landlord has a paper showing how it was. I never received anything but from my landlord. Broderick had a paper for me.

39,398. Do you quite understand the question? You need not be afraid to answer any question. We bear you harmless for anything you say?—I am afraid of nothing.

39,399. Have you been asked to give any evidence?—No, nothing about this evidence here.

Chairman—continued.

39,400. "Did you come down this morning in "your landlord's carriage?"—Yes; not in Mr. Campbell Davys' carriage, but in the steward's.

39,401. "Is this usual?" Is it usual for you to drive about in the steward's carriage?—I have not been for several years before.

39,402. "Is Broderick referred to Mr. Camp-"bell Davys' agent or sub-agent?"—He is Mr. Campbell Davys' butler.

39,403. This is a question by Mr. L. Stephen: "Have you come here entirely of your own free will?"—I was coming down myself without anybody forcing me.

The witness withdrew.

Mr. DAVID WILLIAMS called and examined.

Chairman.

39,404. You are Mr. David Williams, of where?—Erryd.

39,405. How far off is that?—About three miles.

39,406. Are you a tenant farmer?—Yes.

39,407 Who is your landlord?—Mr. Campbell Davys.

39,408. Did you hear the evidence of Mr. Thomas Evans?—Yes.

Chairman—continued.

39,409. Do you agree with it?—Yes, I can agree with everything he said; I have nothing to deny.

39,410. What is your acreage, and your rent?—140 acres for 100*l.* rent.

Mr. *Richard Jones.*

39,410*a*. Have you any mountain land?—No, none.

The witness withdrew.

Mr. JOHN PRICHARD was called and did not respond.

Mr. *Gwilym Evans.*

39,411. My Lord, I tender this Mr. John Prichard as a witness on the part of the tenants, and he is here. If he does not choose to come forward I cannot help it.

Chairman.

Is Mr. John Prichard in the room?

Mr. *John Prichard.*

Yes.

Chairman.

You can come forward with the greatest possible confidence. You need not be afraid of anything happening to you. The Commission are perfectly determined to do everything in their power to protect any person upon whom any pressure is put. We are unanimous upon that point

Chairman—continued.

Mr. *John Prichard.*

No, I shall not.

Chairman.

You would rather not come forward?

Mr. *John Prichard.*

No.

Mr. J. P. C. V. PRYSE-RICE recalled and further examined.

Witness.

See 39,213. 39,412. With reference to the statement that Mr. E. P. Evans, of Lasallt Isaf, received notice to quit, I wish to explain why he had notice two years ago. It was because the farm was going to be sold, and my trustee informed me that every tenant should have notice that the farm was going to be sold.

Mr. *Richard Jones.*

39,412*a*. When was it?—I think it was two or three years ago. Further than that, the tenant knew at the time why I gave him notice; it was distinctly stated to him, as it is to most of my tenants when I do give notice. I have only given seven notices in three years.

Chairman.

39,413. Notice was given to this gentleman about two years ago?—About two years to two-and-a-half years ago.

The witness withdrew.

Mr. JOHN MORGAN DAVIES recalled and further examined.

Chairman.

39,414. Do you wish to make any further statement?—I want to rebut a statement which was made by Mr. David Davies, of Rhyblid, Myddfai, to-day He said that "three fields "belonging to Mr. Lloyd, Glansevin, are let out "as accommodation land, they are let by the "year, and all rates and taxes are paid by the "landlord. The rateable value was 77*l.* 5*s.*, "but Mr. Davies, Froodvale Mr. Lloyd's agent, "appealed, and demanded a reduction. He "succeeded in getting it reduced to 55*l.* 6*s.* 8*d.*, "while he receives for one of the fields 51*l.* a "year. Tenant farmers, on the other hand, are "rated according to their rent, however extor-"tionate it may be." I simply wish to state that I attended before the Assessment Committee, and laid before them the Ordnance Plan of the Glansevin lands in the parishes of Llangadock and Myddfai; I accounted for every field upon that plan to the committee. I produced my books showing the rentals of the estate, to prove my figures. The chairman of that committee was the late Mr. Jones, of Ystrad, who was the county councillor for the parish of Myddfai, the very parish of which Mr. Davies speaks. Of the guardians present, one was Mr. Griffiths, who knows the Glansevin Estate, as well as I do; the other Mr. Rees, of Talgarth, who is a well-known practical farmer; and there were other farmers present at the time I made this appeal. The assessment was, before that time, very excessive. The Assessment Committee, after my statement, confirmed by the documents which I produced, reduced the assessment. That is all I have got to say.

39,415. Do you contradict this, then?—I contradict it most emphatically.

39,416. But you do give us to understand that the rateable value was reduced?—It was reduced, but the inference which is drawn from this is that I had stated what was not true

39,417. I do not think so?—I take it so. He says, "He succeeded in getting it reduced to "55*l.* 6*s.* 8*d.*, while he received for one of the "fields 51*l.* a year."

Chairman.

39,418. Do you let that field at 51*l.* a year?—I have no idea what field he refers to There are many fields.

39,419. He refers to one particular field, which is let at 51*l.* a year?—The demesne lands of Glansevin are assessed in one sum. I could not possibly, at a moment's notice, refer to any one particular field.

39,420. Then I do not understand what you wish to contradict. You do not contradict the statement that you were successful in getting it reduced to 55*l.* 6*s.* 8*d.*?—Certainly not.

Chairman—continued.

39,421. And you do not contradict that one of the fields was let for 51*l.* a year?—I do not adopt his figures at all. The assessment of the demesne lands was reduced on the whole. I cannot refer to one field.

Mr. *Richard Jones.*

39,422. You are not prepared to say he is wrong, are you?—I am prepared to say that if the rent of the field is 51*l.* the assessment of the parish could not have been reduced as he states. The inference that I deduced from his evidence was that he accused me of having made a statement or representation before the Assessment Committee which was not correct. I contradict that.

Chairman.

39,423. I do not think that is so. The rateable value of the three fields was 77*l.* 5*s.* 0*d.*, and you were successful in getting it reduced to 55*l.* 6*s.* 8*d.* Is that right?—I could not tell you. I have not the papers with me.

Mr. *Richard Jones.*

39,424. I think it is put in rather a complimentary sense to you—that your influence was so great that you got the assessment reduced from 77*l.* to 55*l.*?—Thank you, sir. I do not think my influence would have very much effect upon the Assessment Committee in the Llandovey Union, who are very shrewd men; they would require something more than that to be satisfied.

Mr. *Seebohm.*

39,425. May I ask whether these three fields were all that were assessed at the time?—No, there was a large area assessed. If it had been only these three fields, I should have had them in my mind. I come to rebut this on the assumption that Mr. Davies was accusing me of having gone before the Assessment Committee and misled them.

Chairman.

39,426. I do not think you need trouble yourself about that?—Then I am sorry to have troubled you.

Chairman.

39,426*a*. You do not want to make any imputation of that kind, Mr. Llewelyn Williams?

(Mr. *Llewelyn Williams.*) Oh, dear no.

The witness withdrew.

Mr. EVAN WILLIAMS called and examined.

Chairman.

39,427. Where do you live?—Glanmarlais, Llansadwrn.

39,428. How far is that?—Llansadwrn is eight miles from here.

39,429. You are a freeholder?—Yes.

39,430. You live on your own land?—Yes.

39,431. Are rents too high in your district in your opinion?—Yes.

39,432. You say "especially where there are thatched roofs"?—Yes.

39,433. Are the tenants obliged to keep the roofs in repair?—Yes.

39,434. That is part of the conditions?—Yes.

39,435. And, straw being very dear, you find that a difficult thing to do?—Yes.

39,436. You think the dairies in this part of the country are very bad, and not what they ought to be?—Yes.

39,437. Is there any common land in the parish of Llansadwrn?—No. I have got the book here to prove it.

39,438. Is any chief rent collected by any person?—Yes.

39,439. Who is that person?—Mr. Pelham, or Major Pelham for the lady of the manor, his wife.

39,440. Are fines ever imposed?—Yes.

39,441. On what occasions?—When a person marries or buys land. I can prove that by this letter. (*Handing.*)

39,442. This is dated the 20th September 1888: "Plas-y-Dderwen, Llandovery. Dear sir, "Manor of Llansadwrn; Court Leet held the "20th October 1886; mortuary fee on the "death of your mother, 10*s.* Court Leet held "on the 9th November 1887. Fine due on "your daughter's marriage, you being a free-"holder of the said manor, 10*s.*; total, 1*l.* "Please send me the above amounts at once, or "my instructions are to take proceedings. "Yours faithfully, J. R. Price, steward of the "said manor. Mr. B. Williams." Does that go on to the present time?—Yes.

39,443. Then I understand you to say that fines are imposed when a person succeeds to a freehold in the manor, when a freehold is bought, when a freeholder's son marries, when a freeholder's daughter marries, and when a freeholder marries. That is the custom?—Yes.

Mr. *Seebohm.*

39,444. Are there many freeholders in this manor?—Yes.

39,445. Do they pay these fines on these occasions?—Yes, they do, for fear.

Mr. *Seebohm*—continued.

39,446. And have done from time immemorial?—Yes.

39,447. You think that in the nineteenth century this kind of thing ought to be abolished?—I think so. I will show you this book (*handing in tithe rent apportionment book*).

39,448. Have you ever attempted to enfranchise your holding, so as to get rid of these payments?—I stopped my payment the last time, and told Mr. J. R. Price, the agent, I should not pay it, and if I did not pay it to put me in the county court, and I would defend myself.

39,449. Then you were obliged to pay, were you?—No, they never tried.

39,450. Do you think it is an illegal demand then?—I think it is not legal. That book shows plainly that they had paid the lord of the manor off.

Sir *John Llewelyn.*

39,451. You have handed in the inclosure award, and this is sworn before a Commissioner. One of the provisoes, on page 5, is: "It is hereby "further enacted that nothing herein contained "shall prejudice, lessen, or defeat the right, "title, or interest of the lord of the manor herein "mentioned in or to the seignorage or royalties "incident or belonging to the said manor." Is not that so?—Yes.

Mr. *Seebohm.*

39,452. Do we understand that you are advised that these payments are illegal and cannot be enforced?—No, I have had no advice, but I took it on my own sense.

39,453. It is simply an old custom, which you think ought now to be abolished?—If you look at that, there is no common in Llansadwrn parish.

Sir *John Llewelyn.*

39,454. No, but the inclosure award says that the interest of the lord of the manor is not to be "prejudiced, lessened, or defeated"?—But he had a portion of it that came off.

Mr. *Seebohm.*

This I think had nothing whatever to do with commons or common land. It is simply an old manorial right, which has been retained probably.

The witness withdrew.

Mr. JAMES REES called and examined.

Chairman.

39,455. You are a farmer, a cattle dealer, and a labourer?—Yes.

Chairman—continued.

39,456. And you live at Talgarth, Llandovery?—Yes.

Chairman—continued.

39,457. How far off is that?—4½ miles from here.

39,458. Will you kindly give us your statement?—

Personal.—I took possession of Talgarth Farm in the year 1854 at an annual rent of 127*l.* The rent before I took it was 123*l.*, 4*l.* being charged as interest on money laid out in draining a field of about 11 acres. About 15 years after, the estate was sold, and my farm amongst others. Talgarth was sold in several lots, and some fields were therefore taken away from it and others added to it. The best way in which I can show the increase in the rent is by taking the case of another farm with mine from which a portion has been taken to add to mine. The old rents were as follows:—Talgarth and Bronfelyn, 247*l.* The present rent of the same land is now 375*l.*, showing an increase of 128*l.*, or over 50 per cent. Before the estate was sold I had drained a lot of wet land, and now it is worth about 10*s.* an acre. Before it was drained, it was not worth more than 5*s.* an acre. Also I have hauled all the stones towards the buildings, and I never received a penny as compensation. I did all the haulage for the outbuildings, drained 12 fields at my own expense, and four other fields at my own expense, except the cutting. I have also made new fences.

Rents.—The following table, which shows the increase in the rents in the farms of this parish during the last 25 years, will speak for itself.

Name of Farm.	Rent 1854–69.	Present Rent.	Increase.
	£	£	£
Bronfelyn and Talgarth	247	375	128
Coedifan	40	70	30
Penpark	48	70	22
Bronfelen	16	40	24
Trefoliaid	40	60	20
Pantyrhedin	80	135	55
Glancrychan	70	110	40
Cefn Pale	50	70	20
Penlan	40	55	15
Llethr Hir and Cae Mawr.	21	25	4
Gilfachystordren, &c.	76	100	24
Gerddi Gwynion	12	18	6
Gallt y-Gyrnig	27	55	28
Cwmbach, Clyn Saer Cwmcoy, Bwlch, &c.	123	263	140
Cochmaen	45	50	5
Moelfre	33	46	13
Abercrychan	72	118*	46
Cefnllan	150	210	60
Ystrad Wallter	180	260	80
Total	1,370	2,130	760
		Or over 50 per cent.	

* Two fields were taken from this farm by the railway, and about the same number of acres added to it.

Chairman—continued.

Glanbran Estate in the Parishes of Glandulais and Llanwrtyd.

Name of Farm.	Rent 1854–69.	Present Rent.	Increase.
	£	£ s.	£ s.
Caemawr	36	60 0	24 0
Caerau	24	40 0	16 0
Trelath, Trydian, Glandwr.	35	67 0	32 0
Pantytrinsiwn	21	45 0	24 0
Sancyte, Bryn, and part of Brynbedw.	42	60 0	18 0
Beili Helyg	5	20 0	15 0
Gwybedog	25	50 0	25 0
Brynbedw and Abercenfydd.	25	38 0	13 0
Brynhysiog	16	30 0	14 0
Spite Inn	11	26 10	15 10
Ffrwd Fach and Nantyrnon.	44	66 0	22 0
Aberarbwll	18	50 0	32 0
Cefncoly	32	42 0	10 0
Penlan Wen	18	40 0	22 0
Glancledan	24	40 0	16 0
Llandulas	25	50 0	25 0
Gledrudd and Ledwith	27	50 0	23 0
Total	428	774 10	346 10
		Or over 80 per cent.	

This does not include the whole of the Glanbran estate; but the total increase on the whole estate since 1869 amounts to 1,106*l.* 10*s.*, or an increase of nearly 70 per cent.

N.B.—Those farms which are mentioned together have been consolidated.

Lord Cawdor's Estate.

Name of Farm.	Rent 1854–1862.	Present Rent.	Increase.
	£	£	£
Dinas Bach	32	40	8
Gwynfaes	30	40	10
Pantyllech	40	50	10
Dygodydd	145	180	35
Ystradffin	150	185	35
Glanrhyd	32	49	17
Penrhiw'ronen	32	42	10
Maesmynach	18	25	7
Hafod-y-pant	38	60	22
Total	517	671	154
		Or nearly 30 per cent.	

Parish of Llanfair-ar-y-bryn.

Name of Farm.	Rent in 1852.	Present Rent.	Increase.
	£ s.	£ s.	£ s.
Cwmbargod	8 0	11 10	3 10
Pendreullwn	14 10	19 0	4 10
Cwmcaebach	18 0	21 10	3 10
Cefngefel	55 0 (in 1875).	75 0	20 0
Bwlch-y-rhew	27 0	32 10	5 10
Nant-du	40 0	53 0	13 0
Clynmawr	50 0	65 0	15 0
Llether haflaeth	50 0 (in 1875).	60 0	10 0
Doifalltfach	27 0	40 0	13 0
Llwynberllan	50 0	15*l.* of land taken away. Rent, 60*l.*–75*l.*	25 0
Total	339 10	45*l.* 2*s.* 10*d.*	113 0
		Or 33⅓ per cent.	

Chairman—continued.

DEPOPULATION.—There are 28 cottages gone to ruin in the Hamlet of Perfedd, or Rhandirganol, as they call it, and it is difficult to get labourers to work on the farms. I do not know what will become of farming in this country if more care is not taken to build suitable cottages for the workmen where the future generation of labourers may be brought up. In Cil-y-cwm, within a radius of four miles of the village, 50 cottages have disappeared. (*For these lists, see Appendix.*)

CONSOLIDATION OF FARMS.—In addition to the instances already given of the consolidation of farms in Llanfair-ar-y-bryn, the following 23 farms in Cil-y-cwm have been consolidated:—Penrhiwraiadr, Troedrhiwcaglau, Penybanc, Glanrhosan, Cwrt Henry Cae'r Beili, Gilwen Fach, Melin Cwmfran, Eithyn Duon, Efel Fach, Tan-y-Lifai, Penlifai, Bryniau Bychain, Cripe, Ty Isaf, Rhos, Cefnbrith, Cwm Coed Ifor, Henllys Farm, Glan Towy, Glan Ogwrn, Holborn, Cwm Gwenlais, Aber Rhaiadr.

SUGGESTIONS.—I believe that farmers ought to have security that they shall enjoy the benefit of their own improvements, a land court to settle disputes between landlord and tenant, and rent to be fixed according to a sliding scale of prices, such as the colliers have. Farmers should feel sure that they would be paid for their work, like other people.

39,459. What is the increase in the Glanbran estate in the parishes of Glandulais and Llanwrtyd. Do you consider it has gone up 80 per cent.?—You have the figures before you.

39,460. The total increase on the Glanbran estate since 1869 is 1,106*l.* 10*s.*?—That is only part of the estate. The whole estate is not here.

39,461. That is an increase of nearly 70 per cent?—Yes.

Sir *John Llewelyn.*

39,462. Will the parish of Llanwrtyd take in the town of Llanwrtyd on the other side?—No. It is in this union.

39,463. It is a different place. It is not Llanwrtyd in Breconshire?—It is in Breconshire, but in this union.

39,464. Does it take in that popular watering place that we know as Llanwrtyd?—There are only two or three farms on the whole estate in Llanwrtyd Parish.

39,465. Is any part of that given up to modern houses?—No.

39,466. Does this strictly apply to agricultural land?—Oh yes, agricultural land, not near the villages.

Chairman.

See 40,589.

39,467. Then, on Lord Cawdor's estate, there are nine farms, and they have gone up, according to your table, nearly 30 per cent?—Yes.

Chairman—continued.

39,468. There are 10 other farms in the parish of Llanfair-ar-y-bryn, and you estimate that the increase in their rents is 33⅓ per cent.?—Yes, but those are not Earl Cawdor's.

Mr. *Grove.*

39,469. You say that 50 cottages have disappeared; who used to occupy those cottages—farm labourers?—Most of them.

39,470. So that there is a great deal less labour on the farms now than there ought to be, according to your evidence?—Yes.

Mr. *Seebohm.*

39,471. You speak of depopulation; but has the population of the whole district increased recently?—No, I do not believe it has.

39,472. Then, how do you account for the increase in the rent on the value of the land?—This estate was sold, and sold in very good times. Of course the landlord that bought it took advantage to raise it.

39,473. Then on Lord Cawdor's estate, which we are told is a very good one, there is a rise of 30 per cent. What is the reason of that?—I suppose he had a valuer over the estate.

39,474. Does that apply to other parts of his estate?—I suppose so.

39,475. You do not think there has been any increase of population or rise of other industries in the neighbourhood which has given an increased value to the land?—No.

Sir *John Llewelyn.*

39,476. Your last suggestion was that farmers should feel sure that they would be paid for their work like other people?—Yes.

39,477. Very right, but I see in the beginning of your statement under the heading "Personal" a great grievance of yours is that you were not paid for certain drainage which you did?—I was not paid.

39,478. You drained a lot of wet land and you were not paid for that on going out?—When the estate was sold I did not receive a penny.

39,479. I think the law will protect you as it now stands, will it not, under the Agricultural Holdings Act?—Well, I suppose we must give notice.

39,480. You must give notice, but still, you have not got to require the consent of the landlord; all you have to do is to give him notice to do it, and then you are secure to get compensation for it?—So I understand.

39,481. But at that time you were not; the law had not then been passed. How long ago was it? It was the year 1854 when you took it; I do not know when you went out?—I am there still.

39,482. When did you do this drainage?—The first field was drained (the one which I say would show 4*l.* to 5*l.*) the year before I took it, in the year 1853, and I had to pay interest on the drainage when I went in.

18 *April* 1894.] Mr. James Rees. [*Continued.*

Sir *John Llewelyn*—continued.

39,483. Are you still enjoying the benefit of those drains?—Well, it is in my possession; I have redrained some of it this year.

39,484. Some questions are handed in by Mr. "H. L. Stephen:—"Who are the chief landowners "in the parish of Llanfair-ar-y-bryn, and who "owns the Llanfair-ar-y-bryn estate." ?—That was sold in several lots; Lord Cawdor has got one hamlet.

35,485. Who are the chief landowners in the parish?—The whole of Rhandir Abbott hamlet with the exception of one farm belongs to Lord Cawdor.

39,486. "What buildings have been made on "your farms since you took them"?—All the buildings, besides the dwelling-house and one barn.

Sir *John Llewelyn*—continued.

39,487. "From what source have you got the figures you put in evidence"?—As to these farms, from the tenants themselves.

39,488. This is a question by Mr. Llewelyn Williams:—"You give evidence relating to the increase in all that portion of the Glanbran estate which is situated in the parishes of Glandulais and Llanwrtyd"; is that so?—Yes.

Mr. *Seebohm.*

39,489. Do we understand with regard to Talgarth farm that the rent was raised before or after the sale?—After the sale.

39,490. By the purchaser?—By the purchaser.

The witness withdrew.

Mr. Thomas Hopkins called and examined.

Sir *John Llewelyn.*

See 39,671

39,491. You are a tenant farmer, at Cefngornoth, Llangadock?—Yes.

39,492. Will you kindly give us your evidence?—Having been requested by the tenant farmers of the parish of Llangadock, in conjunction with Mr. Phillips, to give evidence before the Welsh Land Commission, to avoid repetition of evidence from the same district, I shall confine myself to show that rents in this neighbourhood are out of all reason too high, and Mr. Phillips will give evidence regarding the present great insecurity of tenure also in this district.

Rents.—The present high rents were fixed from 1870 on. The better times and the rising prices of all farm produce from that date and for some years afterwards were taken advantage of by nearly all landlords in this part of the country to raise their farms—some landlords at one valuation, others more gradually, varying from 15 to 50 per cent. To prove the great advancement of rents, and that it was general over the whole parish, I cannot do better than compare the valuation list in force in 1868 in the parish of Llangadock, with the one that came in force in 1893. I wish to point out that the valuation list in force in 1868 had only been made, I believe, in 1863, in which list all holdings were carefully got up to the then rents, and the freeholds and leaseholds were re-valued.

The rateable value of the parish of Llangadock in 1868 was 11,589*l.*, which included Quarter Bach. In 1892 the part called Quarter Bach was separated from the parish of Llangadock and made into a separate parish; the rateable value of which, at the time it was separated, amounted to 1,930*l.*, which is to be deducted from 11,589*l.*, the rateable value of the whole parish in 1868, which would leave 9,653*l.*, as the rateable value of the parish of Llangadock as it is now in 1868. The valuation list of the parish which

Sir *John Llewelyn*—continued.

came into force in 1893 amounted to 12,118*l.*, which makes a difference of 2,465*l.*, from the one of 1868, a rise of some 35 per cent. in 25 years. But the actual rise to the tenant farmers is more than that; in the revaluation of lands held by the owners to make the present valuation list, the rise to them was not more than 25 per cent. The persons appointed to value the freeholds were of opinion that the rents paid by the surrounding farmers were out of all reason, too high.

Next I beg to point out the difference of the selling prices of farm produce in the last 20 years, taking the prices that ruled in 1873, and those of 1893. Cattle, sheep, and dairy produce are our chief dependence to pay our rents. In these parts we sell our cows and heifers fat, and the steers as yearlings. The price of fat cattle in 1873 ranged from 12*s.* to 15*s* a score; the price of the same sort in 1893 ranged from 5*s.* to 10*s.* a score, which is 6*s.* a score less in 1893. The price of yearlings in 1873 ranged from 8*l.* to 16*l.* each, making an average of 12*l.*; in 1893 again the same sort made from 3*l.* to 7*l.* a head, which is an average of 5*l.* each, making a difference of 7*l.* a head in favour of 1873.

Sheep: By live weight sheep are mostly sold in these parts. In 1873 fat ewes sold from 5½*d.* in early summer to 4½*d.* in autumn. In 1893 fat sold from 3*d.* to 2*d.*, which is one-half of what the same sort in 1873. Fat lambs sold in 1873, from 7*d.* in early summer to 5*d.* in autumn, and in 1893 fat lambs sold from 4*d.* to 3*d.*, which is 2*d.* difference again in favour of 1873. Wool is down more than one-half. Dairy produce: Butter in cask in 1873 ranged from 1*s.* 2*d.* to 1*s.* 5*d.*, making an average of 1*s.* 3½*d.* Butter in 1893 from 10*d.* to 1*s.* 2*d.*; average of 1*s.*, which is again a difference of 3½*d.* in favour of 1873. To sum up difference of prices in 1873 and 1893—fat cattle 40 per cent. down; store cattle over 50 per cent. down; sheep over 40 per cent. down; wool 50 per cent, and butter 20 per cent down from 1873.

Sir *John Llewelyn*—continued.

But our rents have not been reduced. It is only in two instances in the whole parish that an old tenant has had reduction in their rents; to new tenants of late some reductions from the former rents have been made for the last two or three years of from 5 to 15 per cent. So far three things have helped us to go on, the abatements that our landlords have made, the little money saved in good times, and most of us have children that work for nothing on our farms. But the last two named helps cannot help us long again. Our spare capital is nearly gone, going less and less every year, and most of us have spent all. And as to our children, we cannot expect them to remain with us much longer, seeing that all hope of better times has entirely left us. What the import of foreign corn has done to the English farmer, the import of foreign stock, dead and alive, has, and is doing, unto us. All agree that it is a ruinous business for the English farmer to raise wheat and sell it under 30*s.* a quarter; it is quite as ruinous for the Welsh farmer to rear calves and sell them at or under 5*l.* a head as yearlings. I can add that thousands of two-year-old and upland cattle have been sold last summer from 4*l.* to 5*l.* each. Our present position is most deplorable and peculiar. We work hard we live thriftily and frugally, get most of our labour done for nothing, save very plain food and scant clothing for our children, but after all, we live on the charity of our landlords. At the same time we maintain, after taking into consideration the abatements, say 15 per cent. allowed by the best landlords, that we pay them from 15 to 20 per cent. more than the actual value of the lands we rent.

That is our present position; how to better it is very difficult to answer. Some advocate protection, others to lighten the burden of local taxation; but it is plain to all that neither of the two suggestions will ever come to pass. So we are compelled to the conclusion that rents must be lowered to answer the present selling prices of farm products. To get that again is a very difficult affair. The landlords know quite as well as their tenants that their farms are too high rented, but lower them they will not. Some of us have appealed at rent audits for lowering our rents, if it be only as much as they give in abatements so that we may get lowered in our taxes on that amount. The only answer we receive is: 'It is bad times and something must be done,' and to finish, 'We shall consider,' that is all we have had, and very likely all we shall have voluntarily.

Sir *John Llewelyn*—continued.

I have advocated sliding-scale of rents, rents to be adjusted according to the selling prices of farm products. I have done so for years. But now, taking all the circumstances of farming into account, I believe a land court would be best. We want security of tenure as well as just rents. Reasonable security of tenure with fair rents would work wonders in the better cultivation of the country in a very few years.

The Carmarthenshire Black Mountains.—It is to this part of the country that the right of pasturage belongs, namely, to the parishes of Mothvey, Llanddausant, Llangadock, Llandilo, and Quarter Bach. The mountains are some 12 to 14 miles long, by some three to six miles broad. Different parts of the mountain are supposed to belong to each of the different parishes. But there are no walls, banks, or fences whatever on the mountains. There is a Leet Court belonging to each of the different parishes, which take on themselves to see that the rights of common are not infringed. There used to be great importance given to the Order of the Leet Court in regard to boundary fences and different encroachments on the mountain. Now no one heeds any such orders, and their only work at present is to declare the unclaimed impounded stock forfeited. What I wish to draw the attention of the Commission to is that no benefit accrues to the tenant farmer from these mountains. All go to the landowner. The farms that are within range of the benefits of pasturages on these hills are rented at a much higher rent than they would if no such rights existed. In this district, when a farm or farms are to be sold, good care is always taken to show that such rights do belong. This is one of the particulars of a sale of land in the neighbourhood:—

"7. The rights of common pertaining to the estate are an important feature, and should not be lost sight of. In addition to rights of commonage over about 30,000 acres on the Black Mountains (whereon one farmer alone has pastured 1,200 sheep), there is a right of commonage on Carn Gôch Common extending to about 500 acres and on Carreg Sawdde Common about 300 acres. If these last-named commons were enclosed (which could easily be done by arrangement with the adjoining owners, who are very few indeed), it would give, at least, another 200 acres to the Dirleton Estate, and the Common herbage is so excellent (especially on Carreg Sawdde) that the land would readily let at from 2*l.* to 3*l.* an acre for grazing. The vendors are not to be called upon to define any rights of commonage."

The witness withdrew.

Adjourned to Llansawel.

FORTY-EIGHTH DAY.

Second Court.

King's Head Hotel, Llandovery, Carmarthenshire, Wednesday, 18th April 1894

PRESENT:

LORD KENYON IN THE CHAIR.

Mr. David Brynmor Jones, Q.C., M.P.
Professor Rhys, M.A., LL.D.
Mr. John Morgan Griffiths.

Mr. Charles Bishop called and examined.

Lord *Kenyon.*

39,493. Will you kindly give us your evidence?—I live at Cwm Rythan, near Llandovery, and I am a solicitor and small landowner. I reside near Llandovery, where I have followed the legal profession since 1850, and farm pasture land in a small way. For many years I assisted in the agencies of the two former Lord Dynevors, of the late Earl of Ashburnham, and of other landowners in Glamorganshire, Carmarthenshire, and Breconshire, forming an aggregate of some 30,000*l.* or 40,000*l.* a year; and in that way have had long experience in the letting of lands and dealings between landlord and tenant. As an almost universal rule I have found farmers object to lettings for terms longer than from year to year; with that objection the time-honoured covenants and clauses usually inserted have little or nothing deterrent—the farmers prefer yearly lettings simply because they seldom make any outlays on their farms when they have leases, and because if they find their farming ventures do not pay they can throw up their holdings in any year. Under a lease they feel they have no right, and know they have no power, to get their rents reduced. The old-fashioned forms of leases and agreements are getting obsolete, and most landowners have simplified them, leaving the tenants almost unrestricted in the prescribed course of husbandry. The Agricultural Holdings Acts are often excluded at the desire of both parties, as being too intricate and expensive in their procedure. A few landlords still retain the stringent clauses of bygone times, but rarely does such a landlord attempt to enforce them—practically the clauses are allowed to remain as a dead letter, for actions by landlords against tenants for breaches are scarcely ever resorted to.

In the nine parishes in Upper Carmarthenshire, constituting the Llandovery Union, there has been a great increase in the number of landowners during the last 40 years, through sales of some of the larger estates; and there is no difficulty in acquiring land if the money be forthcoming. In 1840 when the Parochial Tithe

Lord *Kenyon*—continued.

Apportionments were made there were in this area, in round numbers, 645 landowners. In 1894 the numbers in some parishes have nearly doubled and three fifths of the land changed hands.

The lands (except where reductions have recently been made) are many of them high let, when compared with former prices of agricultural produce and labour—the smaller the landowner, generally, the higher the rent. The principal landowners have lately made abatements in their rents varying from 10 to 25 per cent., some announcing them beforehand, and if times do not improve, will have to make permanent reductions accordingly. Some have already made them. Some few years ago rents became unduly inflated, that was before the agricultural depression was felt in Wales. Two causes aided in that direction—the one created by the landowners; the other by the tenants—by the landowners because for some unaccountable reason lands sell at exorbitant prices; for instance, one property comprising some 2,300 acres sold in 1884 for about 90,000*l.* for prices varying from 30 years purchase to 100 years. Another property of 1,587 acres sold in 1888 for 27,000*l.*, averaging prices of 42 years purchase. Another property of 675 acres sold in 1890 for 23,355*l.* for prices varying from 32 to 35 years. Another property of 4,466 acres, with a rental of 5,378*l.*, was sold in 1881 at very high prices. Similar auctions have occurred realising between 30 and 40 years purchase, with this result, that many of the purchasers (the small ones especially) afterwards squeezed the rents up to get a return for their purchases. Through the tenants themselves the rents have sometimes risen, because whenever a farm becomes vacant the number of applicants is great, and the competition becomes so keen that the farmers offer more than the true rent in many cases, and make the landlords think the lands are of more value than they are. Though local agricultural depression is less than it was, it still exists in a somewhat acute form; but not nearly so severe as in some parts of England

Lord *Kenyon*—continued.

owing to the system of husbandry being pastoral and not cereal—corn being only grown more for the farmer's convenience than for his profit. Store cattle, young horses, and sheep form the staple items of produce, and on the prices paid for these by dealers who attend the fairs the profits of the farmer mainly depend. The prices realised for dairy produce and for poultry are insignificant in comparison. For dairy produce and poultry excellent markets by rail are found, being close to the mining and manufacturing parts of Glamorganshire and Carmarthenshire. Friendly and even cordial feelings, with few exceptions, exist between landlord and tenant, and it is seldom any friction arises between them in matters of rent, buildings, or sportings. Any law abolishing distress would seriously injure the smaller class of farmer—it is his safe guard in time of trouble, and is very rarely had resort to. At present, when a tenant is unable to meet his rent-day, his landlord, feeling secure under his right of distraint, bears with him, and gives him time, rather than he should borrow at a high rate of interest, until the market takes a better turn. Abolish distress, and the landlord ranks as any other creditor, and would extend no time for payment, and probably require rents paid in advance, or security given. Among other causes there are five at least that have brought about the depression in agriculture. 1st. High rents, where no abatements made; 2nd. Higher class of living among the peasantry than formerly; 3rd. Fall of prices through foreign competition; 4th. Increased price of labour; and 5th. Bad seasons. With regard to remedies, the tenants have the remedies in their own hands with regard to the two first. With regard to the third, the cause being on the increase and beyond the control of landlord or tenant, there appears to be but one remedy, and that by legislating a protective duty upon foreign corn and cattle, based upon a sliding-scale similar to the Tithe Table, and creating distinguishing trade marks upon the foreign articles.

1. Many farmers buy their own farms. The first option is frequently given them. Lord Cawdor and Mr. Gwynne Hughes are instances. They are, in these parts, hardly ever sold to strangers by private contract, nearly always by auction.

2. Game laws no longer press hardly on tenants; exceptional cases occur. If done away with, the little game that is left would quite disappear, which, in a commercial and national point of view, would be a great loss to the country in many ways. Each tenant would kill for himself everything he could. Game laws might be worked more satisfactorily if the tenants were paid capitation money for each head killed on their lands. Give the tenants a pecuniary interest in the game their land rears, and all friction would be removed, and no gamekeeper necessary. I have known this practised and answer well.

3. Farmers' sons do sometimes get wages. I have known them charged for in Inland Revenue accounts. Having been bred upon the land, they, by working, make some return to their parents, and properly so. They soon become emancipated and take farms, and then get started from the farm where they were bred and born.

4. Regulation of the width of wheels would save the roads and the rates, but the County Council has turned a deaf ear to petitions on the subject.

5. Fixity of tenure is not what the farmers want, for they refuse to take leases. What they are aiming at is to get their rents reduced, having got possession of their lands.

6. I am a titheowner, and to take away my tithe would simply be confiscation.

7. Farmers used to do all cartings for buildings. Now they stand out for payment.

8. A Land Court is thought a panacea for all agricultural distress. It would create ill feeling between landlord and tenant, and be an unmitigated evil.

9. In the evidence of Williams, of Brown Hill, it is not true to say that landlords keep fewer tenants in consequence of decline in political influence. No recent amalgamation of farms has taken place. Party colours were, by Dolgarreg tenants worn, as every one used them before the new election laws. The tenants enjoyed the fun, and went more with their landlords then than now. Since we have had land agitators spring up, there is not that cordial feeling that there used to be. *See* 37,825.

Lord *Kenyon*—continued.

39,494. Have you any other remedy to suggest besides protection?—I have mentioned permanent reduction of rents—not abatements—if times do not mend, and I do not think times are likely to mend.

39,495. Do you think that the class of farming might be improved by education at all?—Decidedly. Technical education may make a very great improvement upon the style of farming here; the farmers are totally ignorant of chemistry and general technical knowledge.

39,496. Have there been any lectures on chemistry?—Not that I am aware in this locality.

39,497. I hear someone say there have been?—There may have been, but not that I am aware of in this locality—very few at any rate.

39,498. Do you think the farmers would attend if there were some?—If the lectures were delivered in Welsh, but not in English. They do not understand an English lecture.

39,499. What do you think the farmers mean when they say they want security of tenure?—They mean that they would like to have their land entirely to themselves, that they might be perfectly safe for any outlays they choose to make. They know the black sheep amongst the landlords, and they know whom they can trust, and whom they cannot trust.

39,500. Do they want to be able to give the farm up when they wish, and not to be turned out?—They would like to remain in, no doubt, as long as they wished, and not to be turned out. Of course they would.

Mr. *Brynmor Jones.*

39,501. Do you find in your experience that the Agricultural Holdings Act, 1883, works well?—Not in these parts; it is quite a dead letter here.

39,502. Is there no custom of the country as to compensating a tenant?—No doubt if a tenant makes an outlay he never in vain appeals to his landlord to recompense him if it has not been fairly worked out. I never knew a landlord refuse to entertain a fair claim put forward by a tenant for compensation. It is very little a tenant does except a bit of draining. The outlay by them is very small.

39,503. Then I understand there is no custom of the country which by law gives them a right to compensation?—No, there is no custom of the country by law which gives them a right to compensation.

39,504. For what district do you give evidence?—I am speaking of Upper Carmarthenshire, the nine parishes that constitute this Poor Law union.

39,505. I suppose there is no doubt the large majority of the people, tenant farmers, their wives and other members of their family, and the labourers, speak the Welsh language habitually?—Oh, yes; it is their Bible and hearth language no doubt.

39,506. Is it also the fact that they are nearly all Nonconformists?—Yes, the farmers, certainly. I should say by far the greater majority are Nonconformists; there is no doubt about that; but I do not think the difference of creed makes any difference in the relations between landlord and tenant.

39,507. You have recommended a general reduction of rents unless the present depressed state of agriculture should improve?—Yes, I think the rents are too high.

39,508. That being one of the proper remedies, what do you suggest in case the landlords do not voluntarily agree to the adoption of your remedy?—I would recommend the tenant to go out of possession—give it up. It is very easy; there is no outlay made by him as a rule.

39,509. You recommend all the tenants to leave in a mass?—I would if they are not satisfied. They took their farms upon a certain condition, and if things have altered, let them come to a new arrangement or leave.

39,510. Instead of suggesting the depopulation of the country, and allowing the land to go out of cultivation, do you not think the institution of a land court might be a good thing?—I do not think a land court is required at all, because we find in practice all differences between landlord and tenants are settled between themselves. Sometimes a land valuer is called in to value the land.

39,511. Do you find in practice during the last years there has been a permanent reduction in rent?—No, I say abatement—I draw a distinction between abatement and reduction. Abatement is a temporary thing; reductions are what I call permanent.

39,512. Quite so; but you recommend reductions?—Where there have been no reductions. Where there have been abatements they should be made permanent reductions. Where there have been no abatements, there should be not only abatements but reductions too—if I make myself understood.

Mr. *Brynmor Jones*—continued.

39,513. How do you practically propose to carry out your recommendation?—By the tenants appealing to the landlords, and asking the landlords for a reduction, and they have done so in 90 cases out of 100 here, and they have their abatements, and I want those abatements to be reductions permanently.

39,514. You recommend reductions, you say; appeal to the landlord, and all he gives is an abatement?—There have been some reductions made. They have not been ordinary abatements. Most of them are abated, and there are some reductions. I think that where the abatements only have been made they are temporary, and I think they ought to be permanent. They are practically permanent. They are repeated over and over again, although they are not put down in black and white. In practice they operate as a permanent reduction.

Mr. *Griffiths.*

32,515. Why do you think that farmers are induced to purchase their holdings?—They have a great land hunger. A Welshman loves a bit of land. He will buy although he has not got the money to buy, and mortgage the land, so as to become the owner of the land.

32,516. Is it not because the farms are so often sold, and they have no security?—I do not think I can call to mind a single case where the farm was sold, and where the rents have been raised in consequence of having change of ownership, excepting what I said as to many years ago. There was an instance: Mr. Gulston bought a large estate, and he raised the rents, but with those exceptions I do not know any landlord who has bought and raised the rents except it be a small freeholder.

39,517. Has not this selling of land tended to bad farming throughout the neighbourhood?—No, I do not think it has at all. Why should it be so? It is only a change from A. to B. There is no reason why the farming should deteriorate in consequence of the change of landlord, unless the new landlord is not so good a landlord as the former one.

39,518. Are not the farmers too afraid to lay out money on the land, knowing it might be sold?—But I do not think they have the money, unfortunately. They have neither the money nor the fear. No doubt the farmer would not like to lay out money unless he had some security for his money; that is clear; but, as a rule, the landlord never does refuse to give him some assurance for an outlay if he chooses to make one.

39,519. I think we shall have some evidence contrary to what you state?—Very likely. I hope, if they are exceptional cases, the rule will not be attacked.

39,520. How do you account for this, that agricultural depression is felt now as bad as ever it was?—I think the prices of stock have

Mr. *Griffiths*—continued.

improved. Certainly they never had so good a fair for years as they had yesterday.

39,521. Do you hold any land of your own at present. Do you farm at all now?—I have some 25 to 30 acres of land.

39,522. You are in a position to state at what rate things are sold at present?—Yes.

39,523. And the price of labour?—Yes, I know precious well the price of labour from experience and the price of agricultural produce.

39,524. You say that tenants are offered the refusal of the farms when they are offered for sale?—I said there are many instances in which tenants have the first refusal of the farms before they are offered at public auction. I have offered them myself frequently.

39,525. Do you consider the farms are generally rented fairly now?—That is a very nice question to answer before knowing what the abatements are. I still think many of the farms are highly rented, but I do not know and I could not form an opinion without knowing what abatements have been made.

39,526. Is it not a fact that these farms are offered to farmers at the rate of 40 years purchase?—Oh, no. They are offered at the rate which they are supposed to realise at an auction if an auction was held; that is to say, if it is estimated that a farm will fetch 40-years' purchase at an auction, then the first option is given to the tenant to buy at that valuation.

39,527. Do you not consider that if a farm is fairly rented it is very high at 40 years' purchase?—Supply and demand regulate the price. If people are willing to give 100 years' purchase I suppose the farm is worth it, if they will give it. An Englishman would say it was very high, but a Carmarthenshire man here would say it was not high.

39,528. Do you not consider it is the best way at all times for the landlord to pay for the haulage?—I think it is. I think the landlord had better pay for hauling, so that there should be nothing upon the back of the tenant, and then the tenant cannot complain. It has been the custom always for the tenant to do the hauling, but now the tenant asks for payment for the hauling, and I think it is desirable that the tenant should be paid for the hauling.

39,529. I think you admitted that there are some black sheep amongst the landlords as well as amongst the tenants?—Not many of them. I must say I think, taking the generality of landlords here, there is a good feeling existing between landlord and tenant.

39,530. You said so just now?—There is an exception. One exception is the gentleman you had before you to day, Mr. Campbell Davys. I call him a black sheep, although I have had a good deal to do with him for many years.

39,531. He is certainly the only one we have had before us to-day?—He is the only one, I think, anyone can put their finger on here, so far as I can gather. I think the tenants and the landlords get on very well

Mr. *Griffiths*—continued.

39,532. Do you not think that the proposed land court is suggested for the purpose of meeting such case?—No, I think the court will take away all dealing between landlord and tenant. Now the landlord meets the tenant, and they come to an understanding between themselves; put the power in the hands of a land court and there will be no connexion between the landlord and the tenant.

39,533. How would you treat with such a gentleman as we had before us to-day?—I should give him the cold shoulder if I was the tenant. I should find a landlord more generous to me.

39,534. You said just now you would recommend the tenants to leave their farms?—Where are all the tenants to go to?—I do not know that I should recommend all to leave. I said where tenants were dissatisfied. Many of Mr. Campbell Davys' tenants, I believe, are not dissatisfied.

39,535. I believe the majority of farmers in the room, if you had a show of hands, would say they are dissatisfied with the rents at the present day, and you say that they are too high?—That might be so, but they are not dissatisfied with their landlords, I think.

39,536. But with the rent?—Yes. I do not take the rent to be the sole question between the landlord and the tenant.

39,537. You say you do not think they grumble at the landlord; they only grumble at the rent?—Just so. I sympathise with them fully about the rents.

39,538. That is why they wish to appeal to a court outside, I suppose?—The landlord will never refuse to have his land valued if the tenant appeals, by a paid valuer—an impartial paid valuer would do all that the land court could do under any circumstances.

39,539. That is just what they want, they say?—Yes, but both parties have confidence in him. They appoint him.

39,540. What would you consider the difference between a valuer appointed by Government, and a valuer agreed upon between the landlord and tenant?—In one case, if he is appointed by the Government, the landlord would have no voice in his selection. If they are both agreed they would both signify their trust in him.

Mr. *Brynmor Jones.*

39,541. Supposing the landlord and the tenant cannot agree upon a valuer?—I never knew such a case.

39,542. Supposing there is such a case?—In such a case let the tenant give up his farm. That is an isolated case.

39,543. If you agree to the principal of valuation, is it not simpler to let the Government appoint the valuer between them, than that the tenant should give up his farm?—It will ruin the good feeling which exists between landlord and tenant if the Government steps in.

Mr. *Griffiths.*

39,544. Do you think the present system is satisfactory where the landlord alone appoints a valuer and pays him?—The landlord pays him, but he does not always appoint the valuer without the concurrence of the tenant. He suggests a certain surveyor, and that land surveyor values. Sometimes he is paid by both.

39,545. If that is the case I do not know it?—He ought to be paid by both.

Lord *Kenyon.*

39,546. Did you observe the statement of Mr. Llewelyn Williams in his evidence before the Commission, that you marched voters to the poll on one occasion?—That was my father. He marched voters to the poll. Very likely they did go in a body. I do not deny that which I heard was a fact, but I say the tenants as much enjoyed the fun as the landlord. I do not know that the tenants went with him personally, but they seemed to like the fun.

e 37,826.

39,547. In those days, I suppose landlords were of both opinions?—They were. It was not only one party that marched their voters to the poll, but the Nonconformists did much the same kind of thing. The Nonconformists met at the chapels—it was both sides.

Mr. *Brynmor Jones.*

39,548. Where did your party meet?—I do not know what you mean by my party. I am a sort of advanced Conservative. I do not know why you allude to me

Mr. *Brynmor Jones*—continued.

39,549. Your fathers party The Liberals asembled at the chapels you say. Where did the Conservatives assemble?—They would assemble at the public-house perhaps. That was before the reformation of the election laws; that was under the old state of things, and of course that does not exist now.

Chairman.

39,550. There is a question by Mr. Vincent: "May I take it that your objection to a land "court or to a valuer appointed by Government "is an objection to that which is compulsory"?—One of my objections also to the land court is this, that now what is a voluntary act altogether between landlord and tenant, if a land court was established would entirely disappear and become one of compulsion—"you shall—you must."

39,551. Why should it?—It should not be compulsory between landlord and tenant. There ought to be freedom of contract between landlord and tenant.

39,552. You object to any outside interference. Is that so?—I do very much, because I do think a great deal of this agitation has been got up by outside agitators.

The witness withdrew.

Mr. John Davies called and examined through an interpreter.

Lord *Kenyon.*

39,553. Do you say that the statement which is about to be read is correct?—Yes.

39,554. You know enough English to know that it is correct?—Yes.

[*The following statement was then read.*]

Evidence of John Davies, tenant farmer, Aberllechach, Llanddeusant.

Rents.—There has been a general advance in the rents during the last 25 years in this district. The rents on Lord Ashburnham's estate have been raised 6*s.* in the pound in 25 farms, and that rise remains still in force, except that an abatement has been made of 3*s.* in the pound in some seasons, and 2*s.* in other seasons,—a very inadequate acknowledgment of the depression in trade, and in the price of agricultural produce. Some of this estate was sold after the rise in the rents, the sitting tenants having the first offer at 40 years' purchase. Some of them bought their farms, as they could not bear the thought of having to move from the place where they were born and bred and knew not how to earn their daily bread except by farming, and they saw that they would not get any compensation for their work and improvements on the farm. Some of them had in this way sunk all the little money which their fathers had saved, and have nothing to show for it, but they have to pay more for the money which they had to borrow in order to buy the farm than they used to pay in rent. Many small landlords in the district have raised their rents even more than Lord Ashburnham. The following bought their farms on the terms mentioned above:—J. Pritchard, Blaenau; Morgan Rees, Penrhiw; Owen Lewis, Penrhiw; Morgan Thomas, Blaencrynfe; D. Griffiths, Ty Uchaf; E. Griffiths, Henbont; Howell Jones, Llethr; E. Davies, Aberdunvant; Owen Price, Pantygwin. Four of them, however, were already freeholders by inheritance. I submit a table showing the increase in rents since 1844 in this district:—

See Evidence of next witness, 9,643.

Name of Farm.	Rent in or about 1844.	Rent in or about 1870.	Rent at present.	Remarks as to Number of Tenants, &c.
Nantcoch - -	Between 25*l.* and 30*l.*	40*l.*	34*l.*	Six tenants since 1844. Three in 20 years. Present tenant about to leave.
Gwydre - -	30*l.*	Raised twice between 1844 and 1894.	72*l.* 5*s.*	Same family.
Redwhirion - -	My grandfather was offered this at 2*l.* 10*s.*, "tra bo dwr yn rhedeg."	60*l.*	80*l.*	Eight tenants in the last 50 years.
Tylepengam - -	Under 50*l.*	60*l.*	(70*l.* or more.)	Four tenants. Three in last 20 years.
Gellygron - -	20*l.*	54*l.*	60*l.*	Same family.
Tylemawr - -	—	—	30*l.* 10*s.*	Four tenants. Three in last 20 years.
Pantycefn - -	—	10*l.*	12*l.*	Six tenants Three in last 20 years.
Tynewydd - -	About 8*l.*	—	17*l.*	16 acres near the mountain. Three tenants in my time—one a tailor, who paid the rent from his earnings.
Brynmelyn - -	Under 10*l.*	22*l.* 10*s.*	18*l.*	Four or five tenants.
Penmaen - -	—	—	38*l.*	Four or five tenants. Three in 20 years.
Gellymydog - -	Under 20*l.*	24*l.*	21*l.* (or more).	Three tenants in less than 20 years.

The rents have been raised generally, if not always, on improvements made by the tenants. Gellygron, for instance, was raised from 20*l.* to 60*l.* by Mr. Gwynne Holford, owing to the improvements made by the tenant in draining and reclaiming wild land, making hedges, &c.

INSECURITY OF TENURE.—The above list, showing the number of changes that have occurred during the last 20 years, proves the insecurity of tenure in this district. As long as rents are so high tenure cannot be secure, as farmers are not able to pay them. If farmers were certain that they would enjoy the fruits of their labour, there would be better farming.

TENANTS' CHILDREN.—Tenant farmers often keep their children to work at home. The children work harder than servants, as they feel for their parents. In some instances children work for very many years for nothing—and when they change their state, their parents cannot stock a farm for them. The children are then compelled to go away to the works or somewhere else to earn their living. I append a short list, which I could easily add to, if necessary :—

Name of Farm.	Number of Children at home.	Value of Services, if Paid for.	£	Yearly Rent. £
Nantllwyd - -	Two sons and two daughters -	Sons 25*l.* each - - / Daughters 14*l.* each - -	78	42
Llwynrhosser - -	Two sons and one daughter -	Two sons 25*l.* each - - / Daughter 14*l.* - -	64	46
Tylepengam - -	Two sons and one daughter -	One son 20*l.*, other 10*l.* - / Daughter 10*l.* - -	40	70 (or more).
Ty Uchaf* - -	One son - - - -	25*l.*		50
Tirpaum - -	Two sons - - - -	25*l.* each - - -	50	34
Pwllcaleb - -	Two sons and two daughters -	One son 25*l.* - - / „ 18*l.* - - / Daughters 14*l.* each -	71	40
Llwynin - -	Two daughters - - -	14*l.* each - - -	28	29
Pantagrafog - -	Two sons - - - -	One son 20*l.* - - / „ 10*l.* - -	30	50
Aberllechach -	Two sons - - - -	One son 20*l.* - - / „ 12*l.* - -	32	70
Gorsddu - -	One son (one son "earning" elsewhere to help his father).	One son - - -	25	30 10*s.*
Godrewaun	Two sons - - - -	„ (earning more). 20*l.* each - - -	40	35
Blaenllechach - -	One son and one daughter -	Son 18*l.* - - / Daughter 10*l.* - -	28	26
Nantyrodyn - -	Two sons and one daughter -	One son 20*l.* - - / „ 14*l.* - - / One daughter 10*l.* -	44	35
Gallt Carw - -	Two sons and one daughter -	Two sons 25*l.* each - - / Daughter 16*l.* - -	64	34
Tirwern -	Two daughters - -	14*l.* each - - -	28	20
Gelly-garn - -	One son and two daughters -	One son 20*l.* - - / Two daughters 18*l.* each -	56	60

* Ty Uchaf, it will be noted, has been twice mentioned as a farm bought by the tenant, and again as being held of a landlord. The tenant bought it, but afterwards sold to Mr. Peel. Danyrallt.

Lord *Kenyon*—continued.

As a rule though the labour on these farms pays little or nothing, the farmers are unable to do more than barely make two ends meet. There may be some exceptional cases where they are able to save a little, but those are the exceptions, not the rule.

The rent of Tylepengam has been advanced from 50*l.* to over 70*l.*, and it would be impossible to pay such a rent were it not that the children work for nothing at home.

Labour and Produce. — Labour is three times as dear, at least, now as it was 35 years ago. The price of store cattle, cows, and sheep has gone down by one-half during the last 25 years. Wool, also, has gone down to one-third its old price. I have seen mountain wool that used to fetch 1*s.* 6*d.* being sold for 6*d.* per lb. this year. There are few labourers in this district. I do not believe there is any remedy for the migration of labourers to the towns except the lowering of rents to a reasonable standard, so that farmers can afford to pay them at something like the same rate of wages as obtains in the works. Farm servants as a rule sleep in the house in this district.

Condition of Farmhouses, Food, and Social Habits.—The condition of farmhouses and out-houses has improved of late years, but there is still plenty of room for improvement. When the landlord builds or repairs, the tenant is expected to do all the haulage for nothing.

With regard to the dairies, the landlords do not seem to care in what condition they are. I know of many farms where the milk and butter are kept in the parlour, and of dairies where there is neither floor for the cheese nor bench for the milk except the "parth pridd" (that is, a bank of earth), or piece of board. For instance, the milk at Nantcoch (whose rent has been raised as above) is kept in the cart-house as there is no dairy, and at Gellymydog and Maespant the milk is kept in the parlour.

The food, especially the bread, is better than it used to be. Farmers very seldom touch butchers' meat, but generally live on bread and cheese, potatoes, and some salted meat. They sell nearly all their cattle, butter and eggs, and all the best things in order to pay the landlord. In fact, they would almost prefer to die of starvation than fail to pay the landlord. I am inclined to believe that the home-food of the labourer is better than that of the farmer. Those who have lately bought their farms live, as a rule, quite as poorly as the tenant farmers.

We have no reading-room in this district, and the means of recreation are few. I should state that there is a reading-room in the village belonging to the Church, which was given by Mrs. Howell Gwyn, but I do not think there is a public right to it ("*hawl agored iddo.*") Now and then we hold a concert or a literary meeting in the British School. Seldom do the children of farmers in this district get a fair or an excursion. They have to be at it early and late with their work, in order to help their parents to meet all their demands and get nothing, as a rule, for it except their food and clothes.

Railway and Local Rates.—Most of the lime is brought from the limekilns, but the railway rates press heavily on the price of coal and artificial manures, which are not used to the same extent as they would were the railway rates more reasonable.

The local rates are much higher than they were, but they have to be paid by the tenant, without any sympathy or help from the land lord.

Relations of Landlords and Tenants.—The game does not trouble us in this immediate district.

When timber is sold on a farm no compensation is ever paid to the tenant for the damage done by hauling the timber.

Difference of religion does interfere with the relations of landlord and tenant. I can recall one very unfair attack on a family in this district. A widow, named Margaret Davies, lived in a farm called Pencurreg, which belonged to Mr. Howell Gwyn, of Dyffryn. The family had always been Nonconformist for generations. About 21 years ago Mr. and Mrs. Howell Gwyn threatened to turn the widow out of her farm unless she went to church. This was done in my own hearing, Mrs. Gwyn being the more bitter of the two. This threat had a grievous effect on the widow till the day of her death. About two years previously the landlord had taken away about 16 acres of the best land on the farm and given it to the vicar. Others of the tenants who were Nonconformists were in a similar danger at the time, *e.g.*, Roger Davies, Tyle, and Davies, Nantllwyd.

Reductions and Abatements.—Mr. Gwynne Holford, whose tenant I am, has this year made an abatement of 15 per cent., and has paid me for draining some wet land this year. The rents on the estate are very high; but in other respects he is a good landlord.

Lord Ashburnham has made an abatement of 15 per cent., and Mrs. Gwyn has given back some undefined amount.

I know of others who made no abatement at all, though they rented their farms exceedingly high. In some cases the rent has been ordered to be paid by Post-office orders, in order that the tenants should not be brought face to face with the landlord and crave for his mercy, *e.g.*, this is the way in which the rent is paid by the tenants of Dr. Richards (Cardiff) and Miss Lewis (late of Cefngornoth).

I know of no case where the tenants were informed beforehand of the intention of the landlord to make an abatement, but I know of many who have borrowed money, or sold their cattle for a low price, in order to pay their rent in time.

I know how farmers within a radius of 10 to 20 miles live and suffer, and I cannot see how the evil is to be remedied except by getting fair rents, security of tenure, and compensation for improvements.

Lord *Kenyon*—continued.

39,555. How big is your farm ?—The whole that I hold is about 250 acres.

39,556 For what district do you speak —? Llanddeusant. I know of several other parishes.

39,557. Are these the only rents which have been raised in that district ?—No.

39,558. They are the only ones you know ?—The rents of Mr. Howell Gwyn were raised 4 shillings in the pound about 40 years ago, or possibly less.

30,559. Do you think the condition of freeholders any better than that of farmers ?—I do not consider that those who have recently bought their farms are in a better position than the tenant farmers.

Professor *Rhŷs.*

39,560. How many servants do you keep ?—Four.

39,561. Four grown-up men ?—Two grown-up and two not, and I have two sons myself—six altogether.

39,562. Where do you accommodate your servants. Where do they sleep ?—In the house.

39,563. All your servants sleep in the house ?—Yes, and I keep a labourer as well.

39,564. Where does he live ?—He lives in his own house close by.

39,565. Is it a general custom for the farm servants in your neighbourhood to sleep in the farmer's house ?—I think it is more general in my parish, but I believe elsewhere it is different—they sleep outside the house.

39,566. Is that owing to the landlords in your parish having provided better buildings and more accommodation in the farmhouses ?—Not that so much, but the place where I live is so high, and if last winter they had been obliged to sleep outside, I believe they would have become frozen.

39,567. For the sake of warmth you accommodate them in that way ?—They have to shift together. There is not sufficient accommodation in our farmhouse for all.

39,568. How many bedrooms have you for the four men ?—As many rooms as I have in the loft are all obliged to be used as bedrooms.

39,569. How many are there ?—Four.

39,570. Then you have two boys of your own ?—Yes.

39,571. Have you any daughters ?—Little daughters.

39,572. Have you any servant maids ?—Yes, two.

39,573. Where do you find sleeping accommodation for them ?—They sleep with the little children in a room.

39,574. You have several bedrooms downstairs ?—No, not downstairs.

39,575. I want to know about this district, as I have not had the opportunity of asking a practical farmer yet, what the ordinary food of the farmer and his family and servants is. Let us take them in order. What is the breakfast ?—It is a custom in our parish to have tea for breakfast.

Professor *Rhŷs*—continued.

39,576. What do they have with it ?—Bread and cheese, and bread and butter sometimes.

39,577. Then for dinner in the middle of the day ?—Bread, salt meat, and potatoes, and some broth.

39,578. Do you ever have fresh meat ?—Only when they kill a pig, or something of that kind.

39,579. Not regularly, once a week or so ?—No.

39,580. Do they have anything in the afternoon ?—Tea, and bread and cheese as a rule.

39,581. And supper ?—Bread and cheese sometimes and milk.

39,582. You seem to give them very substantial food on the whole. Is your mother alive ?—She is dead.

39,583. How long ago did she die ?—About four years ago.

39,584. Do you remember any incident with regard to her visiting one of the agents ?—The agent came to see her.

39,585. What happened, do you remember ?—She was going off to Pentre Llanddeusant, a small place about a mile from where she lived, to meet the landlord and his agent, with regard to a proposal of taking land away from the farm to give to the vicar. At this time a Welsh school was held close to the church, and there was some disagreement between the vicar and the Nonconformists that they should keep the Sunday school apart from the church. It was in connexion with this Sunday school first of all, and then giving the land to the vicar. Mr. Howell Gwyn threatened my mother (my father had died sometime before) that he would turn her away, unless she went to church. At that time, Mr. Glasse was the agent of Mr. Howell Gwyn, and my mother at that time wished that not so much of the land should be taken away, because it was a place sufficient to keep a horse and a cow, and speaking to the agent, she asked whether it was possible for not so much land to be taken away—it was 72 acres altogether.

39,586. What did he say ?—He said that he would do his best, but that she must give some acknowledgment.

39,587. Well, what happened ?—My mother gave him 10 sovereigns.

39,588. Is that what you call a *cil-dwrn* ?—Yes.

39,589. How long ago would that be ?—About 20 years.

Mr. *Griffiths.*

39,590. Are all these farms on the same estate, Nantcoch, Gwydre, &c. ?—No, they are not.

39,591. What has been the result of all those changes since 1844 ?—High rent and insecurity of tenure.

39,592. What amount of farming was carried on ?—Some of them were sold at that time.

39,593. Did they farm the land well, or otherwise ?—As a rule worse.

Mr. *Griffiths*—continued.

39,594. Are not many farmers who bought their farms at 40 years' purchase worse off than the tenants?—I believe that they may be so.

39,595. You say with regard to Bedwhirion "my grandfather was offered this at 2*l.* 10*s.* 0*d.*" Is that 2*l.* 10*s.* 0*d.* an acre?—For the farm altogether.

39,596. Not per acre?—No.

39,597. You say that the rent was raised from 20*l.* to 60*l.* by Mr. Gwynne Holford, owing to the improvements made by the tenants. Were there many permanent improvements made by the tenants?—Yes, they cleaned many fields within my recollection, and built hedges. It was bad land.

39,598. Then you consider that tenants in this neighbourhood are not very secure in their tenancies?—No, they are not.

39,599. Then you give a table of the estimate of the expenses which a farmer would have to pay for the work done by his children. Can you also give us what really these children do cost him. What is the value of what they do really have?—I have said what they are worth, and I do not think they get anything else but their food and their clothes.

39,600. What is the cost or value of the food and clothes?—I consider that the price for their food and clothes is lower than the price which I put in the list as the value of their labour.

39,601. What does it cost to keep a son at home, upon an average from the 1st of January to the 31st of December?—I cannot say exactly, but it is more than I have put down as the estimate of the cost of labour.

39,602. I do not understand. What does the clothes he wears cost him?—Say about 6*l.* a year.

39,603. Do all the farmers' sons here have two suits of clothes in a year?—No, not half of them; but I am placing this on a high scale. They must have clothes to wear every day, and clothes to appear before other people.

39,604. Do they work longer hours than labourers as a rule?—About the same, where the children and farm servants work together.

39,605. I mean in farms where there are no servants employed?—They work early and late.

39,606. Can you tell us what papers are introduced into this reading-room which you have mentioned?—I do not think that any daily papers are introduced there, but there are a few books of an edifying nature.

Mr. *Brynmor Jones.*

39,607. We have so many witnesses that I do not propose to ask you some of the questions I intended, but there is one question I must put, because I heard your evidence with some surprise. Was the case that you referred to in answering Professor Rhŷs the same case as that of Margaret Davies, of Pencarreg?—It was the same.

39,608. Do you speak to two interviews at which you say that Mr. and Mrs. Howell Gwyn threatened to turn away the tenant because of her religion?—It was the same occasion. She was my mother.

Mr. *Brynmor Jones*—continued.

39,609. So I gather from your answer to Professor Rhŷs, but I do not gather it from your evidence in chief. Where was this interview?—Pentre Llanddeusant.

39,610. Was that at your home. Was it in the road or in the house, or where, at Pentre Llanddeusant?—On the high road.

39,611. Can you recollect the words that were used by Mr. Gwyn or by Mrs. Gwyn?—Yes, I remember the words very well.

39,612. Who spoke? Mr. Gwyn or Mrs. Gwyn?—Mr. Jones, the vicar, and Mrs. Gwyn particularly.

39,613. And Mr. Gwyn was present?—Yes.

39,614. Will you tell me slowly the exact words according to your recollection?—They said the Sunday school was a spite school, and if they were not going to stop from going there, and go to the Church instead, they would have to go away within 12 months.

39,615. Was there anyone besides your mother present, and the three you have mentioned?—Yes, another brother of mine.

39,616. Were you present, too?—Yes, I was present, too.

39,617. What day in the week was this?—I cannot say.

39,618. Had there been any dispute of any kind between your mother and the vicar?—Not at all.

39,619. Do you wish us to understand that while you three were walking along the road you met the other party, and they suddenly said this?—We knew that they were coming there that day, and we were going there to meet them.

39,620. An interview had been arranged?—Yes.

39,621. For what purpose. What was the object of the meeting?—The original object was because we did not wish to lose so much of the land to the vicarage.

39,622. Of course the conversation did not begin with that?—There was a general conversation, but it led to that.

39,623. Was there a general quarrel?—No, there had been no quarrel. My mother knew no English, except as others were telling her what was going on.

39,624. You or your brother were telling her?—We, and Mr. Jones, the clergyman, as well.

39,625. Were hot words exchanged on both sides?—No high words, but it had a bad effect on my mother.

39,626. Were the sentences you have given about the spite school and so forth spoken quite calmly?—Mrs. Gwyn was very bitter.

39,627. Do you mean that Mrs. Gwyn lost her temper?—No, I do not think so, but I know that she was a High Church woman.

39,628. Then you wish us to understand that she said that quite calmly, and as though she intended to carry it out?—She said this bitterly.

Brynmor Jones—continued.

I remember that well enough, but I do not know whether she intended to carry it out or not.

Lord *Kenyon.*

39,629. How old were you at the time?—About 23 years of age.

Mr. *Brynmor Jones.*

39,630. You say this was about 21 years ago?—Yes.

39,631. Your mother went on living in the house until she died, did she not?—Yes.

Lord *Kenyon.*

39,632. Your sister lives there now?—Yes.

39,633. These are questions by Mr. Vincent: "What sort of man was this Mr. Glasse? Was he anything like the agents who are employed now?"—I do not know about that so much, but I believe that as a rule the agents are worse than the landlords.

39,634. You do not answer the question; "What sort of a man was Mr. Glasse"?—We did not consider that he was such a good man, making such a promise.

39,635. What class of man was he?—I believe he had risen from being a mason or carpenter, I am not quite sure.

Lord *Kenyon*—continued.

39,636. Another question by Mr. Vincent; "Does your evidence about the 10*l.* represent "what your mother told you. Is it in fact "hearsay"?—What I know myself.

39,637. "Is not the lending library of the "parish room of Llanddeusant open to all "parishioners on the same terms"?—I do not say anything else, but you cannot call it a reading-room — any reading-room is open always.

39,638. This is only open at certain times?—A day every month, I believe.

39,639. Another question by Mr. Vincent: "Are you not an annual subscriber to this reading-room"?—Yes.

39,640. "Whether Lord Ashburnham's rents "have been raised or not; are they higher "than those of his neighbours"?—Not very much higher, I think, but all rents are too high by half as things are at present.

39,641. "Have not Mrs. Gwyn's rents, as a "whole, been reduced 10 per cent. permanently "since 1882"?—Not generally. I have found out that some of them have been reduced.

Mr. *Griffiths.*

39,642. Do you agree with Mr. Bishop that the times now are not so bad as they have been?—I do not recollect worse times.

The witness withdrew.

Mr. ROBERT SCOTT SEYMOUR called and examined.

Lord *Kenyon.*

See 39,272 and 39,554.

39,643. Are you agent to the Earl of Ashburnham's Carmarthenshire estate?—Yes.

39,644. You wish to rebut the statement as to tenants being offered the farms at 40 years' purchase?—Not that they were offered them; they were offered the farms at 40 years' purchase, but what I wish to rebut is that they were actually sold to them at that price. There have been 13 farms sold, seven of which are sold to tenants at an average of 36·2 years' purchase, and six were sold to outside parties, who were perfectly independent in every way of Lord Ashburnham, at 36·72 years' purchase. I should like to state that the previous witness, Mr. John Davies, of Aberllechach, purchased one of these farms, he not being a tenant. He held already two other farms under Mr. Gwynne Holford, and another under Sir Arthur Stepney. I may say as well that he is an auctioneer and valuer. He bought the Llwyny piod farm, let at 50*l.*, for 1,800*l.* He offered that voluntarily; we did not offer the farm to him in any way. He made the offer through Mr. Jeffreys, of Brecon, direct to Lord Ashburnham's solicitor, and it was eventually sold to him for 1,800*l.*, being let at 50*l.* a year, which would be exactly 36 years' purchase.

Then the case of Ty uchaf farm was mentioned. That farm was sold to the tenant originally for 2,000*l.*, or 40 years' purchase.

Lord *Kenyon*—continued.

The tenant put it to me that he had expended certain moneys in improvements. I asked him to give me a statement of what he had expended, and I asked him if 100*l.* would satisfy him for those improvements. He said it would. I thereupon advised Lord Ashburnham to let him have the 100*l.* allowed in the price of the farm. He thereupon sold the farm to Mr. Peel, of Danyrallt, for 2,100*l.*, Mr. Peel writing Lord Ashburnham guaranteeing that the tenant should not be disturbed in his holding, neither should the rent be raised—and I believe that is the case to this day.

I should like also to say that wherever tenants have given me conclusive proof that they have made improvements on their farms, I have, in selling them to the tenants, taken that into consideration; and, where they have been sold to others, in two cases I can mention (and they are the only two in which any actual claim has been made), I have made an allowance. The one is the case of Ty uchaf, which I have just spoken of, and the other is the case of Gellyonen, sold to Mr. Howell Gwyn. The tenant brought to my notice the fact that he had spent certain money. I asked him what he wanted, and he told me one year's rent, which was granted to him.

Then Mr. Davies has mentioned the fact that on Nantcoch the dairy is not as it should be.

Lord *Kenyon*—continued.

I am not prepared to say it is, but I do say this, that the tenant has never complained to me that his dairy is bad, and I have questioned my sub-agent on the matter, and he says he has not complained to him. I do not say our buildings are all they should be, but I should like to say that in six years Lord Ashburnham spent on the Llanddeusant estate 37 per cent. of his rent in repairs.

Lord *Kenyon*—continued.

The witness withdrew.

Mr. Daniel Davies called and examined through an Interpeter.

Lord *Kenyon.*

39,645–6. You have been through this statement and you say it is correct?—Yes.

[*The following statement of the witness was read*]:—

Evidence of Daniel Davies, Tenant Farmer, Llwynowen, Cilycwm.

The farmers generally complain that rents are much too high, but they are afraid to state how it lies between them and their landlords. Rents, however, have gone up since 1854, as the following table will show:—

Name of Farm.	Rent in 1854.	Rent in 1870.
	£	£
Llwynowen	45	55 in 1875, 60 now
Cwmgerwn	24	30
Molwast	24	26
Blaendyffryn	26	32
Erwdomi	25	32 10*s.*
Grofft	25	30
Maesgadog	65	80
Cilmaren	30	35
Gilwen	60	75
Rhywrhwchucha	30	50

These farms belong to Colonel Jones, Glanrannell; J. Lloyd, Padstow Court; Campbell Davys; Jones, Blaenos; and Lewis Llettyfandde. Some landlords have granted abatements, but some tenants have been sold up through inability to pay their way, *e.g.*, Rev. T. Phillips (tenant of Mr. Campbell Davys), Jno. Jones, Cwmdunant (tenant of Dr. Lewis); Edward Jones, Plasnewydd (tenant of Mr. Morgan, Palog); and William Bowen, Bwlch, tenant of Mr. J. Williams, Tyrpentre.

See 40,928.

In some places advances have been made on the tenant's improvements, *e.g.*, at Tynywaun, Cayo. On the estate of Sir James Drummond, Rhydodyn, the tenant, Daniel Richards, drained, &c. to the extent of 150*l.* at least, the agent stating that he would have peace to enjoy the improvements. But before the improvements were well finished the agent and another man came and valued the farm and raised the rent by 12*l.*—6*l.* payable at once, the other 6*l.* in three years. Soon after the tenant died, and his family left the place, which was untenanted for some time, and was afterwards let at a lower rent. The tenant of Maestwynog, on the estate of Colonel Jones, Glanrannell, cleaned 45 acres of wild land at a cost of about 4*l.* an acre. The rent was raised from 60*l.* to 80*l.*, and then to 100*l.* The tenant left. It was then let to another at 80*l.*, but in 18 months he left: and the third obtained a reduction, and still remains there.

Rents are also raised in order to sell the land at a good price.

Land Hunger.—Is general. Many newly-married couples cannot get farms. I could name 25 farms within 4 miles of my home which had consolidated, owing to the buildings getting bad. There is no sort of union among farmers in this district.

Insecurity of Tenure.—Good farmers have been compelled to leave their farms, *e.g.*, Evan Evans, Cwmfranfawr; Richards, Wernddu; Pritchard, Aberdunant; John Davies, Cwmrhaiadr (all on Campbell Davys' estate), owing to the rent being too high, or failing to agree with the landlord. Other farmers who have been compelled to leave have been Miss James, Nant twrch; Evans, Maestwynog. Leases are never given, agreements are common, but stringent; farmers do not care for them, and seldom have a copy. I have never heard of anyone receiving compensation for damage done by hauling timber, *e.g.*, great damage was done to the roads at Llwynowen, but I have received no compensation.

Labour and Produce.—Servants get three and four times as much as they got 40 years ago. Farm labourers have increased from 1*s.* and 1*s.* 6*d.* to 2*s.* 6*d.* and 3*s.*, and few to be got here. The price of produce is much less. Wheat is less than half the price and quality; and barley and oats are nearly as low. Store cattle has gone down, and wool has reduced from 1*s.* 6*d.* to 2*s.* in 1863 from 7*d.* to 10*d.* per lb. in 1893.

Labourers are much more scarce. I can name 32 cottages which have gone down in the last 40 years in this district. There would be more labourers if there were houses for them, and sufficient land to keep a cow.

Buildings. — Buildings are in a shocking state. Among others, I could name Bryn, Polly, Bedw, Blaenycwm, Nant twrch, Cwmfranganol, and Erwdoni are in a very bad condition, no partitions upstairs in some of them, and in all of them there are great deficiencies. The rents of

Lord *Kenyon*—continued.

these farms are from 40*l.* to 100*l.* a year. Where straw is used the tenant has to bear all the expenses of thatching.

Tenants and Landlords. — Landlords all Churchmen; farmers generally Nonconformists. I cannot say that the difference of religion creates any ill-feeling in this district, but I will mention the following instances on one estate where the tenants have left the Chapel for the Church on being given farms, and leave the Commissioners to draw their own conclusions. On the estate of Mr. D. Jones Lewis, Llwyncelyn, Llanwrda: Thomas, Jones, Hafod-y-gleddau (once an attendant at Crugybar Independent Chapel); William Thomas, Troedyrhiw (once member of the Waunifor Baptist Chapel); James Davies, Penybanc (once attendant at Crugybar); and John Williams, Blaenycwn (once member of Siloh Methodist Chapel.) All now go to Llanwrda Church, at least when Mr. Lewis is at home.

See 40,642–40,659.

The difference in politics estranges landlord and tenant also; and the landlord cares but little for the tenants as long as he gets the rent. The agents vary in their fitness for the post. The agents know Welsh, but are Churchmen and Conservatives. The landlords do not encourage their tenants to make new departures in farming or to educate their children. No tenant who wishes to be on good terms with his landlord will touch even the ground game.

Tenants' Children.—Many tenants' children are kept at home to work for nothing, *e.g.*, at Pencilmaren (one son and two daughters, who gave labour to the value of 50*l.*); Polly (one son and two daughters, of the value of 50*l.*); Clynglas (one son and two daughters, of the value of 55*l.*); Cwmfranfawr (three sons and two daughters, of the value of 90*l.*); Berris (one son and one daughter, of the value of 40*l.*); and Penbanc Ucha (one son and one daughter of the value of 40*l.*). The rents of these farms vary from 40*l.* to 100*l.*, but the tenants save little or nothing.

Lord *Kenyon*—continued.

Freeholders. — Some have bought their farms, partly with borrowed money, in order to be secure in their holdings, *e.g.*, David Morgan, Bedwgwynion.

Abatements.—Some abatements since 1885 of 3*s.* in the pound.

Many borrow money to pay their rents.

Many have sold their cattle at too low a price in order to have money to pay the rent.

Some farms rented at more than their worth because they are near a mountain, over which they have right of common, *e.g.*, Cwmerchan, 20 acres, old rent 16*l.*, raised to 24*l.* after building new houses. After the tenant had increased his stock on the mountain it was increased to 30*l.*, and afterwards to 34*l.*

Mr. *Griffiths.*

39,647. Are we to draw the conclusion that these people you mention now go to church to worship their landlords, and not to worship their God?—I leave it in the hands of the Commission to draw their own conclusions.

Lord *Kenyon.*

39,648. This is a question by Mr. Vincent: "What is the date of the case, on Sir James "Drummond's estate, to which you referred?" —I cannot give the precise date, but it was about 14 to 15 years ago.

39,649. "What was the name of the farm?" —Tyn Waun.

The witness withdrew.

Mr. John Morgan called and examined through an Interpreter.

Lord *Kenyon.*

39,650. Has the statement of your evidence been read over to you, and do you say it is correct?—Yes.

[*The following statement of the witness was then read:*—]

Evidence of John Morgan, Tenant Farmer, Llwynpiod, Myddfai.

I was born and brought up on a small farm called Tynllwyn, near Llandovery. My mother and grandmother were also brought up there. My grandfather and grandmother had a lease on it for three lives at a rent of 16*l.* 16*s.* 0*d.*, which expired with my grandmother. After this the rent was raised to my father and mother to 31*l.* 10*s.* In two or three years it was again raised to 34*l.*; in another three years or so to 37*l.* In 14 years the rent was raised from 16*s.* 16*s.* 0*d.* to 40*l.* During those 14 years we received seven notices to quit, and at the last notice we had to quit.

Lord *Kenyon*—continued.

39,651. Do you corroborate Mr. Davies, of Rhyblyd, as to Mr. Bree's taking of Llwynwormwood?—Yes, I do. *See* 39,272.

Mr. *Brynmor Jones.*

39,652. Have you seen the printed copy of the evidence of Mr. Davies, of Rhyblyd?—No, I have not seen it.

39,653. What is your evidence about Mr. Bree?—A gentleman of the name of Bree came to Llwynwormwood. We were 12 tenants at the same time leasing our farms or places, and we had raised about 10*l.* on each of the farms. After that he came to us to farm, and he was worth 12,000*l.* He said he had left us with

Mr. *Brynmor Jones*—continued.

3,000*l.* The news came to us that he had gone towards New Zealand, and he had only 50*l.* at the end of the journey. He spent his money through pulling down fences and walls.

39,654. What have his New Zealand adventures to do with land in this county?—We have nothing to say to him only that he left us. He became a bankrupt. He had rented these from Sir Erasmus Williams, our landlord, for 21 years; and Mr. Bree had the choice of giving up these farms at the end of every seven years for 21 years. A neighbour told him that it would be at the end of the first seven years. He remained there seven years within three months, and he had robbed the landlord of a quarter's rent, because he was to pay the rent every quarter.

Mr. *Brynmor Jones*—continued.

The witness withdrew.

Mr. Lewis Lewis called and examined through an Interpreter.

Lord *Kenyon.*

39,655. Have you been through this statement which is about to be read, and do you say that it is correct?—Yes.

The following statement of the Witness was read.—For the original document in Welsh see Appendix.

Evidence of Lewis Lewis, tenant farmer, Carnaugwynion, Gwynfe, Llangadock.

Personal.—Forty years ago my father, Edward Lewis, Brynpedol, Cwmaman, rented a farm of the name of Lan, Llangadock. It consisted of between 120 and 140 acres. Half of it is wet, high, and sterile, and the remainder is poor land with a northern aspect. The rent was 55*l.*, and the landlord promised a lease for 14 years. My father feared to take it, as the farm was strange to him, and the rent according to the neighbours too high. As we were a strong family, viz., my father and mother and six children of an age to work, we set to work to farm in earnest, and great and varied was the work we did. As the land had been long neglected, we cleared, drained, and cultivated the worst fields first. Besides the waste land (*dyrus anial*) which we cleared, we removed nearly 400 yards of old crooked hedges, and replaced them with nearly 300 yards of new and straighter hedges, and I believe that five times as many yards of ditches were made by us, while marl mixed with lime was spread over the fields. Every year we carried from 30 to 40 loads of lime over a road, two miles of which were so narrow, wet, and rough, that to travel over it was as bad as penal servitude. The other roads that led to it at that time were as bad, if not worse. We earned money to buy the lime by carrying coal from Brynaman to Ben-y-rhiw-wen. I do not believe that any one presumed to accuse my parents of prodigality, or any of us, their children, either, while we remained at the Lan. Homespun and Welsh flannel, rib, and moleskin were the ordinary dress in those days. The barley loaf was oftener seen on our board than the white loaf, and from the oats we made bread and "*enllyn*," that is, "*sucan*" and groats took the place of rice, and broth and milk were welcomed more than the eternal tea and coffee of to-day.

Lord *Kenyon*—continued.

Not one of us was guilty of bending a knee to Bacchus, or of offering a burnt sacrifice with the pipe to satisfy an unnatural craving. My father was, I think, a teetotaler from the starting of the society, and I myself from a child, and the others of the family in practice, if not in name. After some years of cultivation, the fields and the hedges presented a new and fairer aspect, which induced my father to ask for the promised lease. But he did not get it though he asked for it again. In spite of this, my father believed the landlord's word that he was in no danger of being made to leave as long as he paid for the land. The work of the farm was carried on as before until within a few months of the receipt of "notice to quit," which was given at the end of eight years. The rumour about the notice, and its receipt, had a serious effect on my father, and he said to those who brought it that he had received another notice before that. He spoke the truth. His pure and guileless spirit fled to a land where there is no deceit, oppression, or injustice in its midst, within five weeks after removing from the Lan. The doctor (Dr. Thomas, of Llandovery) asserted that he died of a broken heart. He was sacrificed to a landlord's greed and to a law that would be a discredit to a pagan country to enforce. The reason for the notice was that a daughter of the owner had married and was in want of a farm. After all the cost and trouble for eight years by a family, strong, industrious, and thrifty, it was natural to expect a good deal of profit. We had plenty of plain, wholesome food, and warm, if rough clothes. But barely 8*l.* a year was received as interest on the whole of the capital, live and dead, that belonged to the farm. And we had to be content without a penny of wages throughout the years. It would, no doubt, have been just to be repaid for all the improvements from which we received but little benefit, and especially as we had to go away in almost half the proper time. Instead of hundreds of pounds, we had a paper containing hundreds of words warning us not to touch the manure heap, and threatening us if we did so, though not a shovelful of manure was in the yard when we went there. We had also to

Lord *Kenyon*—continued.

return with empty car from the yard because we failed to remove all our goods in time.

"Other men laboured, and ye are entered into "their labours."—John iv., 38.

When anyone wants land he ought first of all to ask the tenant if he is leaving. If he says he is, then he will have a free road and a free conscience to go to the landlord. So my father did 32 years ago, when he rented Carnaugwynion at the high figure of 50*l*., 10*l*. more than it was two or three years before. The rise caused the tenant to fail to pay his way. It is a farm of 100 acres, in the same district as the Lan, and the same characteristics belong to some extent, to them, but that this place was much more unproductive when we came to live here. By this time its aspect is far different, after spreading so much earth, manure, and marl over its surface, and having left the plough and harrow to rust. Some 25 years ago two or three acres of the most sheltered pasture land were planted without asking and without allowing a penny for it in the rent or aught else. In March 1871 a notice was given to press on me a lease for seven years, to raise the rent to 60*l*., and turn 10*l*. every year to open ditches, and I to close them at my own expense. We had a tough fight, and the end of it was that I had the land for 50*l*., the landlord to bear the whole expense of ditching, and I to pay 5 per cent. on the outlay. March 1892, I received a notice that one-third of the farm would be taken away from me, but I succeeded in retaining it once more. In September of the same year I had another notice to quit it altogether now, unless I gave the same for it after taking 13 acres away from it. After months of anxiety, not knowing were to go, about the value of half the land of which I was deprived was allowed to me, with nothing on account of the improvements I had made on it. It has been the custom for years now by considerate landlords to lower the rents rather than to raise them. I believe that the chief cause for this rise is the improvements I made on the land, together with the greed of unprincipled tenants for land, and the difference of opinion between my landlord and his agent and myself. When my master speaks to me about politics I do not conceal my opinion. I have as good a right to express it as he.

Reductions and Abatements.—About 10 years ago a reduction of 7*l*. in the rent was made. For four audits abatements were made in the years 1885, 1886, 1887, and 1892—a total in all of 3*s*. 6*d*. in the pound.

Repairs.—My landlord promised to do the repairs, and slate the roof of the house three years after renting it. Thirty years have gone by since then, and the work has not yet been done. It is as cold as a barn, and there is no ceiling except in one-third of it. During a snowstorm, the loft—the beds and all that is under the tiles—are covered with snow. I had to pay the artisans for roofing the dairy, besides hauling the materials, putting in a window,

Lord *Kenyon*—continued.

making a floor, and providing new benches. I set props under the roof of the barn, and made it and the stable's roof water-tight for years. I had to persuade him a great deal before I had a new roof, and carried all at my own cost. Twenty years ago I provided a new hay-shed at my own cost, paying for the materials and the construction. The same was the case with reference to roofing the carthouse.

Rents and Prices.—I believe that the farms in this district are commonly too dear by one-third at least, in seasons when the produce is scanty, and the trade is bad as has been the case for a long time. The price of cattle, sheep, and wool is often half what it was about 20 years ago, while horses are one-third less in price. The blacksmith, the carpenter, the saddler, the shoemaker, and the tailor have nearly doubled their price within the last 40 years. So also have the labourers and the servants.

Agreements and Leases.—There are but few leases here. The tenants are expected to pay more for their land before they can get one. The instability of trade, and the fear of a rise on their own improvements, cause tenants to be indifferent about getting a lease. The tenant of Brynchwyth has had a lease, and no one has farmed as well as he in this district since he has had it. My landlord Major C. Basset Lewis, late of Gwynfe House, has an agreement on his estate, which is too one-sided and stringent for the most part, and the tenants are bound to sign it though it is in in a language which not one in seven can understand.

Food and Social Habits.—The food is very different from what it was 40 years ago—more pleasing to the taste—I would hesitate to say that it is better. I believe that the oatmeal, the barley loaf, and the mixed loaf, the flummery (*bwdran*), the broth and milk, greatly excelled the eternal white loaf and the continual tea and coffee. Home produce is neglected in order to follow the dainty fashion of the town and works. The farmers of the highlands do not get fresh meat much oftener than when they kill a pig, and now and then at fairs and markets. I expect the labourer gets it oftener. There is as much difference between the dress of the landowner and his tenant as there is between a peacock's and a hedge-sparrow's. Eating, drinking, and pleasuring on sea and land is the chief object of a host of them, at the expense of oppressing their tenants and impoverishing their own country. The only holidays often of farmers and labourers in this district consist of going to fairs and markets as often as they have business there. The wake (*gwylnos*) and the bidding (*taith*) are nearly at an end, and the concert and the eisteddfod sometimes take their place. The masses in this district are Independents; my landlord is a Churchman, and a Conservative in politics. He speaks a little Welsh to his tenants, but he prefers English.

Lord *Kenyon*—continued.

Game.—The game and the palace of the Gwynfe estate are let to any foreigner (*estron*) who will give most for them. The Ground Game Act is a dead letter on that account. I produce a notice which has been issued by Major Bassett Lewis.

CWMCLYDACH ESTATE.

Take Notice.

Any tenant killing game on his farm shall receive notice to quit.

Any tenant allowing poachers on his farm shall have his rent raised 2*s.* in every £.

Any tenant giving such information as shall lead to the conviction of a poacher shall receive 5*l.* reward.

(Signed) Charles Basset Lewis.

The Terrace, Aberystwith,
March 21, 1867.

The Pecuniary Condition of Farmers.—There are some farmers here who, with their children, earn more money by carting coal, sand, stones, and other things, and by working in different ways in order to make the two ends meet—and yet fail after all. Some there are who have of late bought their farms on this estate. The rent of one before it was sold was 32*l.*, the interest at the rate of 3½ per cent. is

Lord *Kenyon*—continued.

20*l.* more. The tenant bought it lest he should be turned out. Many did the same, and almost my foot did slip into the same pit as they. No doubt many here borrow in order to pay the rent, but they do it as secretly as possible lest they might show their weakness. Cattle are often sold, contrary to the advice of the old proverb, "Not to sell a hen in the rain," in order to meet the demands of the landlord, and many another heavy and increasing burden that is laid on the hard shoulders of the industrious and long-suffering farmer.

Suggestions.—In face of all these facts, is it not full time to get juster land laws in our country, similar to those which Ireland received years ago? I believe we could raise double the amount of produce we at present get under the one-sided *regime* of the landlords. And is it not a stigma on Great Britain that the tithe is applied as it is, while it should, this long time, have been turned to lighten the burdens of the ratepayers?

39,655*a*. We will not ask you any questions as the time is getting on. We thank you for your eloquent statement. There are two questions by Mr. Vincent: "Who was your father's landlord"?—Thomas Morgan Jones, Bryndyfan, Llansadwrn.

39,656. "And your present landlord"?—Major C. Basset Lewis.

The witness withdrew.

Mr. Morgan Davies called and examined through an Interpreter.

Lord *Kenyon*.

39,657. Have you been through the statement which is about to be read, and do you say that it is correct?—Yes, I do.

Lord *Kenyon*—continued.

The following statement of the Witness was read:—

Evidence of Morgan Davies, Tenant Farmer, Gorllwyn Fawr, Myddfai.

Rents.

There has been a general advance in rents in the Myddfai Parish during the last 30 or 40 years as will be shown below:—

Name of Farm.	Owner.	Rent in or about 1870.	Present Rent.
Cwmcnau	Gwynne Holford	25*l.*	50*l.*
Trawslwyndu	,,	50*l.* (1852, 18*l.*)	70*l.*
Tircyd	,,	35*l.*	52*l.*
Aberhenwenfach	,,	16*l.* in 1881	25
Gorllwynfach	,,	61*l.* 10*s.* in 1881	70*l.*
Tynewydd	,,	90*l.* in 1882	100*l.*
Pentwyn	,,	50*l.* in 1890	60*l.*
Troedyrhiw	,,	20*l.* in 1879	30*l.*
Goleugoed Fawr	,,	25*l.* in 1864, 44*l.* in 1870	44*l.* (10 acres taken away)
Pantygaseg and Castell Madog	,,	60*l.* in 1865	70*l.*
Glasallt Fawr	Pryse-Rice	80*l.* in 1878, after that 100*l.*	80*l.*
Glasallt Isaf	,,	65*l.*	100*l.*
Llwyn Ifan Feddyg	,,	25*l.*	36*l.*
Cwmbran	,,	60*l.* in 1853, 80*l.* in 1870.	100*l.*
Gellifelen	T. Ll. Morgans	60*l.* in 1856	70*l.*
Tynygarn	David James	33*l.* in 1844, 38*l.* in 1886	48*l.*
Dyffryn	Lloyd, Glasnevin	60*l.* in 1875	80*l.*
Pwllcalch	,,	40*l.* in 1859	50*l.*
Cynull Uchaf	,,	35*l.*	45*l.*

In the majority of the above farms there have been changes of tenancy, sometimes as many as three or four during the last 30 or 40 years.

Lord *Kenyon*—continued.

Tenants' Children.—Many of the farmers of this parish could not pay their rent were it not that they had children working on their farms without wages, *e.g.*, at Cwmenau a son and a daughter; Gorllwyn Fawr, a son and daughter; Pwll Calch, two sons and two daughters; Tyngarn, one son; Pentwyn, two sons and one daughter; and Llwyn Ifan Feddyg, one son and one daughter. In all these cases, the rent has been raised of late years, which could not have been possible for the tenants to pay were it not for their children's unpaid labour.

Game.—The tenants holding farms adjoining preserves complain that they lose many valuable dogs, which it is hard to value.

39,658. We are much obliged to you for your valuable table?—There is one thing I should like to say and that is this: the prices of things

Lord *Kenyon*—continued.

have gone down so much now that farmers are unable to face things as they are.

Mr. *Griffiths.*

39,659. Do you ever remember worse times than the present?—No, I do not; and I am 70 years of age now.

39,660. Then you do not agree with Mr. Bishop's statement?—No, I do not. I am on the Gwynne Holford Estate, and I should wish to explain that I am on the best of terms with my landlord.

Lord *Kenyon.*

39,661. I am sure you are?—But the thing I have against it is, that the rents are too high; the land does not give the same produce now as it used to do, and the cost is greater.

The witness withdrew.

Mr. Phillip Evans called and examined through an Interpreter.

Lord *Kenyon.*

39,662. Where do you live?—Gorsddu, Llanddensant.

39,663. You have a statement to make?—I have no written statement, but I wish to say something. I wish to say agriculture will never hold on as it is now; but I would prefer that the Commissioners should ask me any questions.

39,664. I will ask you Mr. Griffiths' question: have you ever known worse times?—No, I do not recollect them so low as they are now.

39,665. Can you suggest any remedy?—The land should be so let, that we should be able to pay for it from the produce which it gives in a way to compete with other countries.

39,666. Lower rents you mean?—Yes. It is impossible for us to go on now. I may say this: that I have a son working elsewhere, and he gave 20*l.* in order to help me to pay my landlord his rent, and so that I need not get into debt. I

Lord *Kenyon*—continued.

know of one farmer who gave up his farm two years ago, and has now become a servant near us.

39,667. Have you any remedies to suggest?—No. As a labourer he has saved 20*l.* a year, whereas, if he had been on the farm he would have lost 20*l.*

39,668. Mr. Vincent asks: "Were not prices "a little better at yesterday's fair"?—There was a little more demand, but not half enough to meet the present prices.

39,669. Were prices better at yesterday's fair than they have been?—They tell me that they were a little better.

39,670. Was not that fair all that Mr. Bishop referred to?—I do not know. I did not understand him. He spoke English. *See* 39,520.

The witness withdrew.

Mr. Thomas Phillips called and examined through an Interpreter.

Lord *Kenyon.*

39,671. Have you been through the statement which is about to be read, and do you say that it is correct?—Yes.

[*The following statement of the witness was then read.*]

Evidence of Thomas Philips, merchant, The Stores Llangadock.

See 39,491. Personal.—In conjunction with Mr. Hopkins, of Cefngornoth, I have been requested by the tenant farmers of the parish of Llangadock to give evidence on their behalf before the Commission.

Lord *Kenyon*—continued.

In what I have to say, I speak of facts which have come within my personal knowledge. I have held farms of various sizes in the district for 11 years. I was tenant of a farm of 300 acres. For seven years I have been a corn and seed merchant, my business bringing me into direct personal communication with most of the farmers of this and surrounding districts.

Rentals.—Speaking generally, I thoroughly agree with Mr. Hopkins, that the rentals of agricultural holdings in this district are much too high. This is especially true of the last 15 to 16 years, when the prices of farm produce have become so depressed as compared with the prosperous times of 20 to 25 years ago. While the

Lord *Kenyon*—continued.

prices of all kinds of produce have fallen from 35 to 40 per cent., there has been no corresponding reduction of rent. While there have been during this period numerous instances of rentals being permanently raised, the reductions have almost without exception taken the form of temporary abatements only. These abatements have not been general and have varied, not according to the justice of each case, but according to each individual landlord's (or agent's) sense of generosity. The most generous of these would not meet the farmer's actual need. A large and permanent reduction would alone do this.

CRITICAL CONDITION OF FARMERS.—I admit that some landlords have shown, especially within the past two or three years, practical sympathy with their tenants' hard case, by substantial abatements.

There are other landlords who have made only a nominal abatement, and some who have returned their tenants nothing. As a rule, my experience has been that the landlords who are slowest in making abatements, rent their farms dearest. From personal experience, and from facts placed within my knowledge by tenant farmers, I have no hesitation in saying that the agricultural depression, though varying to some extent in different localities, is generally and deeply felt throughout South Wales, and is marked and intense in the Vale of Towy. I am speaking from facts within my knowledge, when I say that a large and increasing number of farmers in the Vale of Towy are on the verge of ruin, and that unless some effective remedial measures are shortly applied, the results will be most disastrous to landlords and tenants alike.

INSECURITY OF TENURE.—Another important factor in the case, and one which accounts for the failure, or want of success, of many is the insecurity of tenure. Warned by their own or their neighbour's experience, farmers have become increasingly unwilling to sink that capital in their holdings, which is absolutely necessary to produce the best results. The consequence is, that the land, as well as the farmer, has become, in many instances, impoverished. When the farmer lives in constant dread of receiving notice to quit, with or without cause, he can hardly be be expected to do his best to make his farm permanently profitable.

NOTICE TO QUIT.—That this dread is well founded, farmers in this district have learnt too well by their past experience. I have taken the trouble to inquire into the number of notices actually served, and the changes of tenancy which have actually taken place in this locality during the past 25 years.

For two hamlets in the parish of Llangadock, I put in evidence the accompanying table, giving the names of the farms, the acreage of each, the number of notices served, and the number of tenants who have occupied each during that period.

Lord *Kenyon*—continued.

Holdings.	Acreage.	Number of Notices.	Number of Occupiers.
Tanyfan	14	1	2
Penwaun	3½	—	2
Tynlone	80	1	3
Glansevin-isaf	76½	1	2
Caefylchi	80	1	2
Pantycelin	17	1	2
Coedweddus	126	—	2
Llwynnoyadd	49½	2	3
Olchfa	163	1	3
Caebricks	8½	1	3
Cwrywaun	82	1	6
Mount Dyrfal	4½	—	3
Llwyndewi	40	2	5
Caeduduon	16¾	3	4
Tirfforddisa	7¾	2	3
Ddolfach	4½	4	5
Dolybach	8	2	4
Caebach, &c.	10½	2	2
Pwllygrawys	25	2	2
Caewrlmon	3	2	3
Yrfa-uchaf	5¼	4	6
Gaflerach	22	2	4
Gwmgwengad	34	2	5
Caeaubychain	189	3	4
Tirforddcha	7¾	3	3
Caeaubychain	192	2	4
Tirmawr	83	3	5
Pantmainog	83	2	4
Glantowy	95	2	2
Cwrt	35½	1	2
Tirmerlin	29	1	3
Cefngornoth	139	1	3
Caeglas	20	1	1
Wernfrena	7½	2	1
Cwmbran	148	1	2
Caesarah	101	2	1
Tynewydd	28	2	2
Caecilheol	3½	1	2
Caegentrin	153	—	2
Tyddin	25	—	1
Gwernfrena Land	20	2	5
Waunystradmeurig	3	2	1
Goilan Goch, &c.	10¾	2	3
Cae Baily isa	6¼	2	3
Old Nag's Head	2	2	3
Pengawse	4	1	2
Castle	14⅓	2	4
Caecilheol	5¼	1	3
Cefnorewil	52	1	2
Coedshone	20	3	3
Tircilly	26	—	3
Llwynbedw	35¼	1	2
Blaenewydd	60	—	1
Brynglas	100	3	4
Pentwyn	99	1	4
Tir-y-felin	19¾	2	3
Towy Bridge	6	2	2
Danyrallt	179	2	2
Ynysmoch	146	2	1
Felincwm	4	2	4
Bailey Duffryn	173	2	1
Carregcath	169	2	4
Cwmsawdde	219	2	2
Garregfolgam	203	2	4
Tanylan	119	2	6
Rhiwgam	34	2	4
Penybont	70	3	3
Caellwynllydiad	6	3	2
Tynewydd	15	2	1
Half Way	12	3	4
Bwlchagored	37	2	1
Farmers	2	—	2
Rhywadmon	56	—	2
Mount	7	—	1
Llwyndu	97	—	1
Llwynrynn	30	—	1
Carregceggin	64	—	1
Criegglas	284	—	3
Gurnos	129	—	2
Llwyncelyn	46	3	2
Danygarn	43	1	1
Cefneced	15	1	2

Lord *Kenyon*—continued.

Holdings.	Acreage.	Number of Notices.	Number of Occupiers.
Cefncoed	36	1	2
Dolgoy	23	—	2
Cwmcrumlin	32	—	2
Glanceidrych	67	—	1
Llwynendy	113	—	1
Newfoundland	65	—	2
Capel Tydist	365	—	3
Caerhun	120	1	2
Cae Bach and Cae Garreg	4	3	5
Penybont Sawdde	36	2	2
Llysbychan	42	2	2
Glansawdde	49	2	3
Talygarn	101	1	1
Penybont	73	2	2
Gwarnellyn	42	2	2

From this table it will be seen that the number of holdings is 97, the number of notices I have traced is 145, while the probability is that a considerable number remain yet unaccounted for; the number of occupiers during that period is 184; in other words, taking the whole of these 97 holdings, each has had on an average two tenants in 25 years.

COMPENSATION.—With this large number of tenants who have left, or been obliged to leave their holdings, I do not know of a single case where such tenants have received compensation for improvements done by them. It must not be assumed that no improvements had been effected, or that no compensation was due to the out-going tenant.

I will give a case in point: Mr. T. Jones, late of Cwmsawdde, assures me that he left on the farm in unexhausted improvements, representing in hard cash at least 400*l.* He did not receive a penny. That his estimate of the value of the improvements is well founded would appear from the fact that an advance of nearly 100 per cent. was made in the rent. Mr. Jones writes me—

"Tyfry, Llanfrynach, Brecon,
"July 4, 1893.

"My reason for leaving Cwmsawdde "Farm was an advancement of 50 per "cent. in the rent on my own labour.

Lord *Kenyon*—continued.

"What I would consider fair compensa- "tion would be 400*l.* for unexhausted "improvements, but received none.

"The work I did during my tenancy at "Cwmsadde, and the treatment I received "at leaving, will be a mark in the annals "of farming history. My predecessor paid "120*l.* a year for Cwmsawdde, &c., during "the years 1850 to 1860. I took the "place in 1862 (if my memory serves me "well) at 175*l.* rent, tithes included, but "during my last years the rent was raised "to 240*l.* a year, *tithes excluded*, besides "my landlord took away the *cottages from "me, and ten acres of the best land*; this "was done without any reason whatever, "other than the improvements done on the "land, for I will defy any man to prove "that I did anything wrong.

"So that, in fact, the rent was more than "doubled in 12 years at my expense and "labour.

"T. JONES."

I give this as a typical case. Similar instances could be advanced all over the country.

REMEDIES SUGGESTED.—(1.) Permanent reduction in rent on assessment made by either

(*a.*) Land courts, or

(*b.*) An independent valuer,—*not* one selected by the landlord.

(2.) Full compensation for improvements.

(3.) Absolute security of tenure.

39,672. We have not time to ask you any questions to-night, but we will take your statement with us, and if any questions occur to us, perhaps you will come and submit yourself for further examination at Llansawel?—I will try to come.

39,673. We should like your table improved in this way, giving the estates on which these farms are, and the parishes. This does not include changes of tenancy in one family from father to son, and so on?—There are two estates there. It is not from father to son. One estate has been sold twice there.

The witness withdrew.

Adjourned.

FORTY-NINTH DAY.

Schoolroom, Llansawel, Carmarthenshire, Thursday, 19th April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. JOHN MYLES JONES called and examined through an interpreter.

Chairman.

39,674. This statement has been read over to you, and you say it is correct?—Yes.

[*The following statement of the witness was read:*]

Evidence of JOHN MYLES JONES, Saddler, "Town Hall, Llansawel.

PERSONAL.—The farm of Glantren Fach, in the parish of Llanybyther, some years ago belonged to the Penllergaer Estate. It is a farm of 175 acres. The tenant, when it belonged to Penllergaer, was one Thomas Williams, and the yearly rent 70*l.*, or 8*s.* an acre.

Two small holdings belonged to the farm, Pantycelyn and Lletty'rgof, together with four cottages and a smithy, but two of these cottages are ruins by this time. The land belonging to Pantycelyn was 22 acres in extent, for which Thomas Williams received 20*l* a year, or about 18*s.* an acre. To Lletty'rgof there belonged 24 acres, for which Thomas Williams received 15*l.* a year, or about 12*s.* 6*d.* per acre.

In Lletty'rgof I was bred. When my father took the place in 1851 the yearly rent was 14*l.*, together with the grazing of a meadow from August to April, for which my father paid Thomas Williams 20*s.* in addition. A few years after, this meadow was rented by Williams to another person for 4*l.* 10*s.* But Williams compelled my father to pay 15*l.* as usual for his holding, though he had thus been deprived of the meadow.

In the year 1867 Thomas Williams wanted a sow which my father had at the time, but as he refused either to pay for it or allow for it in the rent, my father refused. In consequence of this Williams said that he was sure my father would regret it. The following year, in March 1868, my father received a notice to quit from Thomas Williams, and, in the following September, Williams told my father that the rent henceforth would be 18*l.* My father felt that this was unjust, and determined to lay the matter before the landlord, before he would leave or pay the additional 3*l.* in the rent. In January 1870 my mother went every step to Penllergaer to see the landlord, Mr. Dillwyn Llewellyn. But as the landlord was not at home at the time my mother only saw the agent, Mr. W. J. Rees. Mr. Rees was very kind and told her to return home and feel safe, and that the rent of Lletty'rgof would be 15*l.* as before, and that he would write to Williams to that effect—and Mr. Rees fulfilled his promise.

Chairman—continued.

In 1879, as there was need of repairing the buildings, and especially the dwelling-house, I went on behalf of my mother to Swansea to see Mr. Rees to beg for repairs. But he refused to do any repairs or allow me to cut any timber for that purpose. So we were compelled to go to a great cost in improvements at our own expense.

In 1886 Glantrenfach was sold, together with the small holdings and cottages belonging to it. The whole was bought by Mr. Timothy Evans, 11, Courtland Terrace, Merthyr Tydvil. The result of the sale was a general advance in the rents, as follows:—Glantrenfach, 85*l.*; Pantycelyn, 22*l.* 10*s.*; Lletty'rgof, 17*l.* 10*s.*; but the latter is now 20*l.*, as the new owner has spent 150*l.* on repairs.

Williams rented the meadow, referred to above, to a neighbour—a widow—for 4*l.* 10*s.*, and by one of the conditions the widow was allowed to cut clods of peat from the meadow for her own use. One year she had employed a workman to cut 12 loads of peat for her, but while the peat was "harvesting," Thomas Williams took the 12 loads for his own use, without paying the widow any compensation. And as the meadow was useful to the widow, and she was afraid to lose it, she would not go to law to enforce her rights.

Chairman—continued.

Nominally, Thomas Williams paid 8*s.* per acre for his land, but after deducting what he received from the small holdings, he paid something like 5*s.*, without taking into consideration the rents of the cottages and smithy. The remaining 3*s.* he screwed out of his sub-tenants.

Consolidation of small Farms.—I know of about 50 small farms which have been added to other farms in the parishes of Llanybyther, Llansawel, Cayo, and Talley.

I know of some 121 cottagers' or labourers' houses in the above four parishes which have been allowed to fall into ruin during the last 30 or 40 years.

Condition of Farmers.—I have every chance to get to know how farmers live, through following my occupation and visiting the farmhouses to mend harness, &c. Where there are many children, the custom is to give the grazing of a sheep or two or more, according to their circumstances, to the elder children for working at home. Often the farmer will not have enough to pay me and others when our work is finished; sometimes he has not a penny. But if he has a portion with him, he will borrow from his children, or his servant, or his maid, and many and keen are the inquiries as to when he will pay them back. Generally the farmer has to give full details as to repayment. I know of many besides myself, who have helped their parents to pay their large rents, because of their affection for their old home. I know of many farmers who have had to borrow money in order to pay their rent every time for some years.

Suggestions.—(1.) A land court composed of a man nominated by the landlord, a man nominated by the tenant, and the rest by the Government. This court to decide on a fair rent.

(2.) Security of tenure.

(3.) Full compensation for all improvements when the tenant leaves.

(4.) If the farm is sold the sitting tenant ought to have the first offer of it at a fair price. If the farmer has not the money the Government should advance him the money at a reasonable interest, and that he should repay the loan with the interest yearly till he pays back the whole.

(5.) Total abolition of sub-letting.

(6.) The multiplication of small holdings.

(7.) The construction of light Government railways.

I put in a letter to prove that the rent was 85*l.* It is a letter from a friend.

39,675. That is to prove that the statement of the rent is correct?—Yes. "Hendre Einon, "April 16th, 1894.—My dear Friend, I am "sorry that I have been so long before answering your letter. I have done my best to send "it to you, and hope it will come into your "hands soon enough. With regard to your "question I have been making careful inquiries "about the rent of Glantrenfach; the rent is

Chairman—continued.

"85*l.* yearly; and they have received no abate-"ment. The rent of Pantycelyn is 22*l.* 10*s.*, "and he also has had no abatement. So, you "see, they deal hardly enough with them all." The other part of the letter refers to another matter.

Sir *John Llewelyn.*

39,676. You were not a tenant of mine, were you, you were a sub-tenant?—Yes.

39,677. Mr. Thomas Williams was the tenant?—Yes.

39,678. And the sub-tenant let to you at an improved rent?—Yes.

39,679. Are you aware that when that part of the Penllergaer estate was sold the first chance of purchase was given to the sitting tenant?—Yes, I know that.

39,680. At the reserve price?—I did not know that.

39,681. It was so as a matter of fact. Do you know whether Mr. Thomas Williams availed himself of that or not? I think, from the evidence (though I did not follow it quite) that he did not. Who bought the farm?—Timothy Evans.

39,682. Then the sitting tenant did not avail himself of his opportunities?—No; he was dead at the time.

39,683. You are now a saddler at Llansawel?—Yes.

39,684. Do any of your relations inhabit Lletty'rgof?—My mother lives there now.

39,685. What is the rent she pays now?—20*l.*, but she has not paid the increase as yet. It is 17*l.* 10*s.* now.

39,686. It was 15*l.*, now it is 17*l.* 10*s.*?—Yes.

39,687. Then you consider that your relations are worse off in consequence of the sale?—They are not so well off.

Mr. *Richard Jones.*

39,688. You think that sub-letting is generally a bad thing?—Yes, I do.

39,689. And should be discouraged by landlords generally?—Quite so.

Mr. *Brynmor Jones.*

39,690 You say you know of 50 small farms that have been consolidated and 121 cottages which have been allowed to fall into ruin?—Yes, I produce the names.

39,691. I should like it to go on the notes that you have got particulars to support that general statement?—Those are the names of the 50 farms and the 121 cottages. (*For these lists see Appendix.*)

39,692. What has become of the labourers and the people who used to live in these cottages?—They have had to go to the works.

39,693. Have many new cottages been built in place of these old ones in the four parishes?—Not one instead of those.

Mr. *Brynmor Jones*—continued.

39,694. But new cottages have been built?—Not instead of those, but in some places they have.

39,695. Is there a difficulty in getting labourers for farms?—Yes, a great difficulty.

39,696. Have the labourers' wages gone up?—Yes; they are high enough, but not because of that.

39,697. Not because so many have gone off to the works?—I do not believe so.

39,698. Do you know of any cases in which a tenant has obtained compensation either under the Agricultural Holdings Act, or otherwise when he has left a farm?—No, I know of no case.

39,699. Do you hear any talk of the Agricultural Holdings Act, for instance?—Yes; it is worth nothing.

39,700. Why do you say it is worth nothing?—Because there is nothing decisive on either side.

39,701. I suppose that nearly all the people who live in these four parishes habitually talk Welsh?—Always.

39,702. Llanybyther, Llansawel, Cayo, and Talley?—Yes.

Lord *Kenyon.*

39,703. Have there been any cottages built in the place of these 121?—There are none built instead of those, but there have been some built.

39,704. There have been some new ones built which have taken the place of these to some extent though they have not been on the same sites?—None have been built instead of those.

39,705. Would you have bought your holding if you had had the offer?—Yes, if I had it at its value—at what it is worth.

Mr. *Griffiths.*

39,706. Will you kindly tell me what position Mr. Thomas Williams holds on this estate?—Only a farmer.

39,707. He was no agent or anything of that sort?—No.

39,708. He had some influence, I suppose, with the landlord?—No, I do not know that.

39,709. What class of cottages did they build in place of these 121 cottages that went into ruin?—In the villages they are built, not all over the country.

39,710. They have not built any agricultural cottages?—No.

39,711. You are in a position to know how the farmers stand. You say they borrow a good deal of money to pay their rent?—Yes, many of them.

39,712. How long has that been going on?—Did they always borrow money, or is it only of late years?—For many years now.

39,713. Is it more so now than it used to be years ago?—Yes, I believe it is.

Mr. *Richard Jones.*

39,714. Had you anything to complain of against Mr. Rees, the agent, except that he refused to repair the dwelling-house and he buildings?—Nothing except that.

39,715. What was really the condition of the dwelling-house; just describe it?—It was coming down.

39,716. Coming down?—Yes.

39,717. Was rain coming into the rooms?—Yes, there were drops coming in; it was a straw-thatched house.

39,718. And the agent was acquainted with the condition of the house?—He had not seen it.

39,719. He had not seen it?—No; he did not come to see it and he never saw it.

39,720. Was it not customary for the agent to visit the farmhouses and the cottages on the estate?—I never saw him.

39,721. But is it a customary thing that agents do not visit the farmhouses and the cottages?—Well, that one did not come, whatever.

39,722. How far did he live from the dwelling-house?—The agent lived in Swansea and I lived in Llansawel, a distance of 60 miles.

39,723. Thomas Williams, you say, is dead?—Yes.

39,724. Did not this case of the widow here create a good deal of scandal in the neighbourhood?—Yes, a great deal.

39,725. And it was generally considered an unjust thing?—Yes.

Mr. *Griffiths.*

39,726. May I ask, what kind of accommodation is there at these farmhouses? Do you lodge with the farmers or do you go to your own home to lodge when you are out working?—I sleep with them, often.

39,727. What kind of rooms do you generally sleep in?—Some are better than others.

39,728. Do you ever sleep in these rooms we hear of where both sexes sleep together, with no partition?—No.

39,729. You do not know of any such farmhouses?—No, I do not know of any.

Chairman.

39,730. You say nominally Thomas Williams paid 8*s.* per week for his land?—Yes.

39,731. By screwing 3*s.* out of his sub-tenants he paid something like 5*s.*?—Yes, as this will show (*handing particulars and conditions of sale*).

39,732. In addition to which Thomas Williams in 1867 tried to get a sow out of your father for nothing?—Yes.

39,733. And in consequence of his refusal he put his rent up from 15*l.* to 18*l.*?—Yes.

39,734. And he appealed to his landlord at Penllergaer?—Yes.

39,735. And he obtained redress?—Yes and he was allowed to remain as he was before.

39,736. The rent went down to 15*l.* as before?—Yes.

Chairman—continued.

39,737. Do you consider sub-letting objectionable or not?—I am against it.

39,738. In your case the landlord interfered and helped you as sub-tenant?—Yes.

39,739. In circumstances where a tenant or sub-tenant could not be protected by his landlord do you think there should be a land court or a tribunal of some kind to which you could apply?—Yes, I believe there ought to be a land court.

Chairman—continued.

39,740. A question is handed in by Mr. Vincent:—"Supposing the sitting tenant were "entitled to the first offer at a fair price, ought "there not to be something to prevent him from "putting the freehold up to auction immediately "afterwards"?—No, I do not think there ought to be a law to prevent him from selling it, but to sell it at a fair price afterwards.

The witness withdrew.

Chairman.

I have had a letter handed in which I have much pleasure in reading from Mr. J. E. Vincent, representing the Landlords' Association:—

"Landowners' Association of
South Wales and Monmouthshire,
My Lord, April 19th, 1894.

I hope you will not think me presumptuous in saying that, owing to the absolute fairness and candour with which Mr. Llewelyn Williams conducts his work, I do not hesitate, as I might in some cases, to trust him absolutely as interpreter, and generally. It is, I venture to say, due to him that this should be said.

Your obedient servant,
J. E. Vincent."

Chairman—continued.

Mr. *Llewelyn Williams.*

I am much obliged, my lord

Mr. Thomas Davies called and examined.

Chairman.

39,741. You are a tenant farmer, of Tynycwm, Llansawel?—Yes.

39,742. How far is your residence from this place?—About a mile and a half or something like that. I will do my best to answer the questions in English. I would rather my printed statement should be read.

[*The following statement of the witness was then read.*]

Personal.—Tynycwm is a farm, near Edwinsford, belonging to Sir James Drummond. Rent, 174*l.* During the last two years a field of 16 acres was added, for which I paid 40*l.* a year extra. I have been deprived of this field at a month's notice, and I am of the firm opinion that this has been done because I intended to give evidence before the Commission. Many more tenant farmers would come forward to give evidence if they only dared, but they stand in terror of their landlords. This fact has been materially increased owing to a tenant of Sir James Drummond, named William Davies, of Gelly, having gone to Sir James to ask a favour, when he was told to go to me, as it was I who managed his estate now. My father some time ago went to Sir James on business, and the first thing Sir James asked him was whether he and I had been at the meeting of tenant farmers called to prepare for the Commission. When told that we had both been there, he said that I was getting a very important man now, and was turning against him. This shows, I think, whether landlords favour their tenants giving evidence or not.

See 40,565.

See 40,592.

39,742A. Is Sir James Drummond's agent in the room?

Chairman—continued.

Mr. *Dudley Drummond:* I am his agent, my Lord.

[*Statement continued.*]

In 1884, the landlord repaired the stable, built a cowshed for 21 cows, a shed for cattle, and pigsties. I did the whole of the haulage of everything connected with the above, and I am prepared to prove that the haulage cost me more than the buildings and repairs cost the landlord. I was refused liberty to carry stones from a quarry at the top of my farm because it was within the precincts of a rabbit preserve, and I consequently had to go more than five times the distance over a fearfully bad road. In addition to this I have—independently of the haulage—expended over 100*l.* in building and repairing, for which I have only been allowed 31*l.* odd. But the house is still in a most unsatisfactory state, only containing on the ground floor three small rooms in which the family do all work connected with the farm, and no room for the servants to spend their leisure time, and no sleeping accommodation worthy of civilization.

Insecurity of Tenure.

Edwinsford Estate.

Before the Ground Game Act came into force the tenants on Sir James Drummond's estate were allowed two months every year to kill the rabbits, which were over-running the place and eating up everything. But this was subject to the tenants obtaining a licence every year, for which they paid 5*s.*, and a clause was put in every licence that the tenant must go out with his workmen to kill the rabbits.

Chairman—continued.

(1.) Samuel Davies, of Penlan, nearly 70 years old, sent his workmen out alone, and for this reason he was served with a notice to quit, and he had to leave. The tenant kept five cottages which are on the farm, straw thatched, in complete repair for 15 years, and was not paid a penny piece as compensation. He was a splendid farmer, and improved the farm to a very large extent.

(2.) Bank Farm, Roderick Lloyd. — Was tenant of the above farm for from 15 to 20 years, —a splendid farmer with a large family, all working on the farm. Result was the farm was in a high state of cultivation. For the purpose of taking advantage of the two months referred to in the last instance, the tenant kept a ferret for the purpose of killing the rabbits. Having seen a rabbit go into a hole in his garden hedge he fetched his ferret and caught one rabbit. The gamekeeper saw him and he immediately received notice to quit, and he was turned out for catching one rabbit. He was not paid a farthing for compensation.

2,290. (3.) Wion Farm.—Landlord: Sir James Drummond. After the tenant had carried everything towards the new buildings the rent was raised to 12*l*., adding (as an excuse for the advance) a field to the farm. The field is valued at 6*l*. Thus the rent was really advanced 6*l*. on the tenant's work, who is over 80 years old. The tenant is the most hardworking and sober man that ever lived, and should his health fail he has not a penny to keep him.

(4.) Rhyglyn Farm.—Sir James Drummond. The present tenant applied for 13*l*. reduction, instead of which he got notice to quit.

(5.) Cilwenau Uchaf.—50*l*. rent, but when some new building was made the rent was raised to 55*l*., and yet all the haulage was done by the tenant, James Williams. The farm was quite in a common state, and all the banks or hedges were made by the tenant. Sir James Drummond bought the farm, and the rent is now 130*l*.; two fields added to it valued 10*l*.; also Cilwenau Isaf was bought by Sir James which was rented at 105*l*. at the time of sale; the present tenant was paying 105*l*. till the last two years, when he was allowed 15*l*. deduction, although Troed-y-rhiw (part of it) is rented at 15*l*., and also 23 acres of the best land is given to Bank Farm out of it, and yet Cilwenau Uchaf was 105*l*. till the last two years.

Pantglas Estate.

45,793. Esgergynddu.—This is a farm in the parish of Llanfynydd. The owner is Mr. Gerwyn Jones, Pantglas, and his agent is Mr. Watkins, the Bank, Llandovery. The old tenant of Esgergynddu was Mr. Stephen Griffiths, and his ancestors had held it for generations. Mr. Griffiths died July 19th, 1890, leaving an unmarried daughter and a grandson, 10 years of age, at the farm. Mr. Griffiths had arranged in his will that the daughter should remain at

Chairman—continued.

Esgergynddu, and had bound her to bring up his orphan grandchild. To her he had left the stock and crop of the farm, together with all his other goods. Mr. Griffiths having been unwell only a few days before his death, left the farm in excellent condition so that to lose the farm would mean the loss of scores of pounds to his daughter. In September 1890, two months after her father's death, Miss Griffiths received notice to quit. While under notice, she did her utmost with the landlord and his agent to keep on the farm. She had plenty of means at her disposal to carry on the farm as before, and she had in the meantime married a son of one of the other old tenants on the estate, who lived with his parents at Nantyffrwd in the same parish. Her brother-in-law, Mr. Samuel Thomas, Disgwylfa, Abergorlech, offered to become surety for them if it was feared they could not pay their way. But, in spite of every effort, the farm was refused her, and she was evicted twelve months after receiving the notice to quit, and the farm was given to another, who pays, I believe, 17*l*. a year more rent. A few days after the expiration of the notice, the trustees received a warning from Mr. George Williams, solicitor, Llandilo, on behalf of the landlord, ordering them to clear everything out from Esgergynddu at once, and if they did not do so, that he was under instructions to let the law run its course. In consequence of this notice, the trustees went to Llandovery to the agent, and told him that the daughter was leaving the place, but that she and her husband had no other place to go to but the road. The agent stated in reply that she should not be allowed to remain in the place on any account. In the face of this, the trustees asked the agent if he would allow some compensation for the unexhausted improvements left on the farm, but he said that he would not allow a penny for anything except for the manure.

On Esgergynddu there was a house and garden called Blaenddol, which was rented by Mr. Griffiths for a yearly rent of 2*l*. 5*s*. Some years before his death he had rented this house to a Mr. T. B. Evans, who had turned it into a shop. But, having married, and wishing to have a dwelling-house, Mr. Evans built another room as a shop, adjoining the old house. In something like two or three years after, Mr. Evans removed to Glamorganshire, and asked Mr. Griffiths for the sum of 15*l*. 12*s*. 6*d*. for the cost of building the shop and adding to the old house. Mr. Griffiths thereupon bought the shop at the price named above, which was paid to Mr. Evans by the trustees after Mr. Griffiths' death. After Mr. Evans' departure, Mr. Griffiths rented the house and shop for 5*l*., as against 2*l*. 5*s*. before. The trustees did their utmost to get the agent to grant some compensation for the shop, which had more than doubled the rent of Blaenddol, but he refused to give a single halfpenny. And there it remains to this day, the new tenant or the landlord receiving the profit for the improvement

Chairman—continued.

A few instances of the amount that has been added to the rent of other farms not already mentioned :—

See 42,305 –42,329.

Farm.	Tenant.	Rent.	Advanced to.
		£ s.	£
Ynysau	Tim Davies	126 0	148
"	Walter Williams	101 0	110
Gwinionlethri	—	26 0	42
Ty Howel	—	29 0	50
Penlan Fawr	—	An advance of	12
Trewern	—	An advance of	12
Ffynongrech*	—	41 18	65
Ffosgotta	—	100 0	148
Blaenig	—	29 0	38
Tynycwm†	—	80 0	91
Gellygoedog	—	80 0	90
		£612 18*s.*	£747

* Two fields, valued at 7*l.*, have been added to this farm.
† Many acres were taken away from this farm, a great portion of which was a good sheep walk.

See 42,298. There has been an increase in the rents in the neighbourhood of Llansawel on an average of 25 per cent. during the last 20 years.

FARM SERVANTS AND LABOURERS 40 YEARS AGO AND TO-DAY.

	£	*s.*	*d.*
Servant man 40 years, say 20 years of age	8	0	0
Servant girl 40 years, say 20 years of age	5	0	0

Labourers.—Winter, 8*d.* a day and his food. Summer, 1*s.* to 1*s.* 6*d.* when cutting hay, &c. But now they are three times the amount.

TENANTS' CHILDREN.—At the following places, for example, the children of the tenants work at home for nothing ; four at Ynys Farm, worth 80*l.* a year; four at Penlan, worth 80*l.*, four at Acheth, worth 60*l.*; three at Island Farm, worth 45*l.*; four at Cilwenau Isaf, worth 60*l.* In none of these places do the tenants, I think, save money.

I submit the following evidence respecting glebe farms in the neighbouring parish of Talley. The rents of these farms have gone up about 40 per cent. in the last 50 years. To prove it I shall refer to the farm called Cefnblaidd, about 112 acres in extent, with a labourer's cottage and a right of common called Mynyddbach, 35 years ago was let at 55*l.*, but now, although the labourer's cottage has fallen into ruins, and the right of common grazed by the landlord himself, the rent is 75*l.* with rates and taxes increased threefold. Eighteen years ago, when the late Rev. David Rees came into the living, the valuer appointed by the ecclesiastical authorities valued the dilapidations on the estate from the former incumbent at 300*l.* (which was paid by the widow). The rent was then only 75*l.*, but the Rev. D. Rees having spent about 100*l.* in building a house, the tenant doing

Chairman—continued.

the haulage and labourer's work without payment, he increased the rent to 65*l.* and then to 75*l.*, and he pocketed the other 200*l.* The tenant after trying hard for a few years to pay this exorbitant rent was sold up a bankrupt, and he died a parish pauper, and his wife receives parish relief now. The incumbent (Rev. D. Rees) farmed this himself for a few years, and though he had no rent to pay and was in receipt of rents from the other farms, when he died he had not got enough money to pay his debts incurred by farming. The valuer again stepped in and valued the dilapidations at 250*l.*, but they have never been paid owing to the debts already named."

39,743. How far is the parish of Talley from here ?—The nearest parish.

39,744. Is this reverend gentleman, Rev. D. Rees, in the room ?—No; he is dead.

39,745. Is any representative of the family living in the neighbourhood ?—No.

[*Statement continued.*]

LAND HUNGER.—Land hunger is very strong in this district, and when a farm is vacant 10 or 12 applications will be made for it, knowing well that it is over-rented; but they think that once they get possession of the farm the landlord will take compassion on them and reduce the rent, but it is very seldom that that happens. On some estates abatements have been given ranging from 10 to 15 per cent. (but on certain conditions), but on the glebe land no abatements whatever have been given.

RELIGION AND LANGUAGE.—Difference of language has no effect upon the relation of landlord and tenant, but the clergy try to put the question of religion between them. As an instance, I can quote a paragraph written by a clergyman not far from here to the "Llan," of last year, respecting Nonconformists, that "*They had the "word of God on their lips, but the works of the "Devil in their hearts.*"

RELATIONS OF TENANT AND LANDLORD.—Most of the landlords give no encouragement whatever to farmers to cultivate their farms well. Tenants feel that they must pay special attention to three things in order to obtain security of tenure :

1. Pay the rent.
2. Touch not the game.
3. Ask not for repairs.

Capable farmers are not half as respected by many landlords and agents as those who farm their lands in an indifferent manner, for this reason: the man who farms indifferently doesn't care what state of repair his buildings are in, and therefore never asks for repairs, thereby winning the smiles of both landlord and agent. To the hard-working and conscientious farmer, ruinous buildings besides, being a loss, are an annoyance ; but immediately he asks for

Chairman—continued.

repairs he is put down as a grumbler and never gets any of his requests granted, so that he has to pinch and repair himself, and then in too many cases he has to pay an increased rent on his improvements or leave.

Maesteile, Pencarreg.—Thomas Thomas, tenant of this farm, having a peat house which
c 42,340. was nearly falling, cut an alder tree (*pren gwernen*) for the sole purpose of keeping this house up, which was the duty of the landlord. The value of the wood was 1*s.* at the very outside, but he had to pay 5*l.* to his landlord for cutting it.

Landlords' Farming.—The majority of landlords in Wales do not farm themselves, neither take any practical interest in their tenants' farming or encourage them. On some estate there are many acres of uncultivated land. (Instances can be given to prove the above statement.)

Conditions of Farm and other Houses.—The buildings on the glebe farms of Talley are very poor, one farm-house, called Pistyll, having only one sleeping-room upstairs, where both the sexes sleep, with no divisions between them, no ceilings overhead between them and the slate roof, and the wind and snow getting in through the crevices.

ee 42,367. On many farms in my district farm servants sleep in the out-houses, in the hay-loft or granary, or some other corner, no properly constructed place for them, and as an instance, I may say, that Mr. Simon Jones, of Plas, Talley, has told me that it has been his lot to see once a layer of snow an inch thick on the bed where two boy-servants slept all night.

The following places are in a disgraceful state of repair:—

Llundain Farm.—Landlord: The representatives of the late Mr. Davies, Troedybryn. Rent, 50*l.* The farm-house and outbuildings are straw thatched and very, very expensive to keep. There are no rooms in the loft, and both sexes are obliged to sleep without any partition between them.

Ffynongrech.—Forty years ago the rent was 42*l.* The tenant's father himself drained many acres; also the landlord drained many acres; but the carriage and breaking stones was done by the tenant. Over 200 loads were carried to one wet plot, and broken by the tenant; and more than that, the tenant had to pay 5 per cent. interest on all the landlord's outlay in draining.

Also three cottages at the bottom of the farm, the tenant receiving 7*l.* 10*s.* rent a year from the three. But the tenant received an order from the agent to pull them down, and he did so, carrying the stones away and putting them in one heap, and making the three gardens an addition to the adjoining field, and built a hedge along the roads, without receiving a penny for the labour, nor any allowance made for the loss of 7*l.* 10*s.*, except 6 acres of common land added to the acreage of the farm. The house is very

Chairman—continued.

common, thatched with straw, and there is from 20*l.* to 30*l.* every eight years in straw alone to keep it in proper repair.

Part of Ffynongrech was a common before it was banked or hedged by the tenant and put in three fields, and many other banks or hedges were made; also the road to the farmhouse. The wages of labourers, carpenters, and masons for erecting the cowhouse and carthouse were paid by the tenant; also thatching the barn.

When the Twelvemonths' Notice Act was passed, all the tenants had notice to quit, or sign to the six months' notice. Also the same when the Ground Game Act was passed.

Also, Mr. David Williams, Penlan Fawr, had notice for speaking the truth to the farm bailiff, who was a most cruel and tyrannical man to the tenants, and treated them as if they were his tools and slaves.

Llansawel Mill.—Low thatched house, leaking, no proper loft, no windows or ventilation, and no partition up in the sleeping place, and yet obliged to use it for sleeping for both sexes.

Witness.

May I ask you, my Lord, if a few of you Commissioners will call to see this Mill Farm, it is only a few yards from here.

Chairman.

39,746. Who is the landlord of the Mill Farm?—Sir James Drummond, but it is underlet. It is not the worst, but it is near enough for you to see it if you will please come over.

[*Statement continued.*]

Tanlan.—I have received the following letter from Mr. D. Evans, Tanlan: 'I am sorry 'I did not send yesterday as promised, hoping 'it is not too late now. The house is in a very 'poor state, very near tumbling down, water 'flooding the kitchen floor when raining, leaks 'all over, also severely cold, cannot hardly live 'in cold and windy weather, ground as high as 'top of wall in back. Tenant is a working 'mason, his sons carrying on the farm. The 'rent is so high that he is obliged to pay pounds 'out of his wages every year to keep the farm 'going.'

Llwyncelyn, Llansawel.—Rent 14*l.*; two rooms both on the ground floor, no kind of a loft. The family of six are obliged to sleep in the same room.

House adjoining the above.—Seven in family, only two rooms in which the whole family have to live during the day and sleep at night. One measures 16 by 7, and the other is 7 feet square. These are only a few representative cases out of very many in the district.

Hard Living.—I know many honest, hard-working and sober families both labourers and small farmers who spend many months in the year without tasting any kind of meat. Fresh meat is of course absolutely out of the question, and for

Chairman—continued.

weeks and weeks in the year they do not taste a bit of butter, being obliged to save every ounce of butter in order to fill the cask, out of which they pay the rent. All their food consists of bread and skim cheese.

See 40,109, 40,126, 40,569.

GAME.—I had a field of 6 acres of wheat, manured as follows: 11*l.* 0*s.* 11*d.* worth of lime, having to haul it 15 miles. I carted 311 loads of earth. I applied 5*l* worth of nitrate of soda, having to haul this 9 miles. I sowed 18 bushels of wheat, and as a practical farmer I reasonably expected 180 bushels of wheat, with 6 tons of straw. I only received 30 bushels of wheat, and hardly a ton of very short weak straw. My loss is at least 50*l.* in respect of that one field, owing to the pheasants. This result is not to be wondered at, because within 400 yards of the field about 1,000 pheasants were reared."

Lord *Kenyon.*

39,747. What year was this?—Last year.

[*Statement continued.*]

This is only a representative case. Rabbit farming is carried on extensively by some landlords in the district.

	£
Rateable value of Llansawel in 1864 - - - -	3,521
Rateable value of Llansawel in 1893 - - - -	4,710
Increase - - -	1,189"

Mr. *Seebohm.*

39,748. Can you give us the population of Llansawel in those years?—Indeed I do not know.

[*Statement continued.*]

The gross rental did not appear in the rate book previous to the adoption of the Union Assessment Committee Act of 1863. I give below the rental of a few farms which have changed ownership after 1865:—

—	1864. Gross Rental.	1893. Gross Rental.
	£ *s.*	£
Bailytew: This farm has been subdivided. As divided: Bailytew 75*l.*, part to Wion 21*l.*, part to Black Lion. 16*l.*	53 0	112
Cilwenne Isaf: 23 acres of the best land taken off.	90 0	90
Cilwene Uchaf - - - -	66 0	128
Llwynblyfin - - -	36 0	45
Pengelly: This is a hill farm; from 16 to 18 acres of the most sheltered part planted.	52 0	52
Rhyglyn and Drefach - - - -	73 0	96
Llywele: Acres planted, two very good reasons for no increase -	62 10	70
Penlan: The two previous tenants left through excessive preservation of game, and officious and overbearing conduct of keepers - - -		
	£432 10*s.*	£593

"160*l.* 10*s.* advance.

Mr. *Seebohm*—continued.

All the above are part of Edwinsford estate. Labourers' cottages are allowed to fall into ruins. Some 12 or 14 have disappeared within a radius of a mile of Edwinsford Mansion within the last 40 years or thereabouts.

Name of Holding.	Name of Owner.	1864. Gross Rental.	1893. Gross Rental.
		£ *s.*	£
Blaencwm - -	Herbert Lloyd, Esq.	38 0	50
Sunny Hill -	Mr. Dd. Jones	20 0	45
Penbont - -	Mr. Dd. Davies -	25 0	33
Crachdir - -	Dd. Lorg Price, Esq.	30 0	40
Graes - -	Rev. J. H. Lloyd -	12 0	18
Esgair - -	Mrs. Banks Davies	65 0	70
Bryndafydd Isaf	Gerwyn Jones, Esq.	31 10	42
BryndafyddUchaf and Newgate.	Gerwyn Jones, Esq.	30 10	42
		£684 0*s.*	£933

RENTS.

CASTELL FARM, LLANSAWEL. — Landlord: the present occupier. Was rented at 37*l.* 10*s.* per year by the present occupier; but when he came himself to live in the said farm he sent for Mr. J. M. Davies, Froodvale, to value it, and it is now rated at 26*l.* per year; difference, 11*l.* 10*s.*

YNYS FARM. — Landlord: Colonel Jones, Llandovery. Mr. David Lewis, Ynys, rent is now 124*l.* for 131 acres. He built with his own money (without being allowed anything) the barn, two stables—one to hold five horses and the other four horses—slated the dairy, built places for the calves, thatched the back of the cowhouse, built three sheds and roofed the outkitchen, and 8*l.* was added to his rent after all, and three acres of the land has been washed away by the river.

PANANGLEISION FARM. — Landlord: The representatives of the late Mr. Davies, Troedybryn. The tenant has received three notices to quit during the last six years, and the rent advanced 10*l.* The buildings are very bad. The house leaks, making it very uncomfortable.

ISLAND FARM. — Landlord: Colonel Jones. Agent: Mr. T. Jones, solicitor, Llandovery. The rent until 1868 was 90*l.*, rising 7*l.* that year; then in the year 1876 rising 5*l.* on a piece for which he had been paying 40*l.*, taking 15 acres away to put to two other farms; and the river has washed away 8 acres at least, which are now only gravel and furze, and therefore useless. The farmhouse and part of the outhouses are thatched with straw, and there is an expense of 7*l.* a year to keep them in repair. Another unbearable thing on this estate is that the owner lets his mansion to strangers, and in order to get a big rent he rears a lot of pheasants for the purpose of advertising good shooting, and also gives permission to the gentlemen taking the house to rear as many pheasants as they like. The last two gentlemen that took it reared from 1,000 to 1,500 every year, and the pheasants were doing the crops on the adjoining farms tremendous damage.

Mr. *Seebohm*—continued.

Referring to this Island Farm, typhoid fever broke out there in 1884 and 1885. The sanitary authority went up there, and they had a conversation with the landlord, and he was told to put down a pump there; it is not done yet. This farmer of Island has no means of getting water, only the brook that runs through the farmyard.

Garreg Farm.—Landlady: Mrs. Rees, Aberdare. Thirty years ago the rent was 35*l.* It was then raised to 37*l.* Having taken 45 acres away, they reduced to the original rent, 35*l.* for the last two years, and now last rent day they have raised it again to 37*l.*

Mr. *Grove.*

39,749. Is 45 acres there correct?—That is what the farmer, the tenant, told me. It seems to me the figures are wrong, but the tenant told me that.

Lord *Kenyon.*

39,750. Referring to the first part of your evidence, you say the tenants were allowed two months every year to kill the rabbits, and in one case a man put a ferret into a hole. Were they not allowed to keep ferrets?—Yes. They were not allowed at that time to keep ferrets. He bought a ferret for the purpose of catching rabbits in the two months that he was allowed.

39,751. I do not quite understand the difficulty if he was allowed to kill rabbits?—He was allowed only two months every year.

39,752. And this was not in those two months?—No; the two months were out a week before that.

39,753. Then with regard to the Wion farm, what was the nature of the work done there?—They built some new houses there.

39,754. What was the value, do you know at all?—No, indeed I do not know the value of the building, but there was a new building there.

39,755. What had been the rent before?—The rent of the farm.

39,756. Yes. You say the rent was raised to 12*l.*; or do you mean the rent was raised 12*l.*?—Yes, by adding this field to it.

39,757. What was the size of the field which made up the 6*l.* difference?—I have seen the field; it is something like 4 or 5 acres, a very common field.

39,758. Would 6*l.* represent a fair interest on the work done to the house?—I do not know about that.

39,759. Is it usual in this district for the tenants to do the haulage and the cartage?—Yes, they do it on the Edwinsford estate.

39,760. It is the usual custom?—Yes, as far as I know.

39,761. Is there any improvement in the buildings in the district? You have given cases of bad buildings; on the whole have they improved at all within the last 10 or 12 years?—Well, very slow.

Lord *Kenyon*—continued.

39,762. What per-centage do you think a landlord ought to spend of his rents?—Indeed, I do not know what he ought to spend.

39,763. You cannot give any rough per-centage?—No.

39,764. Of course he cannot repair the whole place at once?—No, that is right, but I think every man ought to get a comfortable place to live in.

39,765. Yes, and of course the buildings ought to be gone through in rotation as far as the landlord can do it. You would admit, I suppose, that it would be fair that he should spend a certain per-centage of his income on the buildings?—Oh, yes, very likely. I am of opinion he ought to build more, that is what I think. About the per-centage I do not know.

39,766. Of course a man cannot do more than he can afford?—No, that is right.

39,767. You say "When the Twelvemonths "Notice Act" (that means the Agricultural Holdings Act, I suppose) "was passed, all the "tenants had notice to quit, or sign to the six "months' notice." Did they object to that very much?—I do not think they objected to it then, they did not see the value of it very much, but that old custom was dropped soon.

39,768. You say "also the same when the 'Ground Game Act was passed." What do you mean by "the same" there?—They had a notice then at the first not to kill the rabbits—not to take advantage of it.

39,769. That was illegal, was it not?—Yes.

39,770. With regard to what you say about your field of wheat, do you think last year you could reasonably expect so large a crop as that?—Yes.

39,771. Notwithstanding the dry season?—Yes.

39,772. Had you experience of other fields of wheat?—Yes, I had, on my own farm.

39,773. And you got as good a crop as that last year?—Yes, I ought to get it.

39,774. You ought to get it in a reasonable year. The last year was a very dry year, and wheat crops were naturally short?—Yes; there were very good wheat crops about here although the others were worse. We have never had wheat yield better than last year in this part of the country.

39,775. And the straw?—Yes, and good long straw it was, as well. We never had a better crop of wheat.

39,776. You do not raise very much wheat, I suppose, in this country?—No; something like six acres a year, that is all.

39,777. The sanitary authority did not enforce their demand for this pump at the Island Farm?—No, I am sorry to say our boards, too, bend down before our landlords.

39,778. Perhaps the district councils will do something different?—I do not know. As a rule farmers are members of the board, and then they are afraid to say anything against them.

Lord *Kenyon*—continued.

39,779. Have tenants on the Edwinsford Estate applied for compensation in respect to game damage?—Yes.

39,780. Have they received any compensation?—I do not know. I know very well that Mr. Jones, Penlan (he is going to give evidence here), sent in a bill of 65*l.* and was only allowed 5*l.*

39,781. Was it his own valuation or was it valued by an independent person?—No, they did not trouble.

39,782. But was it his valuation?—Very likely it was; as far as I know it was.

39,783. Did you apply for compensation in your case?—I did.

39,784. Did you get anything?—No. I made out the figures myself.

39,785. Did you get anything?—No.

39,786. Did you get a refusal?—No. I have got the letters here. Do you want to see them?

39,787. Will you read what was said?—Yes, I sent the agent a letter on the 6th of March that I would be willing for him to find a man and for me to find another and if they could not agree I was willing for an umpire on both sides. The letter that came back from him was this:—

"Cawdor Estate Office, Ferryside,
"DEAR SIR, March 28, 1894.

"YOURS of 23rd inst. I am glad to hear you accede to my proposal of arbitration in the matter of your claim, and it only seems a pity that we cannot agree without such a course. Our next duty is to fix on an arbitrator whose decision shall be final in the matter, and for this purpose we must select somebody out of the district and who has a totally unprejudiced mind in the matter. It is not a question we could treat in the same way as the difference between an incoming and an outgoing tenant by appointing a valuer on each side. The fairest man I think we could get to decide the question would be Mr. James Thomas, of Haverfordwest, or possibly the clerk of the county council if you would prefer it. I shall be glad to know if you are agreeable to either of these as I cannot accept any but an unprejudiced man and one who has a knowledge of law.

"Yours truly,
"D. W. DRUMMOND.

"Mr. T. Davies,
"Tynycwm Farm,
"Llansawel,
"Llandilo."

That is all I had from him. Then I told him I would not take the terms.

39,788. What is Mr. Thomas?—I think he is a land agent.

39,789. Do you know anything of him?—No.

39,790. Have you any reason to object to him?—I have got this reason: I am not going to leave it to one man. I want to find one on my own side and for one to be found on the landlord's side. I think that is the best way to settle matters.

Lord *Kenyon*—continued.

39,791. Perhaps so if you could not agree upon one. Will you go on?—The next letter is this:—

"Cawdor Estate Office, Ferryside,
"DEAR SIR, April 2, 1894.

"YOURS of 31st ultimo. As you have no objection to either of the gentlemen I mentioned shall I write to one or other of them and ask to name a day to hear our respective evidence? I think you seem to have misunderstood my last letter in which I said I thought it would be no good to have two men, but to select one whose decision shall be final. I daresay I shall have an opportunity of talking the matter over again with you shortly, and if there is a possibility of not having recourse to arbitration it will be more satisfactory for both parties.

"Yours truly,
"D. W. DRUMMOND.
"p.p. R. T.

"Mr. T. Davies,
"Tynycwm Farm,
"Llansawel,
"Llandilo."

The last letter I had from him is this:—

"Cawdor Estate Office, Ferryside,
"DEAR SIR, April 7, 1894.

"YOURS of 2nd inst. On my return home last night I found the above awaiting me. I think I explained pretty clearly in my letter of the 23rd ultimo the most desirable way of settling the matter which I thought you acceded to in your letter of the 31st ultimo. Now, however, on reconsideration you seemed to have altered your mind. I think it is utterly useless to have two men to attempt to decide the matter, for unless they are quite unprejudiced they are sure to disagree. I am afraid you are determined not to agree to any proposal I can make, although, as I mentioned before, I am quite prepared to meet you on any reasonable terms. If you cannot accept a single unprejudiced judge in the matter there is no other course open for me to suggest.

"Yours truly,
"D. W. DRUMMOND.

"Mr. T. Davies,
"Tynycwm Farm,
"Llansawel,
"Llandilo."

39,792. I do not see why you should not accept a perfectly unprejudiced person?—Yes, but I am not going to give it all into their hands.

39,793. But could you not make some inquiries and see if this person would act properly?—Yes, but if I will sign for that to go on of course anything they affix to it I must be content with—I must be pleased with what they give me.

39,794. But if you are satisfied in your own mind that this person, whoever he be, is a perfectly competent and unprejudiced person, I do not see why you should not agree to it?—But do

Lord *Kenyon*—continued.

you not think that a land agent or a clerk to the council is hardly the man? I want an experienced farmer to go into it.

39,795. As to the value of the wheat crop?—Yes.

Mr. *Brynmor Jones.*

39,796. You are the Chairman of the Llansawel School Board, are you not?—I am.

39,797. I see you commence your evidence by reference to a conversation which you had with Sir James Drummond. Do you think that the tenant farmers in this neighbourhood have felt afraid of coming to give evidence before the Commissioners?—I know they do; they are afraid.

39,798. To what do you attribute that? Do you attribute it to any actual statements made by landlords or anything done by them, or do you think that it comes from the feeling of insecurity which the tenant farmer has according to our existing arrangements and law?—We had a meeting here at Llansawel and one at Talley. Something like 70 tenants were here at Llansawel and something like 50 to 60 at Talley. There were four men appointed at each of them to represent the tenant farmers before the Commissioners. Those were public meetings last winter at Talley and Llansawel. These men were appointed and after all they turned round; they were afraid to come; they were willing to come before they heard what the reception William Davies of Gelly had with Sir James Drummond; then the rumour went round the country and they were afraid to come.

39,799. Is that the William Davies referred to in your paper?—Yes.

39,800. Your proof is so carefully detailed that I do not propose to go over it again, but I should just like to ask you one or two questions. With regard to the case you mention in which you saw a layer of snow an inch thick on a bed where two boy servants slept all night, you do not give the name of the farm?—No, the man who sent me that part of the evidence is in court here to-day if you like to call him; he is Mr. Simon Jones. He has been sleeping under the snow himself.

39,801. You said you saw a layer of snow yourself?—Yes, but it was he who saw it; it was a little misprint. He was sending the evidence to me.

39,802. Then it was Mr. Simon Jones who saw it?—Yes.

39,803. Where was that?—Plas Farm, Talley.

39,804. With regard to the Maesteile, Pencarreg case, the case where Thomas Thomas cut an alder tree you say he had to pay 5*l.* to his landlord for cutting it. Was he summoned for malicious injury?—No.

39,805. How did it come about that he had to pay 5*l.*?—I do not know whether the money went into the landlord's pocket or not, but it was put down to the tenant that the landlord demanded it. It was the farm bailiff of Sir James Drummond at that time, he happened to see the man cutting this and Mr. Thomas told me himself that he had to pay the 5*l.*

Mr. *Brynmor Jones*—continued.

39,806. To the agent?—No, to the farm bailiff.

39,807. Do you think that kind of thing is common? Do you think that bailiffs and other persons who are employed on the estate under the agent or under the landlord take advantage of their position?—They are rather inquisitive.

39,808. Rather inquisitive?—Yes.

39,809. But do you think they, under an express threat or under an implied threat, it does not much matter, often receive money from the tenant?—I do not know as far as the present case goes, but I know this farm bailiff I am referring to had many.

39,810. The point you are making is, I suppose, that this 5*l.* never found its way to the landlord or the agent; it was really paid to the farm bailiff, who said nothing about it?—Yes, the farm bailiff was John Jones of Banc-y-celwydd. "Jack Banccelwydd" they used to call him. He is a pauper now and a mole catcher in the parish of Talley.

Lord *Kenyon.*

39,811. He has relief in addition to mole catching?—Yes, my Lord.

Professor *Rhŷs.*

39,118. Mole catching is not a flourishing occupation?—No, I do not think it is.

Mr. *Brynmor Jones.*

39,813. With regard to the tables that you have been good enough to put in, what parishes are the farms with which you deal in those tables? You begin with the farm Ynysan and end with Gellygoedog?—These are in the parish of Cayo and Talley and one in the parish of Llansawel too.

39,814–5. Which is the one in Llansawel?—My own farm.

39,816. Tynycwm?—Yes.

39,817. And the other farms of which you have given here the rentals from the rate books, which parishes are they in?—Ynysan is in Cayo, Gwinionlethri is in Talley; Ty Howel is in Talley; Penlan Fawr is in Talley; Trewern is in Talley; Ffyongrech and Ffosgotta are in Talley; Blaenig, Tynycwm, and Gellygoedog are in Talley.

39,818. Then the other tables, the ones you got from the rate books, which parish or parishes are they in?—All in the first collection are in Llansawel.

39,819. Those are the ones that belonged to the Edwinsford estate?—Yes.

39,820. What are the others?—Bancwm, Llansawel; Sunny Hill, Llansawel; Penbont, Llansawel; Crachdir, Llansawel; Graes, Llansawel; Esgair, Llansawel; Bryndafydd, Isaf, and Bryndafydd Uchaf, Llansawel.

39,821. All Llansawel?—Yes.

39,822. You have said nothing about the remedies for the existing state of things. Take

Mr. *Brynmor Jones*—continued.

for instance, the question of compensation for improvements, what do you think in reference to the Agricultural Holdings Act, 1883?—Oh, it is no use in this part of the country.

39,823. Why? Because of the machinery or because of its provisions?—It is too much trouble for the Welsh farmers in this district to go into it at all.

39,824. But take the case you have got now—of course that has nothing to do with the substantial provisions of the Act, but it has some bearing upon the machinery of the Act. Your view is that each party ought to appoint his valuer, and the valuers appoint an umpire?—Yes, that is my idea.

39,825. But is that not open to the objection that it is more expensive than getting one man?—No, I do not think it is.

39,826. That is our experience in Gloucestershire—that the Agricultural Holdings Act is very expensive because you first have to get a valuer on each side, and then an umpire, and then there is an appeal to the county court?—Yes, but it will be a great deal less trouble. Then people will very likely get their rights and they will be satisfied to pay a landlord a bit for having what is right.

39,827. It is the more usual method no doubt; but would you like, for instance, this, that either party might appeal to the county court to name a valuer?—Indeed I cannot tell you, I should like it like this—for the landlord to appoint a man and the tenant to appoint a man, and if they could not agree for the Government to interfere and put a man in.

39,828. Let me put it in this way: suppose the Government in some way made out a list of paid valuers, or appointed a paid valuer for a whole county or two for a county, depending on the size of the county, who might, for a settled fee, be called in by a landlord or tenant in reference to any dispute, would that meet your views?—Yes.

39,829. I mean the Government man would be a man who, according to my idea, would be taking no other kind of work; he would not be employed habitually by the landlord or habitually by the tenant?—No, I understand that.

39,830. He would be a kind of judge?—Yes.

39,831. Do you think that system would be satisfactory?—I think it would be very satisfactory in case of dispute.

39,832. I mean the sort of dispute you have got now—the question whether any and, if any, what compensation is due to you for damage by pheasants?—Yes.

39,833. Do you think there would be difficulty in getting a supply of competent men for that work—for agricultural disputes?—No, I do not think there would be any difficulty now; it would be less difficult to get them now than it was 20 years ago.

39,834. Is there any custom of the country as to payment for improvements when a tenant leaves?—Yes; if a tenant leaves his farm the incoming tenant will have the pleasure to pay for the improvements he makes sometimes; sometimes he is obliged to be driven away without any.

39,835. Are the takings usually Michaelmas takings?—Yes.

39,836. In the cases you have given have tenant farmers been sufficiently alive to their rights, do you think? Have they made proper application for compensation for what they want?—Yes, many.

39,837. How do you account for the fact that the Agricultural Holdings Act, for instance, is practically a dead letter?—It is here, because not half of us understand it.

39,838. Would it be any good if the Acts of Parliament were printed in Welsh and easily obtainable?—There is no mistake; it would be a good thing.

39,839. It would?—Yes, very good.

39,840. Passing to the broader remedies, what remedies have you to suggest for the existing state of things. I do not think you have told us this. In your view is the depression among the tenant farmers greater now than it has been at any time during your recollection?—Yes.

39,841. There is more difficulty in getting the rent together now than ever before in your memory?—Yes, and unless things alter we cannot keep on but a very short time.

39,842. Now, what practical remedy do you suggest?—A very good thing would be to get security of tenure. I have no hesitation in saying that there are farmers in this room to-day, and in this locality, and if they will get security of tenure their farms would pay, in some instances, 15 per cent. on laying money out, but they will never do it now according to the proper system, they will not lay out a shilling.

39,843. You think that security of tenure, even without a reduction of rent, would result in great improvement?—It would result in great benefit, there is no mistake, but I do not think they will take it as things go now without lowering the rent after all; because, in the estate where we are, if I am right, on valuing the estate in 1864 and 1878, it was exactly like watching the farmer to do up his farm, and then making him pay for it.

39,844. Have no abatements been made as a general thing during the last few years?—Abatements were made from 10 to 15 per cent. and in some instances a permanent reduction was made here.

39,845. But last year, for instance?—Yes, we had 10 per cent.

39,846. Ten per cent. on practically all the estates?—Some were giving more, I think.

39,847. Was that an adequate, a sufficient abatement?—Oh, dear me, no; not half enough. I can speak as for myself.

39,848. And you think, as I understand it, that notwithstanding this practice of making abatements, unless some legislation takes place the existing race of tenant farmers must all practically become bankrupt?—They are bound to do so. They have no other way to get at it only to get bankrupt, unless things alter.

Mr. *Brynmor Jones*—continued.

39,849. You think that security of tenure would effect a great improvement in their favour?—It will effect a great improvement on the farming.

39,850. How do you propose to give them security of tenure? Would they take leases?—They will not take leases according to the rents they are charged now.

39,851. Apart from leases for fairly long terms of years, what other suggestion have you to make for obtaining fixity of tenure?—I do not know, unless it be to value them properly by both sides.

39,852. But you see the fixity of tenure depends on the question whether the tenant has a right to remain on the farm for a certain time till he can get the value of the improvements and of his work back?—Yes, and be compensated if anything takes place then, and he has to leave.

39,853. But if he gets compensation he does not want security of tenure, does he?—Oh, dear me, yes; it will be a more agreeable thing to get security of tenure. A man will feel safe that he will not be turned away unless a man has sufficient reason for turning a tenant away.

39,854. Have you seen a copy of the Land Tenure Bill that was brought into the House of Commons?—No.

Mr. *Griffiths.*

39,855. Would you kindly give us the conditions on which you hold this field of 16 acres for which you paid 40*l.*?—I rented a field from the landlord for 40*l.*, and then I kept it on for another year. It has been with me two years.

39,856. Have you any agreement?—No agreement at all. I have got a letter; all the notice I had is this from the agent:—

"Estate Office, Edwinsford, Llandilo,
1st December 1893.

"Cae'rhenfaes.

"DEAR SIR,

"SIR JAMES wishes to take the above into his own hands on the termination of your tenancy on 31st instant, and to place a new iron fencing between this and Caebowlin (that is another field I got from him). I write at once, therefore, to say I shall not be able to relet the above to you for the ensuing year.

"Yours truly,
"D. W. DRUMMOND."

Very likely that was given to me this time for an excuse to put up an iron fence, but I have never seen it put up there yet.

39,857. Were you expected when you took this field to give it up whenever they required it?—Well, it was like this, that if they called for it back they might do so. I asked the agent, we had a walk together one day on the field, and I told him I hoped I would be continuing with the field for a few years, as I had met with two very bad years with it, and he said he did not think it proper to take fields away after they were once let to a man. I prayed of the agent to give me a field for one more year, as I had scarcity of fodder, and the stock was selling so bad, I should be very glad to have the field for one year further, and I would be prepared to give it back then; but it was no use, I did not get it.

Mr. *Griffiths*—continued.

39,858. What were your reasons for thinking that because you gave evidence before the Commission you had to give it up?—Oh, I had some talk about the country about it and I knew a month before I had this notice that I was going to have it.

39,859. Then this common talk turns out to be true occasionally?—Yes, it went out first through what they call a farm bailiff or gardener who used to be there.

39,860. What ground had Sir James for saying that it was you who managed his estate now?—Only because I took some part in calling meetings here and I happened to say a few words in both of them; nothing else.

39,861. Not in regard to the estate, I suppose?—Nothing at all, only for what we want as a remedy for these bad times. And I can add to that—I do not wish to say all of it—that he happened to see me once when I was treating for a little gig with a man. I did not refuse the gig at all.

39,862. What is this about a gig?—A man gave me a little gig once to drive; I did not refuse; of course I had it for nothing. I happened to be driving one day in this and Sir James Drummond saw my father a few days after and told him he gave me too much money to start living at Tynycwm and I had two traps going about. My father told him that he had no money to give me, but that I had been rather lucky in marrying.

39,863. Then with regard to your being refused to take some stones for the building; surely the landlord would not refuse you to get some stones from the nearest place to you?—You can see it from here through the window if you will get up. There is the warren—there is a wall round it—you can see it from that window out there now—it is a warren to preserve rabbits in it.

39,864. Still you would not want to go into the rabbit warren?—It is like this: there is a splendid quarry there and it is within 50 yards to the top of my farm. The only reason I asked Sir James was because I had such a bad road and such a distance to take it from the old quarry and I asked him to be allowed to take a cart in and to throw out the stones over the wall into the cart and cart to the top of my farm and I would close the gate after me night and morning to keep in the rabbits.

Lord *Kenyon.*

39,865. Did he say he was afraid of your letting out the rabbits?—No, he did not say a word only that they had the warren for the sake of preserving the rabbits.

39,866. You do not know what the reason was?—No, I do not know.

Mr. *Griffiths.*

39,867. Do you consider it a dangerous business on this estate to ask for a reduction of rent?—

Mr. *Griffiths*—continued.

Well, once you do that you will go against the landlord; he will put you down as a grumbler at once, or the agent will. He told me himself at Carmarthen——

39,868. Surely there must be a very great gulf between them if they cannot reason a matter of this sort?—Yes, but you will not get a chance to reason much with him. I may add here that I asked the agent at Carmarthen last November to put up a place for my farm servants to sleep in—that it was in a very bad state. He told me that I was grumbling always at something and I told him in addition to that that if the sanitary authority came to know of it he would have to do it. He said I had better write to them and then he would do it. That is the answer I had.

39,869. But is it not the fact that farmers are generally considered everywhere grumbling?—Well, it is put down in this part and I will say more, they do not grumble without sufficient grounds, too. They have cause for grumbling here.

39,870. On what estate is this farm called Pistyll?—It belongs to the glebe land.

39,871. Then you spoke of some farmhouses with very poor accommodation for sleeping, you do not agree with the last witness; you know of some bad accommodation?—It is very bad here. This Pistyll farm is not fit for a man to sleep in the loft; in fact there are no ceilings or anything on it, and no partition at all; and there is one close here, not a mile off, Acheth; you will have it in the evidence of John Davies.

39,872. It is mentioned that if one wishes to be secure in his tenancy he must not touch the game, do you include rabbits?—No.

39,873. You are allowed to kill rabbits?—Yes, now.

39,874. You were not before?—No; now it is free.

39,875. We heard yesterday of an unwritten law according to which the tenants were not allowed to catch the rabbits?—It is so in many cases, but we are all right here; we can kill the rabbits, but the case is this—when we are living close by the covers they do such tremendous damage coming out in the night, and we cannot go in there after them.

39,876. In your case, with regard to damage done by the game, do you consider that the valuers could now value that damage as well as at the time when the damage was being done; it is a long way back now?—Yes.

39,877. Do you think they could yet value it as well as they could?—No, I do not think they can now.

39,878. What is your object in having two men to value? Is it for them to discuss the rights and wrongs of the question?—Yes, properly.

39,879. One might not see the same as the other one?—No. They are talking about unprejudiced men; now I am telling the truth; I will never allow it unless I get a voice in putting a man in myself, because I know very well the price will be put down beforehand, and I will be obliged to take what they offer me.

Mr. *Griffiths*—continued.

39,880. Would you say something similar with regard to the rent charged for farms. Would you go just in the same manner?—Yes, it would be a very good thing, there is no mistake.

39,881. You think a tenant really should have a voice in settling that?—Yes, he ought to get it, not for him to be rackrented.

39,882. Have you any sanitary inspectors?—Yes, I know them.

39,883. Do not they often visit the neighbourhood?—No, not very often, I think.

39,884. They are not quickened up to it?—Not to do their duty.

39,885. Do they receive their pay?—Yes, I think they do, they are having their payment.

39,886. Who is the occupier of that Castell farm?—The man who lives in it now himself, John Evans. He has been living in another farm, and he bought this farm, and he has been renting out this farm to another man for 37*l.* 10*s.*

39,887. He is the owner now?—He is the owner now, and as soon as he came to live there himself he sent for Mr. Davies, of Frood Vale, to value the farm. Mr. Davies valued it at 26*l.* That shows you the tenant gets the worst of it always.

39,888. Was not the valuation brought before the Assessment Committee?—Yes, they did not say a word against him.

39,889. The tenants of this neighbourhood object to game farming, do they?—Yes.

39,890. They do not like the landlord to let out the game?—No.

39,891. Do you think if they had their own tenants as game keepers every one would look after his own farm, and provide game for them to shoot, and they would find enough game?—I can prove as much as this, and the ex-agent and the present agent will say so themselves—there are more hares now after the Ground Game Act was passed on the Edwinsford Estate than there was when the keepers were there.

39,892. Then there are no keepers now?—Yes, there are, but they do not care as a rule for the hares.

39,893. You do not think the tenants as a rule object to their landlords going over their farms to shoot at any time?—Nothing at all; they do not object at all, but they do not want the pheasants to eat up their crops.

39,894. I should like to know from you what remedies you would suggest?—I can see no remedy at all, only a land court. There are many mentions about light railways and this and that about branding the foreign meat and so on, and there is no doubt it would be a very good thing, and it is a thing that we ought to have; but after all unless we get some law to protect the tenants and prevent the landlords from raising the rents the landlords will be the first to make an advantage of these light railways and they will take the advantage by etting the farms too high on account of it.

39,895. That is your chief and only remedy, is it?—Yes.

Mr. *Richard Jones.*

39,896. You have not made yourself offensive in any way to your landlord?—No, we used to be on the best of terms till this.

39,897. You have still no hostile feeling against your landlord?—Nothing at all. I should like, but I cannot get a chance, to get a talk with him, to talk things over. As far as that goes we have been—well, on the best of terms—been on this school board together, and many things, and I used to see him very often two or three times a week, because I am living close by him.

39,898. But you think you made yourself a bit obnoxious because you made yourself rather active in collecting evidence for the Commission?—Yes, I know I have.

39,899. Was any reason assigned when a notice to quit was given to you with respect to this field?—No, only putting that iron fence between the two fields. That is the reason in the letter; I handed in the letter.

39,900. Was this case that you refer to still on Sir James Drummond's estate—the case that took place in the year 1884 where the landlord repaired the stable and built a cowhouse and shed and so on?—Yes, he built those things for myself; it was on my farm.

39,901. It seems to me to be a very big sum for haulage, is it not?—Yes, but you have no idea the distance that we have to carry the things.

39,902. What distance have you to carry them?—I was carrying all the stones: I could not make more than three, and I had a hard job to make three journeys in a day. Then I had the paving stones, the gravel, and the lime from the kiln 15 miles away and I had the haulage of the timber lower down than Talley, about two miles off. I was obliged to carry this to Edwinsford to be cut and there is a lot of waste in it. I have been days and days there. We were not able to go to the station and have them ready cut there but had to carry them rough from the covers here. I have smashed two carts into pieces by it and I nearly lost one horse through pulling the trees down from a very dangerous cover near Talley: the horse never came right after the accident.

39,903. Of course that would alter the circumstances. Now as to insecurity of tenure you say, "Samuel Davies of Penlan, nearly 70 "years old, sent his workmen out alone, and for "this reason he was served with a notice to quit, "and he had to leave. The tenant kept five "cottages which are on the farm straw thatched "in complete repair for 15 years." Do tenants feel it a burden to have to thatch their houses and the cottages?—Oh, very much.

39,904. I suppose you do not consider wheat a profitable branch of farming?—No, but as far as this year goes the straw was worth a lot of money.

39,905. And practically you were obliged to grow a great deal more wheat than you otherwise would do in consequence of having to keep the farmhouse and the cottages repaired with thatch?—Yes, those that have got the straw-thatched houses are obliged to do it.

Mr. *Richard Jones*—continued.

39,906. And you think it is high time that these cottages should be slated?—Yes; I know, for instance, that my father since he has been there the last 50 years that house has cost him hundreds of pounds.

39,907. I know myself what this thatching is. What was the date of this Bank farm, Roderick Lloyd, case?—About 17 or 18 years ago.

39,908. It was before the Ground Game Act?—Yes.

39,909. Do you think there was any reasonable objection against continuing Miss Griffiths as tenant of this farm of Esgergynddu?—No, there was nothing. It was on the part of the agent against her. It seems to me as soon as Mr. Griffiths died this man who is living there now went up to the agent in less than two hours after Mr. Griffiths died and secured the farm. I do not know whether it can be proved or not, but it is the general talk of the country—very likely you cannot put that in as evidence—that some *cil-dwrn* business was going on there.

39,910. Is that a usual thing in this part?—Well, it takes place very often there, but we have got *some* very strict agents and they will not have it at all.

39,911. We have been told repeatedly that on large and well-managed estates like Lord Cawdor's, consideration is always given to widows or daughters or the nearest relatives of deceased tenants. Is that the case on Sir James Drummond's estate?—Oh, yes. I have never seen him making any difference between a widow. He is always very kind so far as that goes to the widows. I have never seen anything of that kind here as far as my recollection goes. I am rather young.

39,912. Then it seems rather strange with regard to Miss Griffiths?—She is on Mr. Gerwyn Jones's estate; not Sir James Drummond's.

39,913. Is Mr. Gerwyn Jones a large land owner?—Yes, I think he is, very.

39,914. With respect to this Rhyglyn farm. A notice to quit was given to the tenant because he asked for 13*l.* reduction?—Yes.

39,915. Do you think the notice was given because he asked for such a large amount or because he asked at all?—After I had sent this statement in as evidence I have found this out. It is the fact that Morgan, the present tenant, told me that he had the notice to quit because of this, and since this has been put in print I have heard it is for other reasons. I do not know; you will have the explanation very likely from the agent, but it is the fact that the man had the notice.

39,916. With regard to Cilwenau Uchaf, what was the date of the repairs?—My father-in-law used to live there, and the repairs were very likely 30 or 40 years ago.

39,917. When did Sir James Drummond buy the place?—Indeed, I cannot tell you; something like 14 or 15 years ago very likely.

39,918. Fourteen or 15 years ago?—Yes, I am not quite sure, but something like that, I know.

Mr. *Richard Jones*—continued.

39,919. It seems to me, according to your evidence here, that he doubled the rent at one stroke?—He has. I have got the receipt here showing what my father-in-law used to pay (*handing receipt*). That is when the estate was with David Pugh, Manoravon.

39,920. It is here 32*l.* 18*s.* 6*d.*?—Yes, for the half year. You can see in my evidence that there has been a little addition of two fields.

39,921. Now as to the tenants' children, you say, "At the following places, for example, the "children of the tenants work at home for "nothing: four at Ynys farm worth 80*l.* a year." Can you tell me what is the rent of Ynys farm; I want to know what proportion the labour bears to the rent?—The rent of Ynys farm is 124*l.*

39,922. What is the acreage?—131 acres.

39,923. Are there any labourers employed on the farm beside these four children?—Some in the harvest time.

39,924. Do you think the labour bill could be put down at 100*l.* altogether; that is taking everything into account?—No; we will put it that very likely he is paying out in wages then something like 10*l.* to 15*l.* all the year round like, besides the work of his own children.

39,925. Then you say at Penlan, worth 80*l.*, there are four children working?—Yes.

39,926. What is the rent of Penlan?—182*l.*

39,927. What number of labourers are employed on that farm besides the four children?—Oh, he is giving out jobs, flushing and banking and things like that and he has a workman who lives most of his time there.

39,928. I suppose at most of these places it would be mixed farming?—Yes.

39,929. I see your proportion in labour is very similar to what it would be in Montgomeryshire; something like half to three quarters of the rent. That is just what it should be, I think, on a mixed farm. Now, you say that the servants sleep in the granary; what is kept in the granary, corn?—Corn.

39,930. Can the servant men be trusted to sleep in the granary? I should not like to trust my servants to sleep in the granary; they would take the corn for the horses?—They are obliged to trust them there in many places. As a rule, in many places here, they are obliged to take up their corn to the dwelling.

39,931. To the house?—Yes, in scores of places here.

39,932. Is that generally a means of bringing rats into the house?—I should think so. I know of a landlord here, the landlord of the "Black Lion" hotel; he must keep the corn there; he must bring it down from the farm; there is no place to keep it there.

39,933. You do not know any places where they have had to keep it in the parlour, as we have heard elsewhere?—No, they keep butter and this and that in the parlour sometimes here.

39,934. Was this case of Maesteile, Pencarreg on Sir James Drummond's estate?—I think it belongs to Sir James Drummond now. It belonged then to Colonel Davey, Sir John Ferguson Davey now, I think.

Mr. *Richard Jones*—continued.

39,935. Did it belong to him at that time?—Yes.

39,936. Was it considered that the tenant of this farm was very hardly dealt with?—It was.

39,937. What was the size of the tree?—It was not a big one at all; it was a very small one.

39,938. Was it as big as that pillar there (*pointing*)?—I do not know; I never saw it. The old man spoke to me many times about it, and told me he did not consider it more than one shilling in value. I do not know whether the money went to the landlord or the agent, but it is a fact that Thomas had to pay it to the farm bailiff.

39,939. You say that David Williams, Penlan Fawr, had notice for speaking the truth to the farm bailiff?—Yes.

39,940. Whose farm bailiff?—The farm bailiff that I mentioned who charged that 5*l.* He was a most cruel man, he was a notorious character round the place here.

39,941. Would you say who was his master?—Sir James Drummond.

39,942. Is he still in his employment?—No.

39,943. You do not know why he was dismissed?—I do not know why; I suppose there were some complaints against him, he was too cruel, or something, and one thing and another; but I can add this to it: it was a great boon for the farmers to get rid of him.

39,944. Did Sir James know that he was unpopular with the tenants?—Yes, he came to know when he began to come home a bit and talk and mix up with his tenants.

39,945. Was he away then?—Yes, at school; a young man.

Lord *Kenyon.*

39,946. He was a soldier, was he not?—Yes.

Mr. *Richard Jones.*

39,947. Did the agent know that this man was unpopular?—I do not know whether he knew it or not.

39,948. Is the Ground Game Act in operation on Sir James Drummond's estate?—Yes.

39,949. Do tenants generally avail themselves of it?—Yes.

39,950. There is no fear?—No fear as far as the Ground Game Act goes.

Mr. *Seebohm.*

39,951. You have had a great many questions asked you, and I will ask you only just one or two, please. Would you turn to the figures you have given of the rateable value of these parishes in 1864 and 1893? Am I correct in saying that in 1864 the rateable value was 3,521*l.* and in in 1893 4,710*l.*, and that the increase is 1,189*l.*?—1,189*l.*

39,952. That makes the increase in the rateable value about 34 per cent.?—Yes.

39,953. Now as to the table just below giving the gross rental on certain farms in 1864 and 1893: those figures have been taken by you from the rate-book?—Yes, all this account is in

Mr. *Seebohm*—continued.

that down to the Panangleision farm. I had it from the assistant overseer.

39,954. That shows in the total an increase of about 35 per cent., which is very nearly the same?—Yes.

39,955. Have you identified these ten farms? Have you seen that the gross rental in 1893 is really the actual rental at this moment?—No, I have not noticed that, but it may be.

39,956. I do not know whether you will be able to answer this question, because it is 30 years ago?—I cannot go into figures very much.

39,957. I remember 30 years ago the Union Assessment Act, and I should like to have asked you if you could tell me whether the gross rental as put down on the rate book at that time is at near the actual rental at that time?—It might have been.

39,958. You see the point. At that time the Union Assessment Act was intended to make the assessment of the parishes in each union fair as between one and another, but the weak point of it was this, that it did not make the assessment as between one union and another necessarily fair, because the whole of one union might be put down at lower than the actual rental and another one right up to the actual rental?—Well, indeed, I am not prepared to answer that question.

39,959. Then let me put it in another way. In your belief do you think that the actual rent roll of the landlords in this parish has increased during the last 30 years between 1864 and 1893 by 34 per cent.?—No; I do really believe that they have increased something like 25 per cent.

39,960. So that these figures do not represent what you believe to be the actual increase in the rental?—Yes, on this estate—on the Edwinsford Estate. This takes in the parish where there are many farms besides those belonging to Sir James.

39,961. But taking the parish, if we are to take it for granted that the gross rental in the rate book at these two periods represents the actual rental at these two periods, we must also believe that the rent roll of the landlords has gone up 34 per cent. in these years.

39,962. But do you believe it?—Yes, I believe in many instances very likely the rent is not properly put down in the book. It may be higher; because I know some farms in the parish of Llansawel here where we have sent to the landlord to give us the right item of rent or asked the tenant to produce a receipt for the rent and we have never had it yet.

39,963. In what year?—We had it last year or two years ago; we had a talk in nearly every vestry for it and we cannot get it from them. I know it is the fact that some farms are rented out higher than they are allowed in the rate book.

39,964. That is at the present time?—Yes.

39,965. The worst of it is that though one is very anxious to get at a correct statement of figures these two columns in the rate books as between 1864 and 1893 may be very delusive. They may give us a very exaggerated increase

Mr. *Seebohm*—continued.

because we do not know that the Assessment Committee of 1864 went as near the actual rental as you do now?—I should like to hear that in Welsh. (*The question was interpreted.*) The figures which I have had in connexion with the rent are correct as far as they have reached me.

39,966. I have no doubt at all of that, but the point is whether what is put in the rate book in 1864 was the gross rent, the actual rent at that time in 1864?—I do not know about that. It is put down as they are rated.

39,967. I quite understand that. I will put it in another way. Before you had ascertained these figures, taking the general feeling of the farmers in this neighbourhood, were they under the impression that their rents were anything like 34 per cent. more than they were 30 years ago—that there had been that rise during that period?—Since 1864?

39,968. Since 1864?—Oh, yes, that must be right.

39,969. But were they under that impression? Was it not a surprise to them to find that the rental had been increasing 34 per cent in that period?—I do not think they have gone into it at all so far as how much per cent. it has gone up.

39,970. If these figures are true they are very remarkable, because the population in 1861, which is very near 1864, in this parish, was over 1,000 and the population in 1891 was only 898. It seems to be a very remarkable point which I should like to have cleared up if any one can do it, whether we can really understand that notwithstanding a reduction of population we have had an increase of gross actual rental of 34 per cent. during that period?—Will you kindly allow Mr. Long Price to state it to you.

Mr. *Brynmor Jones.*

39,971. Is it the fact that in the rate book the persons who make up the rate book in the gross rental enter the amount which they understand the tenant paid to the landlord?—Yes.

Mr. *Seebohm.*

That is now; but 30 years ago it would not be so.

Professor *Rhŷs.*

But he says it is now entered below what it is.

Mr. *Brynmor Jones.*

They put the gross rental and the ordinary rental in the rate book.

Witness.

Let me explain. According as the rate goes—I do not think they rate according to the rent—they allow something like 2*s.* 6*d.* in the £. They do rate the farmer within 2*s.* 6*d.*

Mr. *Richard Jones.*

39,972. That is it, from 2*s.* to 2*s.* 6*d.*?—2*s.* to 2*s.* 6*d.* That is the custom here. I can see your point now.

Mr. *Brynmor Jones.*

39,973. I may be wrong, but as I understand these returns are made up for the Local Government Board. In the column headed "Gross rental" the persons making up the book have to put the actual rent as well as they can understand it?—Yes, but I am not paying rates according to what I am rented.

39,974. No, you are paying on the nett because there are allowances; they vary a little, but there are some allowances everywhere, of course.

Mr. *Seebohm.*

39,975. Would it be possible to find someone here who was on the Assessment Committee in 1864? Is there anybody in the room who could tell us what they did at that time?—No, I do not know of anyone here.

Mr. *Grove*

39,976. I will just ask you two questions. You have been speaking under the head of "Personal," and you say that Sir James told your father that you were turning against him?—Yes.

39,977. What do we understand by that?—Because I was going against him on this Land Commission business.

39,978. But because you attend a meeting it does not follow that you are going against the landlord?—No, but that was the expression he made to my father.

39,979. Of course you cannot say the exact words because you were not present?—No, I was not, and my father could not understand English, and Sir James was trying to put it into Welsh as well as he could.

39,980. Do you think your father misunderstood him in any way?—Well, he used to understand Sir James pretty fair anyhow.

39,981. The only other question is with reference to your paragraph headed "Land hunger." You say, "On some estates abatements have been "given ranging from 10 to 15 per cent., but on "certain conditions." On what conditions?—The conditions are these: When we get the notice of the rent we are told that unless we pay up the amount on the day we will not be allowed anything.

39,982. So that you have to take the full amount?—We have to take the full amount. I know there are men in this room now—there is one of the largest farmers on the Edwinsford estate—he went with 17*l.* short, and he was obliged to find it the following morning or he would have no reduction.

39,983. Then it means this, that in many cases a farmer would have to sell his stock at a low price on purpose to get the full money ready, and then when he went to the rent audit all the money would not be wanted?—Yes, when we get the

Mr. *Grove*—continued.

circular of the rent it is made out what is the abatement and what amount of money we want to take.

39,984. I understood from you that you had to take all the rent; what do you mean by that—less the abatement?—Yes.

39,985. Less the abatement?—Yes, suppose we are short of what they want after taking the abatement, it is put down in red ink at the bottom.

39,986. What notice of abatement is given; a month or two months, or what?—Oh, a very short notice.

39,987. How do you mean very short?—About a week or a fortnight sometimes.

39,988. It would be a convenience to have it a month or six weeks before, would it not?—Yes, very.

39,989. So that you would know what rent you had to get ready?—Yes.

39,990. You say on certain conditions. There is no condition of this sort, that a certain amount of artificial manure is to be put in the land?—Nothing at all of that, only to pay in full.

Professor *Rhŷs.*

39,991. You said your father could not explain in English to Sir James?—He could not talk English to him.

39,992. Then he could not explain that matter to him?—Yes, Sir James can talk Welsh very well.

39,993. Oh, he can?—Oh, dear me, yes.

39,994. Then where was the difficulty, would not Sir James understand it also?—Yes.

39,995. Where is the difficulty, I do not quite understand it?—My father talks Welsh to him always.

39,996. But where was the difficulty? I understood you to say that he could not explain this matter to Sir James?—No, I did not say so.

39,997. Then I misunderstood you. What about your accommodation for servants. Is it still in an unsatisfactory state?—Yes, indeed.

39,998. The agent told you to send to the sanitary authority?—He ordered me to do it.

39,999. Did you do so?—No, I did not.

40,000. Has anybody representing that authority been to see you?—No.

40,001. And nothing has been done?—No.

40,002. What is it like?—Well, they are sleeping above the horses with nothing between them, only slates and I am obliged to put some old sacks and straw to keep the rain out because the slates are very old slates and there are many holes there. They have no place to sit down or read or anything. It is a most uncomfortable place. I am sorry to say I was obliged to lay these conditions before my farm servants last year. In fact, I could not ask them to come there without first telling them what sort of place I had for them to sleep in.

40,003. Is it the rule that farm servants now require to know what sort of accommodation

Professor *Rhŷs*—continued.

they have before they are engaged?—It is not a rule, but——

40,004. They inquire?—Yes, they are rather particular now to handle, mind you.

40,005. Even if they do not inquire of you they would know from the neighbourhood all round what sort of accommodation there would be?—It may be this, unless I would tell them beforehand of the place I had for them to sleep, when their boxes came there some of them would return in a minute.

40,006. But short of that do not they generally know by rumour throughout the neighbourhood what sort of places there are?—No, as a rule, they do not.

40,007. Then you get them from a distance?—Yes.

40,008. They do not go about much at night and that sort of thing?—The servants?

40,009. Yes?—Yes, they go a little bit and they must go somewhere from my house because I only have a kitchen there. If a friend of mine comes to see me I have only a small parlour, but I am sorry to say I cannot live in it the smoke is everywhere but in the chimney; it makes me very uncomfortable—if I want to read or write I must do it in the kitchen along with the farm servants—mixed with them.

40,010. Then you have maid servants who are pursuing their occupation in the kitchen; they have something to do in the kitchen?—Yes.

40,011. The men servants would be in the way then?—Yes.

40,012. You cannot separate them?—Well, we try to manage as well as we can.

40,013. Where do they go when they are not there?—They go to the village.

40,014. Where—to a reading room?—A reading room! No; to a public-house, or to the saddler's shop, or to the blacksmith's.

40,015. You do not consider that state of things satisfactory?—No, indeed I do not.

40,016. Do you know at all what is the state of this part of the country in point of morality. How does it compare with others in the statistics?—Well, it is very good, I think.

40,017. Very good?—Yes, in some ways. There are some very good men here.

40,018. Oh, I never doubted that. That is an utterly different question. What are the statistics of illegitimacy in the published accounts from this part of the county?—Oh, there are a few cases here.

40,019. But are the statistics rather heavy against this part of the county?—Oh, no, not very heavy. I think it has been worse than it is now.

40,020. There is improvement in the accommodation, then?—Not in the accommodation. I think it is something else.

40,021. An improvement in the morality?—Yes.

40,022. To what do you ascribe that, to the religious teaching or the schools, or what?—To religious teaching.

Professor *Rhŷs*—continued.

40,023. The ministers and the deacons set their faces against immorality, do they not?—Yes.

40,024. And you think that tells in the long run?—Yes, that is the main thing here now.

40,025. Do you think it would be still better if you had proper accommodation for the farm servants?—Oh, a lot; it would keep them at home. I think that we ought to get an out-kitchen for them, so that they might have a fire and books, and they might read and write, and spend their leisure hours there.

40,026. Do they take a delight in reading?—Yes, I had a farm servant who left me last year. He had been with me nine years, and he was reading the Bible once a year every year right through.

40,027. Right through?—Yes.

40,028. The Chronicles and all?—Yes.

40,029. What about the cottages in your part of the country?—They are in a very bad condition.

40,030. Have you enough of them?—Well, I do not know about that, because there are not many workmen about here.

40,031. Are there as many workmen as you ought to have?—No, I should like to keep more if I could afford to do it.

40,032. It does not pay?—We cannot find money to pay them, and through that the farming is getting worse and worse every year.

40,033. Then it is no use my asking you whether the accommodation is adequate for them in the way of cottages, as you cannot pay them. What becomes of the surplus population; where do they go?—They go into Glamorganshire as a rule.

40,034. To the iron works?—To the town, yes.

40,035. You spoke rather depreciatingly of light railways just now, but I suppose you consider light railways would be a boon, would they not?—Yes. If you understand me, it is a thing that we ought to have; but what I mean is this, suppose we got light railways—what I mean is, that the landlords will be the first to take an advantage of them.

40,036. But does not that apply to every advantage that you can have? Does not that tend to make the farm more lettable and so on?—There is no mistake.

40,037. Do you think you could prevent that in any way in any condition of things?—We cannot prevent it unless we get a land court and fix a fair rent.

40,038. Do you think you could fix that for ever then? You would not be able to fix the rent for ever, would you?—Not for ever, of course.

40,039. You would have to submit to some kind of revision every now and then, would you not?—Yes, very likely.

40,040. But is that a reason for objecting to light railways, think you?—I do not object to it at all.

40,041. I am very glad to hear that. Where would you have light railways, for instance,

Professor *Rhŷs*—continued.

in this part of the country?—From where do you mean?

40,042. Yes?—It would be a great boon for this country to get it from Llandilo to Lampeter.

40,043. Through here?—Yes.

40,044. Is that practicable?—The line has been drawn out once to take a railway there. The map was put up anyhow.

40,045. Why was that not carried out or taken up?—I do not know. I was told there was some mistake on the other side, the Manchester and Milford line, that it would spoil the other side going through Cardiganshire. The Bill passed through Parliament, but the contractor failed.

40,046. It was not the impracticability of constructing the line?—Oh, no, they commenced to make the line it seems to me.

Sir *John Llewelyn.*

40,047. May I ask one further question with regard to the interesting gentleman that you quoted as reading his Bible through once a year. I hope there are many people who do that and make a practice of it. Where did he get his opportunities for doing so?—He would do it sometimes in the house.

40,048. In your house?—In my house, and he was taking the Bible up with him to his bed then.

40,049. Was that to the place above the stables?—Yes.

40,050. So it was sufficiently comfortable for him to read there?—No, he was reading in bed.

40,051. Well, I suppose he was comfortable in bed?—He was in bed in the place he had there.

40,052. What kind of light did he get to read by?—Candle.

43,053. Then it was sometimes in his bedroom, which you say was not a good one?—Yes, and he was reading a great deal on Sundays.

40,054. And I suppose he would do it in some place where he had the greatest comfort?—Yes.

40,055. Where were those places usually, in your parlour?—No, he was allowed to go there if he liked because he was——

40,056. But, as a matter of fact, where did he usually go?—He was reading in the kitchen in the winter, and he could go to the parlour of course.

40,057. He could take the most comfortable?—Yes.

40,058. Do you give the same facilities to your other servants?—As far as reading goes?

40,059. Yes?—Yes, they have their leisure hours and can go and read whenever they like. Some of them do not read and others do read.

40,060. It was quite incidentally that I came to ask you those questions. Now there are one or two questions on your general evidence. You said thatch was a burden on the tenant?—Yes, it is.

40,061. What is the custom of the country; who pays for the thatching?—My father had paid for the thatching at the place where I was brought up till the last instance, I think. He had the straw and the man was paid by Sir James last time, I think it was in the agreement that Sir James is to do it.

Sir *John Llewelyn*—continued.

40,062. Is the custom of this district that the landlord pays for the thatching?—Yes, in some instances.

40,063. Then in what way is that a burden upon the tenant?—Because the landlord does not do it.

40,064. Does the landlord also pay for the slating where the roofs are slated?—Oh, yes, as a rule where there are buildings.

40,065. And he also pays for the thatching?—Only the last time, last year.

40,066. Previously to that your father had to do the thatching?—Yes, since he has been there, for the last 40 or 50 years.

40,067. Now the landlord slates?—No, he does not slate now.

40,068. But now the landlord thatches?—Yes, he did it last year if I remember right.

40,069. Do you say the tenant had to pay for the thatching?—Yes.

40,070. Was not that allowed for in the rent—in adjusting the rent—in fixing how much the rent was to be, was it not taken into consideration?—No, if I am right, it is in the agreement that the landlord was going to do it, it was not fixed in the rent.

40,071. You think it was in the agreement that the landlord should do the thatching, but as a matter of fact the tenant did it?—Yes.

40,072. I now understand your contention that the thatch was a burden; I did not understand it before. Is any system of adjusting the rent, whether by a land court or by freedom of contract between landlord and tenant?—I think it ought to be by land court.

40,073. Well, if it was done by a land court, I suppose the land court would take into consideration what the conditions of the letting were?—Certainly.

Lord *Kenyon.*

40,074. Is the only reason you do not use your parlour because it smokes?—Yes, I cannot stop in it.

40,075. You use it, then, in the summer, I suppose?—Oh, yes.

Sir *John Llewelyn.*

40,076. Do you put in a copy of your agreement?—I think you have one there—not between me and my landlord.

40,077. Between your father and the landlord?—No, between another one. I have applied many times to my agent for the agreement, but I have not got it yet. He gave me a chance to go to the office and see it if I liked.

40,078. Are there any freeholders in this district?—A few.

Sir *John Llewelyn*—continued.

40,079. Do you think they are better off than the tenant farmers?—I do not know. In some instances they are just like tenant farmers; some are bad off and some are not.

40,080. Freeholders, I take it, have security of tenure?—Oh, yes.

40,081. And yet they are not much better off than the tenant farmers?—Some of them. Some of them have bought their farms too dear just for the sake of trying to get a place of their own to live in.

40,082. If they had security of tenure, have the farmers got capital enough to lay out on the farm to get the 15 per cent. you mention?—No, they have not.

40,083. They would have to borrow it from Government or some other source?—Yes.

Mr. *Grove.*

40,084. Do you hold now under an agreement?—Yes; I have signed an agreement, but I have not seen it.

40,085. You saw it when you signed it?—Yes, but I could not understand it thoroughly through.

40,086. Have you no copy of it?—No, I did not get a copy.

40,087. It is not usual to give copies?—Some have it and some do not.

40,088. Did you ask for a copy?—I did. If I am right I signed two.

40,089. Did you ask for a copy more than once?—No; I asked the clerk of the agent to give me a copy, and the only thing was I had the pleasure of paying 10*s.* to sign my name on the two.

40,090. Does it not seem unreasonable that you should sign an agreement and not have a copy of it?—Well, I think it ought to be a usual thing anyhow.

Chairman.

Is the Rev. J. H. Lloyd in the room.

Rev. *J. H. Lloyd.* Yes.

Chairman.

You are a clergyman of the Church of England and you live at Talley Vicarage?

Rev. *J. H. Lloyd.* Yes.

Chairman.

And you hand in this letter.

Rev. *J. H. Lloyd.* Yes.

Chairman.

How long have you been vicar of the parish?

Rev. *J. H. Lloyd.* Since 1889.

Chairman.

40,091. (*To witness.*) These are questions by the Rev. J. H. Lloyd, vicar of Talley:—"Is the "witness aware that with regard to the expen- "diture on Cefnblaidd the sum raised by the "late vicar for repairing the farm was spent "under the supervision of the diocesan sur- "veyor and that he could not pocket a penny of "the sum given for dilapidations, as per letter "put in?"—No, I do not know, but I hand the evidence in, and the man who sent me the evidence will explain to you if you like He is in Court.

Chairman—continued.

Lord *Kenyon.*

40,092. Your statement was that he pocketed the other 200*l.* Does the letter explain that matter?—If I am right the late vicar did it, too.

40,093. He pocketed the other 200*l.*?—Yes, if I have heard right.

Chairman.

40,094. The late vicar or the present one?—The late one.

40,095. The late vicar pocketed 200*l.*?—Yes, according to what I have heard.

40,096. But the present vicar made no money out of it whatever?—No, not he.

40,097. I think that is satisfactory; if the reverend gentleman wishes to say anything he can come into the chair afterwards. The second question is this: "Is he aware that Cefnblaidd "farm was valued as recently as 1889 by one "of the most competent valuers in the country "—Mr. D. Long Price?" Are you aware of that?—No, I was not aware of that.

40,098. "And is he aware that the rent paid "is that which is fixed by him?"—No.

49,099. "And that with regard to all the "glebe farms of the benefice of Talley, for both "arrangements of buildings and repairs the "diocesan surveyor is responsible?"—No, I am not. I only state the exact state of repairs.

40,100. You state that, but you know nothing of any arrangements?—No.

40,101. Now these are questions by Mr. J. E Vincent: "Assuming that Sir James Drummond "used the words you impute to him, why do you "say the words were anything more than a "mere statement?"—I do not quite understand that.

Mr. *Brynmor Jones.*

It is really, "What makes you think that "they amount to a threat?"

Chairman.

May I put it in that way?

Mr. *Vincent.* Certainly, my Lord.

Chairman.

40,102. What makes you think that they amount to a threat?—I made it out by the farmers; many of them told me that they were afraid to go because they were named in these

Chairman—continued.

meetings to go, and then they turned round after they had heard the rumour about in the country that Sir James had made these remarks about me.

Mr. *Brynmor Jones.*

40,103. "As it was I who managed his estate now." Those were his words?—Yes.

Chairman.

40,104. You say, "This fear has been materially increased owing to a tenant of Sir James Drummond named William Davies, of Gelly, having gone to Sir James to ask a favour when he was told to go to me as it was I who managed his estate now." Then this is another question by Mr. Vincent: "Was not Sir James joking with you?"—I have not had the pleasure to see him after I had been in the meeting at all. I have not seen him or talked to him at all on any occasion.

40,105. Do you consider this a joke at all?—No, I do not.

Lord *Kenyon.*

40,106. It was your father who was talking to him, not you, was it not?—Yes, he used the term that I was managing his estate to William Davies, of Gelly, and then the other statement that I was getting rather important now he made to my father.

Chairman.

40,107. Then I understand you did not consider this in any way a joke?—No, I did not.

40,108. There are some other questions by Mr. Vincent: "Is the man who heard those words present?"—I went down to his place and asked him if he would prove it. He said, "Yes, with the greatest pleasure." I do not know whether he is here or not. He told me he was going to take some beasts away to-day. I saw him on Monday, but if you want to hear him yourself I will bring him to Carmarthen.

See 39,746, 40,569. 40,109. "Are these letters from yourself" (*handing a number of letters to witness*)?—Yes, referring to this conversation between me and Mr. Dudley Drummond as to damage done by game. All of them are in my handwriting.

Chairman.

Do you wish these to be read?

Mr. *Vincent.* I put them in.

Chairman.

Then they had better be read.

Witness.

I beg at the beginning you will excuse my language—excuse my English, I mean; I am not a proper English scholar.

Chairman.

Oh, yes. These are the letters:—

"Tynycwm, Llansawel, Llandilo,
"February 26th, 1894.

"DEAR SIR, "Caerhenfaes.

"I SHOULD like to know by Friday's post if I am allowed to keep the field on or not. I have told you the reasons before, and I think they are sufficient weight for me to keep in till next December. Then I will be ready to give it up. Please be punctual enough to answer by Friday.

"I am,
"Yours truly,
"T. DAVIES."

40,110. Who is that letter to?—That is to Mr. Dudley Drummond, the present agent of Sir James Drummond.

40,111. Then:—

"Tynycwm, Llansawel, Llandilo,

"DEAR SIR, "March 3rd, 1894.

"As you know, I told you before that the pheasants has damaged my crop of wheat. You promised to look into the matter, but not hearing from you I enclose you a bill for the damage, which is very reasonable. Please let me know if you intend to allow it or not.

"I am,
"Yours very truly,
"T. DAVIES.

"Dudley W. Drummond, Esq."

Then the bill enclosed is:—

"March 3rd, 1894.

"£50 0 0

"Sir James H. W. Drummond, Bart., Edwinsford,
"to T. Davies, Tynycwm.

"For loss of crop of wheat six acres, in consequence of damage done by pheasants.

"£50 0 0."

The next letter is:—

"Tynycwm, Llansawel, Llandilo,
"March 8th, 1894.

"I WANT you to understand me plainly that I do not want any unpleasantness to take place between us, but I will have my rights. Your stating in your letter about sufficient proofs that the loss was made by game. What you mean by sufficient proof? I got four men that will swear seeing from 60 to 70 pheasants on the field day after day. I can prove before any judge that it was made entirely by pheasants, by your statement in your letter that you can prove that the damage was not made by pheasants, then it is useless for us to argue the case, and I can see plainly that we must fight it out before better men than ourselves. You are stating about your personal survey of the field on the 4th of August, and that was not more than ½ an acre as being then what a mistake you made. I can bring dozen people to prove that not nearly ¼ of a crop was on the best part of the field. I

Chairman—continued.

know how many field mows was on it, and how many bushels of wheat I have thrashed of it, and what quantity of straw I had, and what a loss it is to be without the straw itself this year. I can't make out the figures in the same light as you do about the quantity the field ought to yield, you mention about the slopes of the Warren he is the best I got on the farm. I have carefully made out the manual and team labour, cost of lime, seed, and nitre of soda, rent, rates, &c., and what I have received off the field and what I ought to receive, which I think is very reasonable. I am willing for you to find a man, I will find the other, and if them two could not agree for them to find the third, and for yourself and me to be willing as to what amount they will arrive at. Please drop me a line to say whether you agree on these terms or not; if not, that I may take further steps in the matter.

"I am,

"Yours truly,

"T. Davies.

"To D. W. Drummond, Esq."

Sir *John Llewelyn.*

40,112. What was the claim? The claim was 50*l.* for 6 acres, was it not?—Yes.

Chairman.

40,112A. Then the next is:—

"Tynycwm, Llansawel, Llandilo,

Dear Sir, March 23rd, 1894.

"I was away last Thursday or would have called at your office, I am glad that you are willing that the dispute referring damage done by pheasants to my wheat crop should be settled by arbitrators, please mention what day you will fix for the men to meet that they will hear the proofs I got that the damage was done by pheasants. I got my man ready. You mention in your letter that the damage was done by rabbits, but you are mistaken, all the rabbits nearly were destroyed the winter previous to your survey of the field, the crop was damaged by the pheasants when the wheat was budding out, and I told Sir James of it then, and his keeper has been sending them away from the field many mornings. Hope to hear from you soon about the fixing of the day.

"I am,

"Yours truly,

T. Davies."

The beginning of the correspondence is February 26th, and the last letter is 31st March.

Chairman.

40,113. What is the present state of the negotiations with regard to this 50*l.*? Was the sum paid?—No.

40,114. Was any of it paid?—No.

Chairman—continued.

40,115. Has it been refused?—This is the last letter I had from him referring to the case.

40,116. I only wanted to know whether the negotiations were still going on?—Yes, I had a letter from him on the 7th April.

40,117. Up to the present moment nothing has been done, and the question is not settled?—Not settled.

40,118. Did the valuers go over the ground?—No, I had my men ready.

Lord *Kenyon.*

40,119. How many rabbits did you kill on that field or adjacent to that field?—I am killing and keeping the rabbits down, although they are flowing in sometimes from Sir James' covers.

40,120. Do you know how many you have killed. Could not you say at all?—Do you mean in that field?

40,121. Yes?—No, because there are holes all round, and they keep coming in.

40,122. But can you say how many you have killed since the corn has come up—since the spring?—No, I cannot; very likely we have killed all over the farm 100 rabbits.

40,123. Are there any wood pigeons in the district?—Yes.

40,124. Have you seen them on the farm at all?—Oh, yes, I have seen them sometimes there.

40,125. They do a lot of damage, do they not?—Yes, they do. You can see the damage by the pheasants when the wheat was budding out; we saved it till then and then they spoilt it at once.

Chairman.

40,126. There are some other letters that had better be read in order to get them on the minutes:—

"Cawdor Estate Office, Ferryside,

Dear Sir, 5th March 1894.

"Your letter of the 3rd instant is to hand this morning enclosing claim for 50*l.* for alleged damage done by game. When you reduce your claim to reasonable proportions and submit me satisfactory proof (for which I have asked you more than once) that you suffered damage from pheasants at all, which as far as I can prove at present is not the case, then I will gladly give the matter my most careful attention and grant you the fullest compensation you deserve. From my personal survey of the field on the 4th August last, there certainly was not more than half an acre where the crop could be described as even being thin, but assuming for your purpose that there was no crop on this portion at all, it would according to your figures represent a loss to you of 50*l.*, that is to say, that you make a nett profit of 100*l.* an acre from growing wheat, and from a six acre field that you clear in an exceptionally bad year the amount of over four years rent of your whole farm. It is interesting to see, that while on the finest wheat

Chairman—continued.

lands in England this crop can barely be made to pay the cost of production, that on the slopes of the Warren you can make so satisfactory a profit out of it.

"Yours truly,
"D. W. DRUMMOND.

"Mr. Thos. Davis,
"Tynycwm,
"Llansawel,
"Llandilo."

Then there is another:—

"Cawdor Estate Office, Ferryside,
"DEAR SIR, 12th March 1894.

"YOURS of 8th instant. There is no cause for any unpleasantness in the matter that I am aware of. What I mean by sufficient proof is, that before I can pay any sum of estate money which I hold in trust in discharge of such a claim as you are making, I must have clear and conclusive proof that such loss was caused by excess of winged game on the land, and an account showing the estimated destruction of the crop: and further, proof that the damage was not occasioned by rabbits, which on the occasion of my inspection, were swarming in the fields. You must see that this is only reasonable. As, however, you seem to think there is no prospect of arranging the matter between ourselves, I am quite prepared to submit the whole question without prejudice to arbitration and to accept our liability in the matter if it can be sustained.

"Your letter of the 10th inst.: I asked you call at my Edwinsford office when you can see your agreement at any time, but you did not do so. I presume you were handed a counterpart copy in the usual way when you took the farm? I will instruct my clerk to show you the agreement whenever you like to call and probably I shall be at the office myself on Thursday morning next.

"Yours truly,
"D. W. DRUMMOND.

"Mr. T. Davies,
"Tynycwm Farm,
"Llansawel."

Have you ever been given a copy of the agreement?—No.

40,127. Is it a custom on this estate?—Some tenants do anyhow. There is one there now with you.

Mr. *Brynmor Jones.*

40,128. Did you call as suggested in that last letter?—No, I was away on Thursday, and I would acknowledge it in one of the letters I sent to him when I was away.

Chairman.

40,129. These are questions by Mr. Vincent: "What was the date of this affair of the warren?" That was about taking the stones from the quarry?—What year was it?

Chairman—continued.

40,130. Yes, what is the date?—1884 was the year.

40,131. "Who was the agent who said you grumbled"?—The present agent, Mr. Dudley Drummond.

40,132. "As a fact did not the present agent "tell you you might have the agreement from the office whenever you liked"?—That is in the letter that is put in. I do not think that need be asked.

Sir *John Llewelyn.*

40,133. May I ask a question arising out of your answer to me? This is the agreement that you said had been put in?—Yes, I think so.

40,134. Is yours the same?—I do not know.

40,135. This is printed?—Yes, very likely it is the same.

40,136. You answered, I think, to me, that the thatch would be on the landlord?—Yes, that is what my father told me over and over again.

40,137. The terms here are that the tenant shall and will put and keep in substantial repair the house and buildings, and so on?—Yes, that is right, as far as the agreement goes, but although the agreement is signed it is a dead letter between them; neither of the parties looks into it at all. It is more a taking by word of mouth than by agreement.

40,138. Do you know if Sir James Drummond made any announcement that the tenants were at perfect liberty to come and give evidence?—No, I never heard it because I knew he was dead against it. The agent was for the tenants to come, but Sir James was not. He was against it very much. I had a talk with Mr. Dudley Drummond and he told me he would be very glad if all his tenants came on.

Lord *Kenyon.*

40,139. Who said that?—Mr. Dudley Drummond, the agent, but Sir James was against it.

Mr. *Griffiths.*

40,140. How many times do you consider a farmer must make his rent to get two ends to meet?—He ought to make it three times.

40,141. Do you think three times will do at the present rate of wages?—No, I do not think it will do.

40,142. Rather more?—Rather more, yes, I am paying this year 110*l.* on my own farm in wages.

40,143. I should like to confirm what you have said with regard to the morality of the district. I will read this extract from the Report made by Mr. Lleufer Thomas to the Royal Commission on Labour. "It is this custom of night courting "which is at the very root of all the charges of "immorality which are so frequently brought "against the Welsh people, who, however, in spite "of this ugly custom compare not unfavourably "with the inhabitants of other parts of the "kingdom. It is, for instance, a prevailing idea "that the number of illegitimate children born

Mr. *Griffiths*—continued.

" in the rural districts of Wales, is above the " average for similar districts in England, but " statistics do not support this view. I have " already pointed out that for the Narberth " Union the proportion of illegitimate children " born is 1·1 in every 1,000 persons living, as " compared with 1·3 for England and Wales." That confirms what you said that notwithstanding the bad accommodation the morals are better ?—Thank you.

The witness withdrew.

Adjourned for a short time.

Mr. JOHN JONES called and examined through an interpreter.

Chairman.

40,144. I believe you are a tenant upon the Drummond estate, the same estate as the last witness ?—Yes.

40,145. Has this statement been read to you, is it your evidence, and is it correct ?—Yes. I shall be able to understand it in English, if I am allowed to answer the questions in Welsh.

40,146. We will try and give you every possible facility ?—Thank you, my Lord.

40,147. What is your address ?—Penlan, Llansawel.

40,148. How far is that from here ?—About half a mile. It is in sight.

[*The following statement of the witness was read:*]

EVIDENCE OF JOHN JONES,

Tenant Farmer, Penlan, Llansawel.

PERSONAL.—I took Penlan, a farm belonging to Sir James Drummond, in the year 1877, and got notice in the following March, and they took away 16 acres of land—the best I had for a sheep walk—and no allowance was made in the rent. My taking of the said farm was on condition that I was to have everything in repair, and, out of the 100 acres I had of wet land, I was to have a field every year to be drained. I only got two small plots done in the course of 17 years. The out-kitchen was built there. The carriage of material for the foundation (which amounted to 300 loads), and the materials for the building, were carried from a distance by me. The cow-house, stable, and chaff-room were rebuilt, and the barn repaired. All the haulage in every case was done by me free of cost. The rent is very high, and my children work at home. All the money goes to meet the rent, and nothing is left to pay the children for their service. The farm is improved by reason of my having children to work hard on the farm. The game makes tremendous damage. Before I can sow a field, I am obliged to put wire netting all round it, and parts of it are eaten up after all. The cost of wire netting now in hand is 10*l.* In 1887 considerable damage was done to 9 acres of wheat, the seed of which I did not receive after all the labour to put it up for crops, and 3 acres of oats all in the same field. I sent in my claim for 60*l.*, which was very reasonable, for loss of crops on 12 acres of land. I only received 5*l.*, and I am troubled every year with the game through being close to the covers. It is impossible to keep down the rabbits, because the farm adjoins the landlord's covers. I could not live here and meet the rent if it was not that I am paying money out of profit I make out of my own farm, and being blessed with sober and striving children. I was bred and born on the estate, and my daughter married last year, who was 30 years old. I went to my landlord, wishing him to give me one of the two farms which were free at the time; but instead of encouraging me by giving me the farm, he let them to strangers. The fences of the covers are in a rotten condition. I cannot keep the animals on the farm. No allowance is made for the carriage of timber.

Allowance made in 1888, 10*l.* per cent.
Allowance made in 1887, 10*l.* per cent on half year.
Allowance made in 1886, 10*l.* per cent. on half year.

Chairman—continued.

Mr. *Seebohm.*

40,149. No allowance has been made since ?—Yes, we have had some since.

40,150. The 10 per cent. continues, then ?—It has not continued every year since 1886, but it is so now.

Mr. *Richard Jones.*

40,151. Was the land that was taken from Penlan to form a sheep-walk added to another farm ?—No, to make a warren for the landlord. *See* 42,264.

40,152 For the purposes of a rabbit warren, but you say in your statement for the purposes of a sheep walk ?—It was the best sheep walk I had taken away, for making a warren.

40,153. It is not very plain as it appears in your statement: "They took away 16 acres of " land, the best I had for a sheep walk" ?—I mean it is the best 16 acres that I had as a sheep walk, and that it was taken away and made into a warren.

40,154. I understand: and no allowance was made for it. Did you apply to your landlord to have the remainder of the farm drained during the 17 years ?—Yes, many times.

40,155. What was the answer you got ?—The last agent said yes, if I consented to pay 5 per cent.

Mr. *Richard Jones*—continued.

40,156. Whereas you hold that you were paying a rent to cover the drainage of a field every year. Is that so?—I had two plots drained but the condition was that I should have a field every year drained.

40,157. So that really your landlord was breaking his contract with you?—Yes, his agreement by word of mouth.

40,158. There was no written agreement with respect to the drainage?—No, verbal.

40,159. Does this still go on: are you obliged to place a wire around every field of corn that you sow still?—No, not every field, but only those fields that are near the covers.

40,160. Are you troubled by hares and rabbits?—Yes, and birds. They can be seen there now, if you would only come up.

40,161. Who valued the damage at 60*l.*?—I myself.

40,162. Did the landlord send anybody to value the damage before paying the 5*l.*?—No.

40,163. You say, "I could not live here and meet the rent if it was not that I am paying "money out of profit that I make out of my "own farm." Have you a bit of property of your own?—Some excuse for a farm—some apology of a thing.

40,164. What is the size of it?—Nearly 40 acres.

40,165. And the rent of that farm goes to pay for the one that you occupy?—Yes, so much as can be.

40,166. How long has this been going on?—It has been tight on me from the beginning, but it has been worse of late years.

40,167. Is the condition of the farmers generally in your district such that unless people have private sources they must be getting poorer?—I cannot say about that, but I know is so with myself.

40,168. Have you as full stock as usual?—Yes, I have too much.

40,169. What is the reason that you keep too much—is it that you cannot sell them?—It is not I who keep them. My landlord keeps game there.

40,170. Does not Sir James Drummond, as a rule, let his farms to the nearest relative of the tenants; for instance, would he not give some sort of consideration to the children of a tenant of another farm, if he is letting a farm?—It was a custom with him to do so, before this rumour about the Land Commission came.

40,171. Do you think he has altered his character since the Commission was appointed?—Yes, to a certain extent, at all events, towards me, in some degree.

40,172. Has he altered in his conduct towards his tenants generally?—I cannot say. I do not know except for myself.

40,173. Have you taken any prominent part in collecting evidence, and so on?—No, but I have been several times at the meetings.

40,174. Do you think that Sir James Drummond knows that you attend the meetings?—Yes.

Mr. *Richard Jones*—continued.

40,175. What did he say to you?—He told me, "That is the treatment you as tenants deal "out to me."

40,176. He did not threaten you in any way?—Oh, no.

40,177. Did he in any way allow you to think that he, Sir James Drummond, would prefer your not coming to give evidence before the Land Commission?—Yes.

Mr. *Seebohm.*

40,178. You took the farm in 1877?—Yes.

40,179. Was it in March 1877?—No, in September.

40,180. Then was it within six months that you got the notice to quit, or give up the 16 acres of land?—Yes, they were going to value the place.

40,181. If you took it in September 1877 is it not very curious that a re-valuation should take place within six months?—The whole estate was being valued; Sir James was attaining his majority.

40,182. Then the conditions as to draining, and so on, were the new conditions of taking the farm in 1878?—They were in both; they were in the agreement when I went there.

40,183. There was nothing but a verbal agreement probably?—Yes, verbal.

40,184. Did you apply to have done what you thought you ought to have done?—Yes, many times.

40,185. And was the answer that there was a dispute about what the conditions were?—They did not know what the first agent did.

40,186. So that it was a misunderstanding, owing to a verbal agreement?—Yes, that is our custom; we did not get it on a written agreement, but by word of mouth.

40,187. It was not the non-performance of a contract, but the misunderstanding of what the contract was, I take it?—No, they knew what the first agent had promised.

40,188. Did they know it from your statement?—I do not believe that the first agent did not say so, or did not tell them so.

40,189. You think that they knew it, but you were not told that they knew it?—Yes, that is so.

Mr. *Grove.*

40,190. Those conditions were the usual conditions on the estate, were they not?—Yes.

40,191. When you had 5*l.* for damage by game and claimed 60*l.*, were you satisfied with 5*l.*?—No, indeed.

40,192. What made you accept 5*l.* then?—I preferred accepting 5*l.* than going to fight with my landlord.

Sir *John Llewelyn.*

40,193. Are you still in the same place?—Yes.

40,194. What is the acreage of it?—I cannot say for certain, but it is between 200 and 250 acres.

Sir *John Llewelyn*—continued.

40,195. What is the rent?—182*l*.

40,196. It is a bigger place than I thought. Is it at the same rent now as when you took it? No, there is a reduction of 1*l*.

40,197. And has 16 acres gone from the place since the first year in which you took it?—Yes; the best land for the sheep.

40,198. Did you sign any agreement when you went in?—Yes.

40,199. Have you a copy of that agreement?—Yes, I have it, but I have not got it with me now.

40,200. Would that agreement quote the full acreage, or the acreage after the 16 acres had been taken away?—The 16 acres is in the agreement, and has not been taken out of it, and 10 acres of woodland is in it still.

40,201. Who paid for the wire netting that you used on the farm?—Myself.

40,202. Has the landlord given you any?—I had about two bundles, about 100 yards.

Mr. *Seebohm.*

40,203. I understood in answer to my question that the agreement was a verbal one on your entering the farm?—Verbal when actually taken, the agreement came afterwards.

40,204. Then I would ask, are these conditions about the draining of the field contained in the written agreement?—We have to carry everything towards the houses when they are being built, which is not in the agreement.

40,205. Yes, but with regard to these questions about the field every year to be drained; if that was not in the written agreement, what evidence have you that it was acceded to? It was merely talked about, but why should it not have been put in the written agreement?—They did drain part of two fields.

40,206. Yes, but that was not an answer to my question; my question was, if there was a stipulation that a field every year was to be drained, why was it not inserted in the agreement?—I cannot say; it may have been my fault or it may have been the agent's fault, but it has not been done. There are many things in the agreement I do not understand at all if I cannot get it in Welsh.

Mr. *Richard Jones.*

40,207. You say "I cannot keep the animals on the farm." Why is that?—Because the fencing is bad about the covers.

40,208. They break over into the covers?—Yes, I am very close to the cover.

40,209. And it is a source of annoyance?—And cost to tenants every year.

40,210. That is a landlord's duty to fence the covers of course?—Yes, but he has not been doing it for years.

40,211. Has his attention been called to the state of the fences?—Yes, many times.

40,212. What was the reply you got?—He says he will do it next year, and next year, every year.

Mr. *Richard Jones*—continued.

40,213. What is the inconvenience that the tenant would suffer by the cattle breaking over into the cover?—Because they go to other fields and it puts us to the inconvenience of going after them.

40,214. You say, "No allowance is made for "the carriage of timber." Has there been any timber felled on your farm?—Yes.

40,215. Has any damage been done?—Yes.

40,216. Did you get any allowance for it?—No; I did not get the tops; I had to pay for them. I had to pay 32*s*. and mend the gaps after them.

40,217. Does every tenant have to do that?—I cannot say.

40,218. Do you know of any cases where any compensation has been paid for damage done by timber?—No, I do not know. There is a reservation in the agreement.

40,219. Is there no provision in the agreement with regard to compensation for damage?—They have not caused a tremendous loss on my land as they have on others hitherto, but still they have made a loss to some extent.

Chairman.

40,220. Questions by Mr. Vincent: "Do you "let your own farm or keep it in hand"?—In my own hands, but a man lives in the house and looks after my cattle, and keeps three or four cows.

40,221. "Are the buildings on your own farm "in good conditition"?—Well, they are about as fair as all these landlords have them.

40,222. "Was not your agreement in fact "written, and not verbal"?—Yes, the agreement with the agent was in writing, but I have not seen my landlord.

40,223. "Was not the promise verbal, and "simply to drain, but not to drain every year"?—No, the promise was to drain a field every year. There was so much need of draining. I had from 100 to 150 acres of wet land.

40,224. "Is not your holding the one which "includes the mill spoken of this morning"?—Yes, my Lord.

Chairman.

You have visited this place, Sir John?

Sir *John Llewelyn.*

Yes, and some of the other Commissioners too. Mr. Brynmor Jones has been there.

Chairman.

In what condition did you find it?

Sir *John Llewelyn.*

I should say very bad. There are very few indeed so bad that I have seen.

Mr. *Richard Jones.*

40,225. It is possible there may be a misunderstanding, whether the mill really belonged to Sir James Drummond, or whether it belongs to the tenant?—To Sir James Drummond. I do not quite understand the question.

Sir *John Llewelyn.*

That is a question with regard to the terms of the agreement that he signed, as to whether the repairs were upon the tenant or upon the landlord. That question would be properly answered by the agreement itself?

Chairman.

Yes, I think so. Have you the agreement?

Sir *John Llewelyn.*

40,226. That is a point which would be clearly expressed in the agreement?—No, I have not got the agreement.

40,227. Upon whom are the repairs; upon the landlord or upon the tenant?—The agreement has been handed in.

Chairman.

40,228. Mr. Vincent's questions continued: "Did not the agent in letting you the farm "tell you that he would not re-build the "mill or the cottage adjoining it"?—No. The agent is by me here, but I had to keep them in repair—and better repair than I had them, and I built a pigstye there myself, and I only had zinc for it.

40,229. "Is not that cottage and mill sub-let "by you"?—Yes, my Lord.

40,230. "Do you not pay for the cottage, mill, and 6 acres 22*l.* 11*s.*"?—No, I take them altogether. They are part of the 182*l.* It used to be let before I had it at 65*l.*, but I let it at 40*l.*, and it is the same rent since I have been there.

Chairman—continued.

40,231. I should like that to be clearly understood. Do you take the mill as part of the whole tenancy?—Yes.

40,232. Mr. Vincent's questions continued: "Do you charge 40*l.* for this mill, cottage, and 6 "acres?"—Yes, but it was 65*l.* before.

40,233. It was 65*l.* before, and you charge 40*l.* now?—Yes, 65*l.* before I had it, and 40*l.* now. I do not say it was 65*l.* immediately before I had it.

40,234. "Has not Sir James Drummond assisted you to get a son of yours into a bank"?—Yes, but he had to pass his examination himself.

Sir *John Llewelyn.*

43,235. I will put this agreement into your hand and ask you whether that is your agreement? (*handing agreement to witness*).—It is something very like it.

40,236. You will see somebody's signature at the end—"John Jones." I only want to know whether it is yours?—Yes, it is.

40,237. Would you point out to us the fields, the 16 acres, which you say are still in this agreement, although they are not in your hands—the 16 acre farm?—The warren is No. 78, and there are three acres of woodland in one place, and two in another place; there are altogether 10 acres of woodland shown there.

40,238. Are the 16 acres that are spoken of in your evidence there?—That is No. 98.

40,239. Sixteen acres, 2 roods, and 27 perches of that has been taken from the farm?—Yes.

Mr. *Seebohm.*

40,240. According to your agreement you have to keep in good, substantial, and tenantable repair all houses, buildings, gates, and so on. Do you consider that that includes the mill?—Yes, if I had them in repair, but the materials were to be supplied by the landlord.

The witness withdrew.

Mr. Dudley Williams Drummond called and examined.

Chairman.

40,241. You are agent for the Cawdor, Edwinsford, and Derllys estates, Carmarthenshire; Inspector under the Land Improvement Acts of the Board of Agriculture; have studied agriculture from youth; have had special education at an Agricultural College, and subsequently in a large estate office; and have studied applied mathematics for the same object at the University. I understand the Edwinsford and Derllys, and partially the Cawdor estates, consist of properties scattered in 39 parishes. What is the acreage?—The Edwinsford estate, 10,700 acres; the Derllys estate, 3,300 acres; and the Cawdor estate, 50,000 acres.

Chairman—continued.

40,242. As regards manors, have you anything to say?—The Cawdor estate is situated in some 20 different manors of various extents. I have a list of them, but I do not know whether it is necessary to put them in. The majority of Lord Cawdor's manors were granted by a charter of Charles the 1st in 1630. Court leets are, in

Chairman—continued.

some cases, held annually; in others every two or three years; and in many none are held. Steward and deputy-steward, howards and jurymen are the usual officers of the manor.

Sir *John Llewelyn.*

40,243. We call them haywards?—They are called "howards" generally in our minutes. I do not know whether it would interest any of the members of the Commission, but I have some presentments of over 200 years ago here. (*The witness handed in presentments.*) They refer to some matters that were given in evidence yesterday about mortuary fines and fines on marriage and things of that kind.

Chairman.

40,244. Has any land been enclosed recently?—There has been none in this district since Pencarreg Mountain in 1850.

40,245. Has there been any on the Cawdor estate?—Llangeler Mountain in 1873.

40,246. As regards sheep runs, have you anything to say?—There is a large extent of hill lands in the Llandilo and Llandovery districts under sheep which is unadaptable for any other purpose. Occupiers of adjacent farms have pasture rights without stint.

40,247. When is your date of entry?—Michaelmas.

40,248. And the tenancies are yearly tenancies?—From year to year.

40,249. Have you had many changes on these estates?—I have observed no difference in proportion of changes of tenancy now to formerly. In most cases the tenancies have continued in the same family for generations. Changes are occasionally inevitable by reason of deaths of the sole representatives or by tenants seeking larger and better farms. Even bankrupts are usually retained and allowed to let out their grazing lands (which they do at an enormous profit) till they are above water again.

40,250. Do you give compensation when necessary?—Yes, invariably. Does your question with regard to compensation refer to damage to timber cutting and that sort of thing, or at the termination of the tenancy?

40,251. You give compensation whenever you think it is necessary; I think that is sufficient?—Yes.

40,252. Have you an agreement which you can hand in?—I think you have already had the agreement of the estates.

40,253. Is that agreement universal on the three estates you manage?—On the Cawdor estate I have not any agreement at all. On the Edwinsford and Derllys estate those are the only agreements that are existing. Personally, I have not granted any agreements since I have had the management of the estates.

40,254. What is the average rent on the two great estates; can you give us that?—There are one or two matters before that, my Lord; I do not know whether I might go into them.

Chairman—continued.

40,255. I will just pass those by, if you please; we have had a great deal of the same sort of evidence, and it is no use going through it over and over again. Have you anything to say about the average rent of land?—It is difficult to say what the average rents of land in the district are, as the soils, subsoils, and situations in this county are so varied. I have let lands from 2*s.* to 20*s.* per acre. The average farm rents on the Edwinsford estate are about 11*s.* per acre, and I give instances of typical upland and lowland farms, namely, Bronffin, an upland farm in the parish of Caio, of 431 acres, let at a rent of 130*l.*, which is an average of 6*s.* per acre; Tynycwm, a lowland farm of 159 acres, let at a rent of 136*l.*, which is an average of 17*s.* 3*d.* per acre; Llewelau mawr, an upland farm of 434 acres, let at a rent of 70*l.*, the average rent per acre being 3*s.* 2*d.*; and Glanravonddu ganol, a lowland farm of 246 acres, let at a rent of 232*l.*, the average per acre being 18*s.* 9*d.*

Sir *John Llewelyn.*

40,256. Is there much difference in the application for those farms as they become vacant? Which are the most popular?—Well, they have not been vacant in my time with the exception of Llewelau mawr, which is rather a popular farm, although it is an upland farm. Most of the tenants who have been there in the past have made a good deal of money there. The last tenant was there some 10 or 12 years, and he purchased a farm in this parish which he gave 1,100*l.* for.

40,257. Can you say which of the two classes of farms are most profitable to sitting tenants. On which class of farms are they doing best?—It is rather difficult to answer that.

40,258. Do you let the farms by tender?—I have never let a farm by tender, and have often refused offers which I considered in excess of the value of the land. I would say such a system would be prejudicial to the interests of both parties, and I would never let a farm on such terms.

40,259. What do you say with regard to revaluations, if any?—It is usually the custom for estates to be revalued on a fresh succession. The Cawdor estates were valued in 1862. The Edwinsford on succession in the same year, and subsequently on succession in 1878 the result being a slight increase; the present rental being on the same tenements only about 100*l.* in excess of the 1862 valuation of the Edwinsford estate.

40,260. Can you tell us anything about the abatements. Have you any permanent reductions on the property?—Since 1890 I have made a few permanent reductions on the Edwinsford estate amounting to something like 45*l.* to 50*l.*

Chairman.

40,261. Is that on the whole estate?—Yes, on various holdings since 1890.

40,262. Is that with reference to one estate only?—That is with reference to the Edwins-

Chairman—continued.

ford estate. Occasionally reductions of the same nature are made on the Cawdor estate. With reference to the remittances, I think my brother Sir James, was the first landlord in this county who gave an abatement at all. That was at the Michaelmas rent 1879, off which he gave 10 per cent. Michaelmas 1885 was the next, and I will read a table of reductions given, which are as follows:—

	Edwinsford.	Derllys.	Cawdor.
Michaelmas, 1885	15 per cent.	20 per cent.	—
Lady Day, 1886	10 „	10 „	15 per cent.
Michaelmas, 1886	10 „	10 „	15 „
Lady Day, 1887	10 „	—	15 „
Michaelmas, 1887	10 „	15 per cent.	15 „
Lady Day, 1888	10 „	10 „	15 „
Michaelmas, 1888	10 „	10 „	15 „
„ 1891	—	—	Tithe allowed.
Lady Day, 1892	10 per cent.	Tithe allowed.	„
Michaelmas, 1892	10 „	10 per cent.	„
Lady Day, 1893	15 „	15 „	10 per cent. and tithes.
Michaelmas, 1893	10 „	10 „	„

40,263. I need not ask you about prices. We have had that very fully given us. With regard to payment of rent, when are the Michaelmas and Lady Day rents paid?—The Michaelmas rents are collected between the 20th January and the 20th February, and Lady Day rents in August, and invariably on the Edwinsford estate the rent days are held in the same week, so that it is practically a fixed day as to both the Michaelmas and Lady Day rents; but the Cawdor estates vary. I fix these rent audit days as near as possible to catch the local fairs for the convenience of farmers.

40,264. Do you think the preferential claim beneficial to tenants or not?—I think it gives the tenants the advantage of several months credit for their rents (which otherwise would be demanded when due or security demanded by the tenant before entering), and also freedom from other restrictions and arrangements which landlords otherwise would be obliged to enter into for their own protection.

Chairman—continued.

40,265. Who pays the tithe and the income tax?—Tithe and income tax are paid by the owner.

40,266. The land tax, chief rent, and the rates are paid by whom?—By the occupier.

40,267. I suppose the rates have gone up?—Yes, very considerably.

40,268. And they are paid by the occupier?—Yes.

40,269. Will you give us the size of the farms, if you please?—Generally speaking, in this district they are from 50 to 200 acres. It is a very difficult question to answer. They are of every acreage.

40,270. There is no consolidation?—There are not many cases of consolidation and when carried out they have been made on the grounds of the unsuitability of the existing buildings to modern requirements and greater adaptability by the adjoining farmer for managing the land.

40,271. Do you permit sub-letting to any great extent?—Sub-letting by the tenants has been and is being carried out to a considerable and dangerous extent, cottages let with farms being converted into small holdings and being sub-let by the tenants at from 40 to 60 per cent. increased rent over and above what the landlord is receiving. The occupiers are frequently in addition bound to work for the tenant when required in the summer and are not employed in winter and great injustice and rackrenting is the result. I believe if this estate was in the hands of the tenant farmers the rental would be half as much again as it is, and yet the occupiers would live as well as they do now and possibly complain less. This is proved by the figures at which land is sub-let. Those figures I would like to hand in.

40,272. You had better put them in, I think.

The witness handed in the following table:—

PARTICULARS of COTTAGES and LAND, part of PENLAN farm, sub-let by tenant.

Name of Tenements.	No. on Ordnance Map.	Extent.	Amount at which sub-let.	Rate per Acre.	Amount originally let by Landlord.	Rate per Acre.	Observations.
		A. R. P.			£ s. d.		
LLANSAWEL MILL	1,182	0 2 14			15 0 0		
	1,184	1 0 33	£ s. d.	s. d.		s. d.	
	587	1 1 31	40 0 0	83 6	7 11 1	24 0	The sub-tenant pays all rates, taxes, and tithes.
	586	1 2 20					
	547	1 2 0					
		6 1 18					
GARNWEN	473	0 1 15					
	531	0 3 2					
	474	1 1 24					
	475	1 0 16	16 5 0	32 6	10 13 11	21 3	The like.
	476	0 3 24					
	471	2 3 11					
	472	2 3 9					
		10 0 21					

19 *April* 1894.] Mr. D. W. DRUMMOND. [*Continued.*

Chairman—continued.

Particulars of Cottages and Land, part of Penlan Farm, sub-let by Tenant—*continued.*

Name of Tenements.	No. on Ordnance Map.	Extent.	Amount at which sub-let.	Rate per Acre.	Amount originally let by Landlord.	Rate per Acre.	Observations.
		A. R. P.	£ s. d.	s. d.	£ s. d.	s. d.	
LLWYNCELIN - -	525	2 2 22					
	524	3 2 27	14 0 0	31 0	8 11 4	18 6	The sub-tenant pays all rates, taxes, and tithes.
	522	1 2 7					
	523	1 2 9					
		9 1 25					
COTTAGES ON:— Garnwen, 30*s.*; Llwyncelin, 4*l.* and Smith's Forge, 2*l.*		—	7 10 0	—	5 10 0	—	Cottages let free of rates.
		25 3 24	77 15 0		47 6 4		

These are sub-lettings on the farm of Penlan. Llansawel Mill, which is let by the landlord at 24*s.* an acre, is sub-let by the tenant at 83*s.* 6*d.*

Mr. *Grove.*

40,273. What portion of that, may I ask, is sub-let?—That was Llansawel Mill and land.

Sir *John Llewelyn.*

40,274. Is that calculated on the whole?—That is taken from the valuation on which the rent of the farm is assessed.

40,275. So that you calculated it upon the acreage of the whole farm in one instance?—No, the individual fields.

40,276. Field by field?—Yes; there is a field-to-field valuation on the estate, and I have every identical field with the Ordnance Survey acreage and the numbers. Garnwen, on the same farm, is sub let, and the rent received by the landlord is 21*s.* 3*d.* an acre, and it is sub-let at 32*s.* 6*d.* Llwyncelin, on the same farm, rent per acre received by the landlord 18*s.* 6*d.*, and the amount at which it is sub-let is 31*s.* per acre. Then Garnwen, and Llwyncelin, and the smith's forge are sub-let, and the amount at which they were let by the landlord was 5*l.* 10*s.*, the amount at which they are sub-let by the tenant being 7*l.* 10*s.* Altogether the tenant of Penlan sub-lets to the amount of 77*l.* 15*s.* out of his annual rent, which is 182*l.*

40,277. I only want to get this point cleared up as we go along. Where you take the amount

Sir *John Llewelyn*—continued.

received by the landlord, is that the whole acreage divided by the rent?—No.

40,278. They are selected pieces?—They are selected pieces.

40,279. Are they the same acreage exactly—the piece that you are speaking of is let by the landlord and that is afterwards sub-let?—Yes, they are identically the same pieces. In our valuation each field has a separate valuation. I have selected the fields sub-let out of the Ordnance map, and I have taken these at the same figure as let to tenant as shown in valuation.

40,280. Then that is fair. Otherwise it would not be fair?—That is so. Then there is the same sort of thing going on in the parish of Talley. I am taking three instances from the three parishes in which the estate is situated. On the farm of Glanyrafonddu-ganol, Troedyrhiwgeingen is let by the landlord at 20*s.* per acre, or rather, I should say, that the annual rent at which the landlord lets to the tenant is 11*l.* 6*s.* 5*d.*, and the amount at which it is sub-let is 21*l.* Then Penrheolwen, the amount at which it is rented by the landlord is 9*l.* 17*s.* 9*d.*, and the amount at which it is sub-let is 19*l.* Then Cwmdu Inn and land is rented by the landlord at 6*l.* 4*s.* 9*d.*, and it is sub-let by the tenant at 9*l.* 15*s.* The Half-way House, part of Y Ddolfelen, is let by the landlord at 1*l.* 16*s.*, and sub-let by the tenant at 4*l.* 5*s.* The total amount at which these are let by the landlord is 29*l.* 4*s.* 11*d.*, and they are sub-let by the tenant at 54*l.* The average per acre at which the landlord rents it is 18*s.*, and the amount at which it is sub-let is 33*s.* 4*d.* per acre. (*The witness handed in the following table:*)

Chairman—continued.

PARTICULARS of FIELDS, part of the FARM of GLANYRAFONDDU-GANOL, sub-let by Tenant.

Name of Field.	Acreage.	Amount sub-let.	Annual Rent paid by Tenant to Landlord.	Rate per Acre let by the Landlord.	Observations.
	A. R. P.	£ s. d.	£ s. d.	s. d.	
TROED-YRHIW-GEINGEN:—					
Cae-pistyll-bach	0 1 23				These lands are sub-let free of rates and taxes.
Cae-shone	1 0 34				
Waun Cwmdu	2 2 6				
Cae-brwyn-bach	2 0 38	21 0 0	11 6 5	20 0	
Cae-pistyll	1 1 24				
Waun-gymer-bach	1 0 27				
	2 2 36				
	11 2 28				
PEN-RHEOL-WEN:—					
Cae-rhisin	1 3 6				
Rhandir-fawr	2 2 23				
Cae-squar-ucha	1 2 9				
Part of Cae-squar-ucha	1 3 2				
Cae-squar-issa	2 0 17	19 0 0	9 17 9	13 10	
Cae-squar bach	1 2 20				
Cae-main	1 0 33				
Cae-wrth cefn-ty	1 1 2				
Cae-wrth-Penrheolwen	0 1 21				
	14 1 13				
CWMDU INN:—					
Ddol-fawr	2 3 36	9 15 0	6 4 9	27 6	
Ddol-fach	1 3 2				
	4 3 38				
HALFWAY HOUSE:—					
Part of Y Ddol-felen	2 0 23	4 5 0	1 16 0	17 6	
TOTALS	32 3 22	54 0 0	29 4 11		

There are other particulars as to the parish of Caio; I do not know whether I might put them in; they are very short. This is as to the farm of Groes-fawr. The amount at which Groes-fawr and Groes-fach are let by the landlord is 7*l.* 6*s.* 6*d.*, and the amount at which they are sub-let by the tenant is 15*l.*, that is to say, they are rented by the landlord at 16*s.* 10*d.* per acre and sub-let by the tenant at 34*s.* 8*d.* I may say, my Lord, that I have had a great many complaints from the sub-tenants on these matters, and I think it is extraordinary that they can live at the rents that they are paying while the tenants complain so much when they are only paying us perhaps half of what they are charging to their sub-tenants. (*The witness handed in the following table:*)

PARTICULARS of GROES COTTAGES and LANDS on the FARM of "YNYSSAU," or FFYNONLAS.

No.	Name of Fields.	Extent.	Amount at which Sub-let.	Rate per Acre.	Amount at which let by Landlord.	Rate per Acre	Remarks.
	GROES-FAWR:—	A. R. P.	£ s. d.	s. d.	£ s. d.		
19	Cae-danty-Groes	2 2 0			3 2 6	s. d.	Rates and taxes free.
22	Cae-cenol-Groes	1 1 19	13 0 0	34 8	1 6 1	16 10	
23	Cae-main-Groes	1 0 11			0 17 1		
27	Cae-garw-Groes	1 2 28			1 0 10		
		7 2 28	13 0 0		6 6 6		
	GROES-FACH:—						
	Cottage and garden	—	2 0 0		1 0 0		
	Total	7 2 28	15 0 0		7 6 6		

Chairman—continued.

40,281. Which can stand the depression best, the large or the small owners. Do you think that the large occupiers feel the depression most. We have had evidence given to us both ways with regard to that?—The large occupier would feel the depression the worst, being a larger employer of labour and capital.

40,282. What do you think of the cultivation in this part of the world?—Generally speaking the state of cultivation is very poor (there being of course notable exceptions among the better class of tenantry). The arable land is seldom half sufficiently manured or cultivated and left very foul and a great deal of productive power wasted. The nature of farming pursued is mixed, and more especially dairying and the raising of young stock for the English feeding lands. No proper rotation of cropping is carried out.

40,283. I suppose there is a good deal of arable land laid down to grass?—Yes, there has been a good deal of arable land laid down to grass.

40,284. At whose expense has that been done?—At the tenant's expense in nearly every instance.

40,285. The landlord doing nothing?—The landlord doing nothing, as a rule.

40,286. What improvements do you do for the tenants?—The landlord's improvements are buildings and repairs of every kind, supplying gates and posts, supplying pipes and stones for drainage, supplying (in certain cases) lime or artificial manure to needy tenants, supplying sometimes whole or part of thatching and straw which is supposed to be the duty of the tenant. All the above are free of charge.

40,287. What do the tenants do, the haulage?—The tenants supply haulage of building material and do drainage labour.

40,288. Have you any instances of contracting out of the Agricultural Holdings Act?—No; only out of the Act of 1875; not out of the Act of 1883; that Act is binding in every detail.

40,289. What is the custom of the country?—As regards outgoing tenants?

40,290. Yes?—Allowances to outgoing tenants in respect of growing crops is that growing crops are almost invariably sold by auction by the out-going tenant. If not are taken over by the incomer at valuation. Tillages and seeds are taken over by valuation. Manure is taken over by valuation, and the farm produce sold by auction.

40,291. Then with regard to the game. Is there much damage complained of in this neighbourhood upon your estates?—With regard to game preserving, rabbits and hares are not preserved except on the Home Farm and a warren enclosed by an 8′ wall. Other game is for the most part preserved, but not to a great extent, except in the neighbourhood of Home Farm covers, and in some districts on the estate not at all and it is given to the tenants free.

40,292. I suppose you complain of the railway rates?—Railway rates affect the carriage and disposal of agricultural produce adversely. We should at least be put on equal terms with the foreign producer, I think. I have certain particulars of railway rates. I do not know whether it is necessary to mention them.

40,293. No, it is hardly necessary. Mr. Grove will make a note of that point?—I calculated what the price of carriage of various produce to London was.

40,294. Do you consider the tenant farmers are a hard-working lot of people?—Yes, I do.

40,295. Do their wives work hard and their children also?—Yes.

40,296. And their children's labour helps to pay the rent?—Yes.

40,297. Then I do not think I need ask you about labourers' lodgings and their wages. We have heard all about that, and that the accommodation is not satisfactory. When did the depression begin in this part of the world?—Early in 1885, and it was continued till 1888. It commenced again in 1891, and has since continued. The principal causes of the depression in my opinion are bad seasons, severe foreign competition in grain and stock, increase of rates and wages, and appreciation of gold.

40,298. Have you any remedies which you wish to suggest?—I would suggest that more attention should be paid to the breeding of stock and improved cultivation, especially as regards making and retaining the constituents of manure and general tillage Universal free trade or fair trade. Labelling of foreign meat and produce as such. Reduction of railway rates. Equalisation of local rates over real and personal property. Assessment of income tax on nett profits. Land tax collected locally to be credited to local rates. Compulsory registration of title at reasonable fees. Cheaper system of transfer of land. Light railways for conveyance of manures, produce, &c.

40,299. Then as regards the relations between the landlords and tenants, what do you consider with regard to them?—I can only say, my Lord, that hitherto the relations have been very friendly indeed. I must say that to-day I am somewhat surprised at the character of the evidence that has come before the Commission. I can only say that I am rather surprised that in the parish in which I was born there should be so many complaints of the Edwinsford Estate. I do not think that is the general impression in other parts of the county with regard to it.

40,300. I daresay there are two or three statements which have been made which you would like to rebut?—Yes, I should. I can only say that if I am responsible for the state of affairs that has been described this morning, I do not know how ever I can have been appointed to the posts I now hold.

40,301. There are some specific statements which, no doubt, you would like to speak to later. Then what have you to state about repairs and improvements?—So far as I can calculate, during my management of the Edwinsford estates, which dates from 1890, fully 10 per cent. of the gross rental has been expended in building, draining, allowances of lime to needy tenants, in addition to some 70*l.* to 80*l.* worth of gates and posts

Chairman—continued.

supplied to the tenants every year, on none of which has any interest been charged. On the Derllys Estate the amount has been equal to about 7½ per cent. of the gross rental. On the Cawdor estates this amount is as much as 18 per cent. on the gross rental.

40,302. I must trouble you with a question or two. I want to ask you with regard to this mill. I understood you to say that you let the mill and cottage to Mr. John Jones for 22*l.* 11*s.*?—That is so.

40,303. Is that in this agreement?—I believe it is, my Lord.

40,304. Will you just see if that is in the agreement?—I do not know whether it is separately specified here.

40,305. Is it in the agreement or is it not?—Yes, it is, my Lord.

40,306. Is the rent of it stated as 22*l.* 11*s.*?—No, the mill is put separately there. I think I can explain: I took my figures from the valuation on which the rent is fixed, which I can hand in.

40,307. But I understand from this that the numbers marked on the map from 50 to 106 are put in at the gross total of 287 acres, 1 rood, 30 perches?—Yes.

40,308. Where are the particulars of what this is let at. I think they are given altogether—"at a yearly rent of 183*l.*"?—Quite so; but this total of that letting is derived from the field-to-field valuation.

40,309. Which you produce?—Yes, which I produce, and taking out the fields, let with the mill, from the valuation the rent amounts to 22*l.* odd, whatever it is, 22*l.* 11*s.*, I think it is.

40,310. For the mill cottage and 6 acres?—Quite so.

40,311. What condition was that mill and cottage in at the time?—I am afraid I cannot answer that, because I was not there then. I fancy it was very poor; Mr. Long-Price declined to build it, and will be able to explain that later on.

40,312. Under the agreement you would expect the tenant to keep the mill and cottage, which were in a very poor condition, in substantial and tenantable repair, and you expect him to keep in substantial and tenantable repair all houses and buildings. Of course, that includes the mill?—Yes, but it is not done, and all repairs are done by us.

40,313. Then you let him the mill in a miserable condition, and expect him to hand it back in substantial repair to you?—No, I will not say that. I think I would sooner leave that question alone, because the agent who was here at the time can better explain it, because I did not let the farm.

40,314. Is the agent in the room who did let farm?—Yes, he will be giving evidence directly.

40,315. Then I want to ask you about the complaint as to rack-renting of small holdings by tenant farmers. Is there a great desire amongst the people in this neighbourhood for small holdings?—I do not think there is; I have not had application for small holdings.

Chairman—continued.

Small holdings are very much run after when they become vacant; but I have had no special application for small holdings upon any parts of the estate.

40,316. You have had no direct application for them?—No, not for small holdings.

40,317. Have the landlords done anything to meet the demand for small holdings?—I do not think they have. I do not think there is any demand for small holdings.

40,318. I thought you told us just now that there was?—No, my Lord, I think I said there was not. I have had no application for small holdings.

40,319. You have had no application for small holdings, but at the same time you know that the tenants let small holdings to people in the district?—Yes, I know that.

40,320. You complain of it as an evil, and you are aware that these small holdings are let at double and treble the rent that is paid by the tenant farmers?—Yes.

40,321. Have the landlords been aware of this?—Not till lately. I was not aware till lately, when I came to look into figures.

40,322. Have you thought it your duty to lay it before Lord Cawdor?—I was going to say that I do not know that they exist on the Cawdor Estate, but I am afraid they do now I come to think of it. I have not mentioned that subject to Lord Cawdor yet.

40,323. Have you thought it your duty to lay it before your brother?—I really do not know whether I have laid it before my brother or not. I have not to my recollection. I might have done so.

40,324. But you consider it is a great and crying evil in this part of the world?—I do.

40,325. It is an evil that men should have to go to other persons who rent land, and who rent it at what you consider an unfair rent?—Yes.

40,326. When you say that complaints have been made to you by the sub-tenants, have you been able to adjust matters satisfactorily?—I cannot say I have, because in the majority of these cases the cottages on these farms are originally let for the use of the labourer on the farm, and unless there is some clause in the agreement by which labourers on the farms are obliged to occupy those cottages at fixed rates, which is done in agreements on large estates in England, I do not see very well how the evil can be prevented.

40,327. When you tell us that on the Cawdor estate there are no agreements at all, do you consider that works well?—I think it has worked remarkably well. I am rather in favour of agreements myself, but I think it seems to have worked very well.

40,328. I suppose the rent is an old standing arrangement?—Quite so.

40,329. That goes on without the necessity for its being put in writing?—Yes.

40,330. Have you taken any steps to prevent sub-letting yourself?—No, I cannot say that I have, for the reason which I explained just now,

Chairman—continued.

that the cottages are on the farms really for the benefit of the labourers on the farms.

Mr. *Grove.*

40,331. Do you give a copy of the agreement to the tenants?—I should do so if I granted agreements, but I never have granted an agreement to my knowledge.

40,332. But complaints were made this morning that promises of copies had been made and that they have not been given?—I think Mr. Long-Price would answer you that question better than myself. I understand that at the time that agreements were signed the tenants never cared to take away a copy of an agreement, and they have been lying at the office ever since. Whenever a tenant has applied to me I have asked him to come to the office, and I have said that he can get the counterpart if he has not got it.

40,333. But do you not think it would be a reasonable thing if a tenant entered into a written agreement that he should have a copy given to him before he leaves the office free of cost?—I do; free of cost.

40,334. I think in one case a tenant said this morning that he had to pay 10*s.*?—No, he has never paid me 10*s.* nor anyone else.

40,335. Well, it might be to a solicitor?—It might be.

40,336. Still it is rather objectionable to make a charge?—Well, a charge is sometimes made for the *ad valorem* stamp. I think it is only fair to charge that if there is a stamp required.

40,337. Yes. I suppose the sub-lettings that you have mentioned to us are all accommodation land?—No, not accommodation land.

40,338. Of course, in some cases the rents are rather high?—They are part of the existing farms. They are accommodation land from the under-tenant's point of view possibly.

40,339. But there has been some reason why they were lifted up above the average ordinary lands round about, because they are of more service, I suppose?—I really cannot answer that question I am afraid.

40,340. Take the case now of the land attached to the mill here. You give us that instance, do you not, as being a sub-letting of —am I right in saying—84*s.* an acre—83*s.* 6*d.*, I think?—Yes.

40,341. It comes to something like that?—Yes.

40,342. That would be regarded as accommodation land, would it not, as distinct from ordinary farm land?—I should not specify it as accommodation land myself, because it is quite different to one's ordinary ideas of accommodation land, which is let field by field to some butcher, or somebody of that kind in the neighbourhood of towns.

40,343. Yes, but you give us the average lettings on your own land at, say, 18*s.* 9*d.*; that is the lowest figure you have given us the average?—On our own estate the average rents

Mr. *Grove*—continued.

are about 11*s.* In fact, if you take the farms, and take out the mills and cottages and things of very small acreage, the actual farms—say above 20 acres—would not come to more than 10*s.* an acre.

40,344. Well, suppose we take it at that. Can you explain why anyone is willing to give 84*s.* an acre for a piece, when the average rent of land is about 10*s.* an acre?—I cannot explain that.

40,345. Is it not because it is in the nature of accommodation land?—Partly so; you might call any farm accommodation land in those circumstances.

40,346. Quite right—in some particular piece. There has been some question of damage by Game. I think you were in the room this morning?—Yes, I was.

40,347. And you know that a claim was put in by Mr. John Jones of 60*l.* for damage?—I heard so, but it was never made to me. It was before my time.

40,348. It did not come before you personally?—No, it was before my time. There is only one claim for damage done by game that has come before me, with the exception of one which Mr. Davies, of Tynycwm, has alluded to. That claim was allowed to the satisfaction of the tenant.

40,349. Yes, it was?—That is the only claim I have had, with the exception of the one alluded to by Mr. Davies.

40,350. Then you say that the tenant in that other case was satisfied with the settlement of the game question?—Yes.

40,351. Does the game, or does it not, cause any unpleasant relations between landlord and tenant?—I should say, generally, certainly not. I think it is likely to in the neighbourhood of home covers where a considerable amount of game is reared, but otherwise I think it rather tends to create friendly feeling between landlord and tenant. That is my experience, because the tenants are glad to see you going over the land. I grant there is damage done by game in the neighbourhood of the home covers, and I do not see how it can be avoided. I am only too glad personally, to listen to any reasonable claim of that kind.

40,352. I suppose if you thought that the claim was reasonable, you would be prepared to settle it?—Most certainly.

40,353. But, of course, the difficulty is to arrive at a kind of thing that will satisfy both parties?—Yes.

40,354. You stated that in some cases the tenants have the game?—Yes, in many cases.

40,355. What is the effect; does it tend to destroy the game?—The effect generally is that they sub-let the game, rent it out.

40,356. They try to make a little out of it?—Yes.

40,357. Because of the bad times, I suppose?—I do not know why; I think it would go on if the times were good just as much.

40,358. We will put it down to that. Do you construct manure tanks at all for any of the

Mr *Grove*—continued.

tenants?—No, not at all in this county that I am aware of. I think they should be made.

40,359. With regard to dairies, do you consider that dairies are convenient and sanitary?—Many of the more modern built ones are very good in every respect. There are a great many on the older farms that are very, very far from good.

40,360. We have heard great complaints as to the making of butter not being what it ought to be?—Yes, it is one of the great worries of estate agents—repairs generally; it is my greatest worry.

40,361. Have there been any schools of the county council for dairy teaching round about this part of the country?—Yes.

40,362. Do you think the effect of them has been good?—Yes, I think it has.

40,363. Did you take a personal interest in them?—Yes, I did personally. I am rather a moveable person, and I could not attend to them in one particular district, but I attended them in the various districts.

40,364. Do you know any person who uses a separator?—I know of many on the Cawdor estate. I think there is one on this estate.

40,365. The only matter I want to touch upon now is railway rates. Could you turn to that memorandum of yours about railway rates and tell us exactly what you have to say on the subject. I do not mean with regard to preferential rates for foreign produce. Are the instances you propose to give with reference to foreign produce?—I had a few figures here showing the rates per ton at which the farm produce goes to London, say.

40,366. I should be glad if you could give us just one or two of those typical cases?—For instance, grain from here to London is charged at 21*s.* per ton.

Sir *John Llewelyn.*

40,367. Has it been increased—I cannot tell you. Those are the existing rates that I got from the railway station. Grain from America to London can be shipped at 2¼*d.* or 2½*d.* a bushel, which would be equal to about 6*s.* or 7*s.* per ton

Mr. *Grove.*

40,368. Yes, those are preferential rates. But do you think that the rate of 21*s.* from here to London is too dear?—Yes, I do.

40,369. You know it is based upon the tonnage of so many tons in a truck, and the mileage, those are the conditions?—Yes, I am aware of that. The rates of butter, cheese, and vegetables are all very high in my opinion. I think butter is 51*s.* per ton so far as I can gather.

40,370. Where from?—From this neighbourhood to London, from this county, we might say, to London. Cheese is about 42*s.* a ton, and vegetables 33*s.* 9*d.* Milk is 1½*d.* qer gallon.

40,371. You think in all cases they are excessive?—I think they are in all cases excessive.

Sir *John Llewelyn.*

40,372. Are you quoting London and North-Western or Great Western?—Great Western.

40,373. There is competition?—There would be competition in Carmarthen and Llandilo. Generally throughout Carmarthenshire there is competition.

Mr. *Grove.*

40,374. Have you got the Board of Trade book, which you can get for a shilling?—No, I have not.

40,375. That gives you all the information on the subject?—Yes, I should like to have it.

40,376. Generally speaking, do you consider that the local railway rates—when I say "local" I mean with regard to our own country and leaving out the question of preferential rates for foreign produce—are prejudicial to agriculture?—I think they are.

40,377. Do you think that the local farmers keep away from the railway and do more with their horses on purpose to try and save money?—Yes, I think they do. I think there would be greater opportunities for manure being used and produce going away if the rates were considerably lower. I think it would be beneficial to tenants. I have no doubt about it personally in my own mind.

40,378. Would you go so far as to say that in some cases a farmer would keep a horse or two horses extra on purpose to convey produce. The railway does not touch him perhaps close enough in this district for that?—No, I am sorry to say it does not.

40,379. That does apply in some parts. I have only one more question to ask you: you say that court leets are held?—Yes.

40,380. What is the legal notice for a court leet?—There is a warrant issued by the steward and it is fixed up in different public buildings in the manor, and the deputy steward comes round and summons the different jurymen to attend at each different place.

40,381. What notice would there be for that?—About a month.

Mr. *Seebohm.*

40,382. You were kind enough to put in these presentments. I suppose you put them in with reference to the statement which we had yesterday which I think was with regard to the fines on alienations and deaths and marriages which are complained of. Is that so?—I put them in as a matter of interest, perhaps with regard to yourself personally; I knew you were interested on the subject.

40,383. I see that the old ones which belong to the time of James the 1st seem to refer to the old Commott of Cidweli?—Yes.

40,384. Would that include the estates which you have under your management?—Yes, Lord Cawdor's estate.

Mr. *Seebohm*—continued.

40,385. I find mentioned there a fine of 10*s.* on alienation and 10*s.* on the marriage of a daughter of freeholders?—Yes.

40,386. You have had the records of these estates under your eyes. Could you tell us at all whether during the last 30 years there has been anything like an increase in the rentals of the estate of 34 per cent.?—No, I should say nothing approaching it.

40,387. Could you at all give us the actual per-centage of increase?—I think Mr. Long Price is going to hand in a statement from the year 1830.

40,388. Then I will leave that. There is only one other point I should like to mention, do you know whether any of the unions in your district have adopted the Act which provides for the inspection of dairies?—I do not think they have. I do not think there is a dairy inspector in any of the unions in this county that I am aware of.

40,389. Do you remember what the Act was. My recollection was that it had something to do with infectious diseases, and that power was given for inspection of dairies in cases where milk was sold?—I am afraid I cannot assist you on that point.

40,390. Do you think it would be a good thing that such a matter as that should be adopted?—I think anything that is likely to improve the management of the dairies would be an improvement. I think that would improve them—if the inspectors did their work properly; but my experience of local inspectors in the unions is that they do not do their work at all, or they have such an enormous district to attend to that it is impossible for any one man to do it.

40,391. I suppose as in other agricultural districts the fact is that farmers are upon the Board of Guardians and the Rural Sanitary Authority chiefly?—Yes, they are on the Board of Guardians and the Rural Sanitary Authority; they appoint the officers of the Rural Sanitary Authority.

40,392. And they being the body who would carry out these Acts there would not be much chance of their willingly adopting an Act which would give themselves much trouble, would they? No, that is the case. My experience of boards of guardians, which I sit upon regularly, is that very little work is done at all.

Mr. *Grove.*

40,393. You were kind enough to say that you had a list of manors which you would put in?—Yes.

40,394. We do not want you to read it, but could you hand in a list to be published?—Yes.

40,395. As a matter of history it will be very useful for us to have it?—Certainly.

Mr. *Richard Jones.*

40,396. You say you have had a special education at an Agricultural College. Was that at Cirencester?—Downton.

40,397. Are you a practical farmer?—No; I wish I were. I have no time for farming, otherwise I would be.

40,398. You would not know what to ask for a beast if you took it to market?—No; perhaps I should not exactly, unless I had been in the habit of going lately to the market to observe how the prices were ruling.

40,399. Do you think there would be an advantage to an agent if he held a little land?—I think it would be if he had time to attend to it, but the agents have plenty to do to attend to their estates now without that.

40,400. But it would be a qualification in an agent, would it not?—Yes; quite so. I think it would, but I think if he has had an agricultural education before, and if he takes an interest in it that that is a sufficient guarantee of his powers.

40,401. Is sheep farming carried on extensively in this neighbourhood?—Not in this particular neighbourhood; in the hill districts it is.

40,402. Do you think that it is good in the interests of sheep farming that grazing should be without stint?—I should say not, not if it is carried to any great extent, but I have never seen any ill effect caused by grazing without stint. It is nominally without stint, but actually the ground is not half grazed really because it is only grazed just in the neighbourhood of the brinking farms in my experience.

49,403. You know of no cases of over stocking?—No, I do not know of any. There may be some in the Black Mountain district. I have never seen any ill effects from it.

40,404. Yet it is possible that this might be abused?—Yes, it is quite possible that it might be abused.

40,405. You think that the number should be limited?—I think when the common is limited or the ground is limited that the sheep should be limited.

40,406. You are referring to hills?—Yes. I had in my mind the Black Mountains, which go for miles and miles the other side of Llandilo.

40,407. Are the boundaries of these mountains well defined now—the portions which are common?—There are no boundaries otherwise than the enclosures of the actual farms.

40,408. Are they the cause of any quarrels amongst the farmers?—Yes, there are occasional quarrels. I have not known cases here.

40,409. You have nothing to suggest, I suppose, to meet a case of that kind?—No, I do not think there is any particular suggestion that I could make on that account because I do not think quarrels are any more frequent over sheep than anything else.

40,410. But you want to reduce the number of quarrels upon everything?—Quite so. Unless we had a board to arrange quarrels generally I do not know that we could have a special one for sheep.

Mr. *Richard Jones*—continued.

40,411. You say that bankrupts are usually retained and allowed to let out their grazing lands as an assistance. Do you frequently have bankrupts on a lease?—No, not many. There have been one or two in my day, but they are from causes other than agricultural depression. The last was a tenant on the Derllys estate below Carmarthen who became bankrupt.

40,412. Is it owing to farming with insufficient capital or to incompetence?—In that case it was owing to his having gone utterly to the bad and having taken to drink, and being convicted several times in the Carmarthen Police Court. That was the cause of that. I kept him on specially on account of his wife and children.

40,413. But you would not keep him on to conclude his year of tenancy?—I would not keep him on personally a day if I could help it, and he has misused the favours I have given him very much since.

40,414. But you did not keep him on to complete it?—Yes, I kept him on continually. At the time he went bankrupt his brothers came forward, and I allowed a special arrangement, which I very much disapprove of, that a certain amount of the grazing land should be let out. They let out about 35 or 40 acres of grazing land, which was rented at 14*l.* for the season.

40,415. You did that out of consideration for his family?—Yes, for the wife and family.

40,416. You heard, probably, what Mr. John Jones said, namely, that he has never had any allowance for carriage of timber, and you say in your evidence that compensation is paid in case of damage done by timber?—Yes.

40,417. Could you supply the Commission with the number of instances in which compensation has been paid, because we get nothing definite all the time? The tenants say that there is no compensation paid, and the landlords or their agents say that there is something paid. We want to have something definite?—Quite so. There has been no timber hauled during my management of the Edwinsford Estate, and therefore there has been no compensation ever paid. With regard to the Cawdor Estate I would be very glad to submit a list of the amounts of compensation that have been paid. I have paid a great deal of compensation in the neighbourhood of Newcastle Emlyn, not for timber hauling but for railway damage and severance.

40,418. We would like it more particularly with respect to timber cutting?—I am afraid I have not brought particulars with me to-day. I would be very glad to furnish them.

40,419. Thank you, if you would kindly send them in. Do you charge the tenant for a copy of the agreement?—No, I have never made a charge because I have not got an agreement. I should not make a charge if I did.

40,420. When an agreement is supplied to a tenant do you make a charge?—I say I have never made an agreement with a tenant, but if I did so I should not charge him. I have not considered the question, but if I did charge it would be only for the value of the stamp.

Mr. *Richard Jones*—continued.

40,421. You say that tenants with insufficient capital are often accepted?—Yes, that is so.

40,422. Why do you accept tenants with insufficient capital?—Because there is no tenant in the whole of this neighbourhood who has got any capital at all, hardly when originally starting. Most of the tenants as a rule on these small Welsh farms have their capital supplied by their fathers and mothers when they start farming. There are very few of them with any amount of capital at starting.

40,423. Then we are to take that as evidence that really farmers are doing badly?—They are undoubtedly.

40,424. And have been for years?—Yes, they have been during this agricultural depression certainly.

40,425. What is the extent of your authority in the adjustment of rents on these estates that you are connected with?—My authority is unlimited in that respect.

40,426. And also as to the amount of the abatements?—I advise and discuss the amount of abatements with the landlord.

40,427. Do you consider, according to the rents which are in existence on the different estates that you are connected with, that some are treated more liberally than others?—Some are treated more liberally by the fact of some having cheaper farms and others dearer, and it is always likely to be so unless farms are revalued every 10 or 12 years, because it entirely depends upon the individuality of the tenant as to what the value of the farm is, in my opinion.

40,428. Does it not occur sometimes that the man in the cheapest farm gets the most liberal abatement?—He gets the same abatement as the other. It is more liberal in his case if he has a cheap farm.

40,429. You say tithes and income tax are paid by the owner, but the tithe is recovered by the landlord from the tenant?—Yes, quite so, unless in case of allowance being made, and allowance has been made in some cases.

40,430. They have been allowed instead of abatement?—Quite so.

40,431. You think that the tenants are rather incapable, as I gather from your reply?—No, I do not think I said that.

40,432. You say that cultivation is very poor?—Yes, I think the cultivation is very poor.

40,433. Is it from incompetence or want of capital?—I do not think it is from incompetence. I think they could do it if they liked to do it.

40,434. Are they lazy?—I think they are sometimes. They have not sufficient capital; they have not got sufficient labour on the farms to cultivate them properly. I said before, in my evidence-in-chief, that I did not think tenant farmers were lazy, and I thought they worked hard and their wives also. *See* 42,98

40,435. What inference do you draw from the fact that tenant farmers have not sufficient labour on the farm?—In what particular way do you mean?

Mr. *Richard Jones*—continued.

40,436. That insufficient labour is employed on the farm?—My inference is that cultivation suffers in consequence.

40,437. Does it not strike you that really the tenant cannot employ sufficient labour because the results are not quick enough; they want to get quick returns, and it would take some time for the labour that is employed on a farm to work itself out in order to get the return?—Yes, if they had more labour they would get a quicker return.

40,438. It could not come at once. You see they save the labour bill in order to pay the rent?—Yes, and the return is larger every year the more thoroughly the farm is cultivated.

40,439. But in course of years you would bring up the returns, but they have to keep down expenses in order to meet the present payments?—Quite so. But then their profits are proportionately less all the time as well. Although they have less expenditure they have less produce.

40,440. I think you told Lord Carrington that no assistance was given by the landlord to lay down permanent grass?—That is so, as a rule. I have never had an application, and I have never given any assistance with that object. In fact, during the time I have been agent not so much land has been laid down. It had been laid down previous to that.

40,441. You know, of course, that it is a costly process?—I do if it is properly carried out.

40,442. We found that in Monmouthshire one of the landlords who appeared before us not only supplied the seeds but he returned a part of the rent on the land that was laid down in permanent grass?—We should be very glad to do the same if it were possible, I am sure.

40,443. Do you think the Agricultural Holdings Act is satisfactory?—I think the theory of it is satisfactory. I think the difficulty lies in the application of its provisions and the expenses of its procedure.

40,444. The procedure is cumbersome?—Yes, I think it is.

40,445. Are there any amendments which you can suggest in the schedules?—I think all the schedules cover most of the improvements pretty nearly. I think they might be profitably extended.

40,446. Extended?—Yes, extended, I think, and made more generally applicable to different classes of farming.

40,447. Do you know that under the third schedule there was no provision made for compensation for corn that is grown on the farm and consumed on the farm?—I believe that is so.

40,448. You think it ought to be extended to include that?—No, I do not think it ought; I think the produce that is made on the farm ought to belong to the farm.

40,449. You say the tenant has liberty to sell the corn if he chooses. It is not the same as hay or straw?—Yes, he has liberty to sell grain.

Mr. *Richard Jones*—continued.

40,450. Do you not think that if he consumes it on the farm he should be compensated for it?—If he did not consume the corn, and if he sold it, he would have to buy something else to consume on the farm.

40,451. But I do not think the manurial value would be equal to the price that he made by selling it, that is, at the price that corn sells for now?—It depends on what class of food he bought.

40,452. That is your opinion?—Yes, that is my opinion. I think he might buy certain feeding stuffs of far greater value than that of corn.

40,453. Have you had any applications under the first schedule of the Act?—I have never had an application under the Agricultural Holdings Act at all.

40,454. So that practically it is inoperative?—Quite so.

40,455. What is the custom with respect to sheep upon a change of tenancy. You probably heard the evidence yesterday at Llandovery?—Do you mean hill sheep?

49,456. Yes, hill sheep?—They are taken over upon a valuation by the incoming tenant.

40,457. What is the price that is paid, as a rule—how much over the market value of the sheep?—About 1*s.* 6*d.* up to 2*s.* 6*d.*, or something of that sort.

40,458. The witness told us at Llandovery that it was about 6*s.* a head?—I should say from 1*s.* 6*d.* to 2*s.* 6*d.*

40,459. I thought 6*s.* was rather a high price?—Yes, I should say it was.

40,460. Do you think it is a good plan for the tenant farmer to let the cottages on the farm?—I think it is a good plan to let the cottages which are let with the farm; that is the object for which they are rented by the farmer.

40,461. Who does the repairs for the farmers?—In cases of thatching it devolves upon the tenants, but otherwise the landlords keep up all the buildings generally upon the estate, the cottages as well.

40,462. Do you not think it is a great burthen on a tenant farmer now to keep up thatched cottages?—Yes, I think it is.

40,463. It is high time to do away with that?—Yes, I think it is; I think it is high time to do away with thatch altogether. It takes a great deal from the land, but then all those things must be gradual. With regard to this question of repairs nobody deplores the bad state of some of the farms on this estate more than I do, but it is absolutely impossible for any man living to put them right all at once.

40,464. It seems to me that you have been rather backward in coming forward with regard to this question in Carmarthenshire. There is a great deal of thatch to be seen here?—Yes, there is, but you must remember the holdings are very small, and the cost of the buildings is very great. If you put a fair rate of interest

Mr. *Richard Jones*—continued.

on the value of the buildings on this estate, I estimate it at 4,500*l.*, which is three-quarters of the rental.

Mr. *Grove.*

40,465. When you say a fair rate of interest, may we ask what you mean—4 per cent. or 4½?—5 per cent. In fact, 6 per cent. is the usual rate of interest on buildings in towns.

Mr. *Seebohm.*

40,466. Would you object to thatch, except because of the high price of straw?—I object to thatch on the principle that it robs the land of what ought to go back to it. I should like to see every thatched roof in the country done away with, and I hope it will be in the course of time.

Mr. *Richard Jones.*

40,467. Do you consider your brother's estate to be in a fair condition, so far as buildings are concerned?—Yes, I should say fair; I think it is certainly fair. There are a great many excellent buildings, and a great many bad ones, but I call it generally in fair order. I think you will find it will compare favourably with many, and it is equal to the average.

Sir *John Llewelyn.*

40,468. I suppose you are doing some repairs every year all over the estate?—Yes, every year. We are spending some 20 per cent. of our rental every year.

40,469. There are two answers which you gave which I thought were not consistent. Is it your opinion that the tenants work hard?—It is my opinion that they work very hard.

40,470. I thought it was misunderstood, but what you consider is that they want more labour upon the land?—Yes, I think they want more labour upon the land.

40,471. Is the reason that they do not apply that because they cannot afford it?—Partly that and partly the scarcity of labour, and the high price of it. I should like to see a great deal more labourers on the land here.

Mr. *Richard Jones.*

40,472. I will ask you one question with regard to this Rhyglin Farm. Do you know it?—Yes.

40,473. Mr. Thomas Davies told us that when the tenant applied for a reduction he got a notice to quit. Do you know anything about that?—I never had any application for a reduction that I am aware of. I do not remember it at all. A notice was served in this case solely on account of his getting into arrears with his rent, and ruining an excellent farm which he entered in first-rate heart. That was told him at the time. My brother advised giving it as a protest upon the way in which the farm was being run out and badly managed. The drains were all choked up and the fences were coming down, and it was really in a disgraceful state.

Mr. *Richard Jones*—continued.

40,474. How long had he been on the place?—I cannot say exactly, but it is something like five or six years.

40,475. What was the rent he paid?—93*l.*

40,476. What is it let at now?—That is the rent it is let at now.

40,477. What is the rent that the former tenant paid?—I think it was the same. He has not quitted the farm. The notice has been withdrawn.

40,478. The notice has been withdrawn?—The notice has been withdrawn.

40,479. You did not give him that notice in order to frighten other tenants from making application for a reduction?—No. He never had made an application for a reduction, as I have just said, that I am aware of. I do not remember it. I have told you my reason, and that was the sole reason.

40,480. Do you know anything about this case where the alder tree was cut to prop the house?—No, I do not know anything about it at all. I never heard of it until to-day. I know the farmer and the farm very well. The farmer is an excellent fellow, and a very contented and industrious man. I never heard of such a thing in my life; it may be true, or it may not; it happened many years ago if it has happened, I believe, but I know nothing about it, nor have I ever heard of such a case even.

Mr. *Grove.*

40,481. I suppose when there is depression, the hedges and ditches would be about the first thing to be neglected on a farm?—I think that is so, certainly.

Chairman.

40,482. The following questions are put in by Mr. Thomas Rees, of Glanyrafonddu-ganol: "Do "you know the number of fields belonging to "Penrheolwen?"—Yes.

40,483. "And do you know the acreage?"—Yes, I do.

40,484. "Have you personally visited these fields?"—Some of them, I have.

40,485. "Have these sub-tenants been com-"plaining to you often?"—No, not often.

40,486. "How many years is it since these "cottages have been let out as accommodation "land to labourers?"—I cannot say. I do not know.

40,487. "Do you know who built the house "and out-houses at Penrhiwgeingen?"—I think it should be Troedrhywgeingen. I do not know.

40,488. The following questions are handed in by Mr. Thomas Davies: "What reason do you "assign for refusing a farm to the daughter of "Mr. John Jones, Penlan?"—My brother thought it inadvisable to give the farm for certain reasons which I do not know that it would be necessary for me to specify here to-day. I can hand them up, but I would rather not state the reason. I

Chairman—continued.

should be glad to hand it up in writing to the Commissioners.

40,489. "Is it a fact that you have told the "tenant of Dolaugleision not to give the children "any compensation, as in another 12 months he "would get in without paying anything?"—No, it is a falsehood altogether.

40,490. "What is the reason that you gave "Mr. John Morgan, Rhyglyn, notice to quit?' —I have just explained that.

40,491. Yes, that has been explained. "Are "you aware that it was stated to Mr. John "Jones, Penlan, when he took the farm, that he "was to receive so much from the five cottages "and to keep them properly thatched?"—No, I was not aware of that.

40,492. "Are you aware that the occupiers of "cottages sub-let by some of your tenants, "receive kindnesses in the way of carrying their "coal, hay, &c., from those tenants?"—Possibly they do occasionally; they do not enjoy the benefit of the reductions that the tenants get, I know, as a rule.

40,493. "Can you name half-a-dozen farms on "the Edwinsford Estate that have buildings "which meet the requirements of the day?"—Yes, I could; several dozens.

Mr. *Richard Jones.*

40,494. That is to say, for instance, suitable for dairy purposes?—Quite so. Well, it depends upon what class of dairy purposes. For the dairying that is done in the district I could name more than half-a-dozen.

40,495. Places that will keep milk without turning sour?—Quite so.

Chairman.

40,496. Mr. Thomas Davies continued. "Is "it not a fact that the rent of the mill let to "Mr. John Jones is based not upon the value "of the land, but on the profits of the mill?"—The mill is fixed at one rent and the land is fixed at an agricultural value. They are separately apportioned.

Chairman—continued.

40,497. "Further, are you aware that repairs "to the extent of 9*l.* have been done on the "mill of which only one half has been allowed?" —No, I was not aware of that. I know I allowed something at the last rent audit, or the one before—some bill that was brought in in respect of repairs there. I forget the amount.

40,498. "In what way did you give your "personal support to the County Dairy Schools?" —By my attendance.

40,499. Mr. Thomas Davies continued: "You "are aware that I have a cream separator." Are you aware that he has a cream separator?—I believe so.

40,500. "Is it a fact that you refused me a "block of oak to place the separator on for steady "working?"—No.

Mr. *Richard Jones.*

40,501. Did he ever apply?—He never applied to me.

Chairman.

40,502. Mr. Thomas Davies continued: "Are "you aware that I spent 32*l.* in artificial manure as the result of Professor Parry's lecture with a view to more efficient farming"?—No.

40,503. The following questions are handed in by Mr. J. E. Vincent: "Have the farmers in "this district any reason to be afraid to come "forward?"—No, certainly not.

40,504. "Do you personally believe that they "are afraid?"—No, I do not.

40,505. "Is it not the fact that we have considered the question whether landowners should give their permission to tenants to come forward?"—Yes.

40,506. "And that we decided we should be "misconstrued if we did give permission?"—Yes. I was at one time thinking of issuing a notice here, and I discussed the matter with Mr. Vincent. He said no: that my action would probably be misconstrued if I did.

40,507. "Have you not made a calculation "with regard to this rent of Tanlan which you "wish to show to the Commission?"—Yes. (*The witness handed in the following statement:*)

Farm and Parish.	Acreage.	Rent as per 1862 Valuation.	Equal to Rent per Acre.	Rent in 1894.	Rent per Acre.	Expenditure on New Homestead in 1878.	Interest thereon at 5 per cent.	Interest equal to per Acre.	Nett Decrease per Acre in 1894 over 1862 Valuation.	Remarks.
	A. R. P.	£ s. d.	s. d.	£ s. d.	s. d.	£	£ s. d.	s. d.	s. d.	
Tanlan and Bertwn (St. Ishmael's, Carmarthen).	263 2 37	395 0 0	30 10	445 0 0	33 9	3,000	150 0 0	11 6	7 9	Original buildings valued in 1862 have been converted into cottages, and are maintained together with the new ones by the landlord.

Chairman—continued.

40,508. The following questions are handed in by Mr. Llewelyn Williams: "Is the number "of heavily mortgaged freeholds great in your "district?"—I do not know.

40,509. "Do you think that the desire for "security of tenure accounts for the fact, in "some degree, that farmers are willing to pay "too much for their holdings?" That is in the case of freehold tenures?—I do not follow that question.

40,510. "Do you think that the desire for "security of tenure"—the desire to obtain a home—"accounts for the fact, in some degree, "that farmers are willing to pay too much for "their holdings"—freeholds?—Yes, I think that is so in some degree.

40,511. "Since quit rents, fines on admittance, "and heriots are seldom, if ever, demanded, do "you think it would make a great difference if "these old-fashioned payments were abolished?" —No, I do not think it would.

40,512. "Do you think that a tenant from year "to year feels that he is so secure as a leaseholder "or a freeholder?"—I think on most of our estates it is so certainly. Undoubtedly it is on the Cawdor Estate, and I have had every reason to believe it was so on the Edwinsford Estate too.

40,513. "And that he is as ready to make the "best of his holding, by spending money and "labour in improving it?"—I should say so. I do not believe there would be that much difference if there was fixity of tenure by law, or that there would be much improvement in the condition of agriculture itself. One does not gather that from the state of small freeholds at any rate.

40,514. "In your evidence you have said that "bankrupts are usually retained, and that "tenants with insufficient capital are often "accepted. Do you think that the state of the "law, which makes the landlord first creditor "on a bankrupt's estate, tends to make land-"lords at all careless as to the financial position "of their tenants?"—No, I do not think it does so. We have a very small preferential claim now under our bankruptcy laws.

40,515. "If the penalising clauses in the "agreement are never enforced, what is the "good of retaining them?"—In case of a bad tenant leaving a farm, I think there ought to be penalising clauses, but I think the ones we heard of yesterday at Llandovery were excessive. I think there ought to be a penalty of 10*l.* an acre for pasture land that is cut up; in fact, I know of a case in Dorsetshire where a farmer cut up grass land and laid it down to potatoes, and made about 6*l.* an acre after paying the 10*l.* penalty.

Mr. *Richard Jones.*

40,516. But that man would be governed by the custom of the country wherever there is a custom, would he not?—He would be governed by the agreement wherever there is an agreement.

Mr. *Richard Jones*—continued.

40,517. But in case there is no agreement?—There is no custom. They are only prevented by an injunction.

40,518. You have no difficulty of that kind on Lord Cawdor's estate, where there is no agreement?—No, I do not have any difficulty.

Chairman.

40,519. Mr. Llewelyn Williams continued: "Who appoints the valuer who fixes the rent "per acre on the estate"?—The landlord.

40,520. "You say that rents are higher in "proportion on smaller farms than on larger. "Is this to some extent caused by the fact that "less capital being needed to stock them, there "are more farmers who are ready to take "them?"—No, the fact is on account of larger expenditure on the part of the landlord in buildings on a small area.

40,521. "You say that a slight increase was "the result of the valuation in 1879. Was "not the general prosperity on the wane in "1879, and was it not necessary to make "abatements of 10 per cent. and 20 per cent. "in the next year?"—In 1879 abatements were made.

40,522. "Does not this seem to show that the "valuation of 1878 was unfair to the tenants?" —No, I do not think so.

40,523. "Who was the valuer, and by whom was he appointed?"—Mr. Long Price; and he was appointed by the landlord.

40,524. "Is not the land tax a landlord's tax?"—Yes, in the first instance it is a landlord's tax.

40,525. "And is it not unfair to ask the "tenant to pay it in advance?"—Not more so than ordinary rates, I think.

40,526. "You say that tenants sub-let at an "enhanced price. Do you not think that in "some cases tenants are compelled to do this, "because their rents are exorbitant, and they "have to get others to help them to pay them?" —No, I do not think that.

40,527. "You say that large occupiers suffer "most from the depression. Is not this because "they have to pay for labour, while the smaller "farmers do all the labour themselves, and with "the help of their children?"—No, I think I gave my reason, because there was more capital employed partially in labour.

40,528. "Are the rents paid to a great extent by selling butter?"—To a great extent, in certain times of the year.

40,529. "Do the landlords do everything that "can be expected of them, to help to encourage "their tenants by building good dairies?"—I think in so far as they can. There is a great difficulty in these small holdings, and no one has any idea of the amount of building that is required

Mr. Seebohm.

40,530. Could you give us the number of holdings on your three estates?—I am afraid I could not give the number on the three. I should think they would come into some thousands.

40,531. Can you give me the number on one of them?—I could on the Edwinsford estate, the number of holdings is 156.

Chairman.

40,532. These questions are also by Mr. Llewelyn Williams: "You say compensation "is obtainable by understanding. In case of "dispute, do you think the tenant is suffi- "ciently protected?"—Well, he can protect himself in case of dispute.

40,533. "You say the depression only com- "menced in 1885. How, then, was it necessary "to grant abatements in 1879 on the Edwins- "ford estate?"—That was another depression which I did not go far enough back for.

40,534. "You say that claims for damage by "game are very rare. Is this rarity caused, "firstly, by the fact that they are thought to "be distasteful to the game owner." Do you agree with that?—No, I do not think that is so.

40,535. "And secondly, by the fact that "tenants who have claimed 60*l.* have only "received 5*l.*?"—No, I do not think it is.

40,536. "And that others have been unable "to agree with the landlord as to the amount "of compensation?"—No, I do not think that is so. I am very much in sympathy with regard to damage done by game, and am always ready to listen to anything that is fair.

40,537. "You say that yearly tenants are "better off than men who have purchased their "holdings." Did you say that?—Yes, I think I did.

40,538. "Is not that due to the fact that "farmers have been so anxious to be secure in "their holdings that they have bought them at "too high a price with borrowed money?"—In some cases, but in some cases they have got it at a very fair price indeed, I know.

40,539. "You say that children's labour assists "in paying rent on some farms. Does not that "prove that the rent on those farms is too "high?"—Not necessarily.

40,540. "You say gardens of cottages are not "cultivated." Is that so?—Not well cultivated. They are set down in potatoes; they have not much interest in horticulture at all.

40,541. "Is not that due to the fact that "labourers have to work such long hours that "they are too tired on their return home to do "some gardening?"—That may be so, but I think it is from lack of interest in horticulture that is general through Wales, so far as my experience goes.

40,542–3. "Did you say at a public meeting "some time ago that you know many farmers "so situated that if they sold all, they would "not have enough to clear their debts?"—No, I never said that at any public meeting, or anywhere else.

Chairman—continued.

40,544. "How do you make up the rents of "the two Groes upon Ynysau Farm?"—I make them up individually. There is one cottage and garden in one instance, and there is a cottage and garden and a few acres of land in the other.

40,545. "Who lets the Castell and Glanrhyd, "small holdings in Cayo parish?"—The landlord.

40,546. "How much is the rent of Castell and "Glanrhyd—how much per acre, and how "does it compare with the rent of the Groes?" —Castell is 9 acres 3 roods and 14 perches, and the annual rent is 16*l.* Glanrhyd is in extent 7 acres 0 roods, 8 perches and the annual rent is 12*l.*

40,547. "Do you know that there is no pig- "sty or carthouse on the farm of Cilwr, Talley?" —I thought there was a pigstye. I will not be quite sure.

40,548. "How long did the tenant stay there?"—At Cilwr.

40,549. Yes?—He has been there since I remember—his family.

40,550. "Do you know that the same man, "when taken ill at Cwmglawganol, was obliged "to lie in a room in which there was no fire- "place?"—I was not aware of it, and do not believe it.

40,551. "Do you know that the rents on the "Cayo portion of the Edwinsford estate have "been advanced over 20 per cent. during the "last 30 or 40 years?"—No.

Mr. *Grove.*

40,552. You wish to mention the evidence of Mr. Thomas Davies?—Yes, I wanted to refer to that.

40,553. You are going to explain it?—Yes.

Mr. *Richard Jones.*

40,554. I will just ask a question before you go to that. You say that the land tax is a landlord's tax, but it is paid by the tenant?—It is a landlord's tax, but it is paid by the tenant. You might say that all taxes are landlords' taxes. Really they are first charges on the land.

40,555. If really the burthens are on the landlord's shoulders, would there be any objection to place them directly on the shoulders that bear them?—No, I think there might be a case of abatement made in that respect. It is a smallish item.

40,556. Owing to the increase in the rating on taking the farm?—An increase in the rating?

40,557. Yes, in the rates?—I do not understand your question.

40,558. We will say that a tenant has taken a farm 20 years ago?—Yes.

40,559. He has taken it subject to the payment of the rates upon it?—Quite so.

40,560. Since 1870 the position of things has changed?—I think I follow you now. Yes, the rates have increased, and you think it would be

Mr. *Richard Jones*—continued.

fair for the land tax to be given in relief of that?

40,561. Yes, they increase and fall on their shoulders?—Yes, I think that might be reasonable.

40,562. You think it is reasonable?—Exactly.

40,563. You have pleaded the inability of the landlord to carry out these repairs that have been suggested?—I have pleaded the inability to do so at once.

40,564. Has Sir James Drummond in any way reduced his establishment in order to try to meet cases of this kind?—I do not know; in point of fact his establishment is rather increased because he has married and has got a family now, so that I do not think I can say that his establishment has decreased.

Chairman.

40,565. Is there anything more you wish to state?—I should like to refer to Mr. Thomas Davies' evidence, of Tynycwm. He made some untruthful allegations against Sir James. With reference to the field that was taken away from him, I would like to explain that this field is a part of the home farm which was occupied by the tenant of a farm named Pantiauau in this parish. He left the field at Michaelmas, 1891, Sir James intending to retain it himself at that time. Davies, however, came daily to Sir James and myself to ask for it, but it was constantly refused. He was so persistent, however, that Sir James finally gave in, and allowed him to take it for one year certain at a rent of 40*l.* At Christmas, however, he begged to keep the field on, and though Sir James wished to keep it, he finally again gave in, and allowed him to retain it for one more year, *i.e.*, to Christmas 1893, when Sir James took it in hand, solely and entirely on account of the very large extra amount of stock in Edwinsford home farm. There is no other reason whatever, and it is unfair to suggest any other reason.

See 39,742.

40,566. You quite repudiate, on behalf of your brother, that it was taken away on account of his suggesting giving evidence before the Commission?—Yes, I do most emphatically repudiate it. Then with regard to Sir James' alleged conversation with Davies and his father, I do not know whether it is necessary to get Sir James down from Scotland purposely to go into these questions, or whether you think it of sufficient importance. Personally I was not present, and I do not know what was said between the two parties, but I know he would be very glad to give an explanation of it if he said so.

Then going into the matter of the alleged fear of the tenants to come forward and give evidence, I think from what you have heard today that that can hardly be substantiated. However, I would like to give you the following statement on the matter:—Neither Sir James nor I have in any kind of way induced tenants to keep from giving evidence. On the contrary, at the two last rent audit dinners at Talley, at Caio, I expressed in most clear language on behalf of my brother and myself our wishes that as many of the tenants as possibly could would attend to give evidence. More we could not do, or I should have done it. Then with regard to the agreement, Mr. Davies alleged that he is unable to get a counterpart of his agreement. I was not aware at the time when he applied for it that he had not got it in the usual course when he took the farm, which he did before my day. However, I wrote to him, as my letters will prove (they have been handed in), to say that my clerk had instructions to give him a copy whenever he called, and I believe he did not call, and he did not therefore get it.

Chairman—continued.

Sir *John Llewelyn.*

40,567. He told us, in answer to a question, that he had signed two copies?—Yes, one I believe, the agreement, and the other the counterpart.

40,568. Are they both in your possession?—I am not really sure whether they are or not. There are a lot of agreements in the office, and I cannot remember them without referring.

Mr. *Grove.*

40,569. Why should the counterpart be retained at the office?—There is no reason, I do not know why. I presume the tenant at the time did not want to take it. I would be only too glad to get rid of them, because I do not want to keep any more papers than I can help.

Then I have made an explanation about the game, that I had only once had a claim for damage by game on the Edwinsford Estate, which I allowed to the satisfaction of the tenant. The only second claim I had was the one that Mr. Davies and I are at loggerheads at the present time about. I think my letters will prove that I am perfectly prepared to accept any one who is unprejudiced in the matter, but in cases of this kind I have never heard of any other tribunal than that which I suggested. Had the claim been within double of the value of the damage I was quite prepared to meet it, but in my opinion it is 10 times the value.

See 39,746, 40,109.

You, gentlemen, have been invited to inspect a mill in this village, a disgraceful hovel, I am ready regretfully to allow. Might I ask you to inspect the situation of the field in which the wheat was grown. The first notice of this damage was given me on the 1st August last. The damage by pheasants, if such damage was caused by pheasants at all, I presume, was done at seed time the previous October. I should like to ask why was no notice given me sooner. On the 4th August I inspected the field carefully. Adjoining the warren wall for some 10 yards down the crop was thin and the soil still thinner. It is within three inches of the rock. A more unsuitable soil for a deep-rooted plant like wheat I cannot conceive. On two hedges of the field

Mr. *Grove*—continued.

the rabbits were very numerous, and running about through the corn at the time of my visit. Under 600 pheasants were reared, not 1,000 as stated; and the claim is higher than the whole feed bill for the season for the same pheasants. The field is six acres. Under favourable circumstances this would not yield more than 20 bushels an acre and 20 cwt. of straw.

I may say I had a conversation with Professor Parry coming down in the train the other day, and he considered my estimate of the produce of grain and straw per acre in this country was very high. If you put 4*l.* an acre for the value of the grain, and 50*s.* for the value of the straw, it would not come to more than 6*l.* 10*s.* an acre, or about 37*l.* if there was no crop on the field at all.

With regard to the repairs at Tynycwm, you heard the valuation of the haulage, which is a very high figure, and I think perhaps, gentlemen, this will give you an idea of the amount of money laid out by the landlord here. It is one of the best and most convenient holdings on the estate, in my opinion.

Then a complaint was made as regards the rent of a farm called Cilwennau Uchaf, in this parish, the extent of the farm being 499 acres, 3 roods, and 39 perches (or 1 perch under 500 acres), and the rent 130*l.*, or 5*s.* 2*d.* an acre. I cannot give more information than this, but Mr. Long Price can explain further. I think the above figures would explain the alleged high rent of the farm.

Then there is mention made of a notice at Penlanfawr, I never heard of this. There are several other items which I could not get down quick enough to reply to.

Chairman.

40,570. There is one question which has been handed in by Mr. Thomas Davies: "Is it not a "fact that I sent word to Sir James Drummond "when the damage was actually being done?" That refers to the game?—Quite so. I never heard of it. The first I heard of it was on the 1st of August.

Mr. *Seebohm.*

40,571. Was that while the crop was standing?—The crop was standing on the 1st of August; it was just about ripe then.

Chairman.

40,572. The following questions are handed in by Mr. Llewelyn Williams: "Is it not a fact "that a business man, when making a claim, "invariably asks for more than he is willing to "receive?"—I think that is the case from my experience of Mr. Thomas Davies.

40,573. "As Mr. Davies and you cannot agree "as to the amount of compensation, do not you "think it would be only fair and reasonable to "leave the compensation to be assessed by two

Chairman—continued.

"arbitrators?"—My only reason for not agreeing to that is, that as I explained to him he would appoint a prejudiced man of his own opinions, and I should probably have to appoint a man of the same sort on my side, and the matter will never get any further. I am quite prepared to take any unprejudiced man that he or I like to name, or that can be arranged, but I will not have a person to settle it from the immediate neighbourhood here; it is not fair to me.

40,574. You will not agree to the compensation being assessed by two arbitrators, one for you and another for the tenant?—I am prepared to accept that, but I do not think it would be of any use; in fact, I do not see, considering the time when the claim was made, how it is practicable to value it now. As I said, there were a lot of rabbits in the field, and it is impossible to estimate what damage was due to rabbits, what was due to pheasants, and what was due to crows and pigeons. I am quite prepared, and I am only too glad, to give full compensation for every damage done by game; I have every sympathy with damage done to the tenants by game. I would like just to refer to a letter with regard to the field that Mr. Davies has been mentioning. I think I have explained it pretty fully, but I might read this. This was a pasture field which was let at 40*l.* a year, and which he complained of being taken away from him, and he rather intimated that it was due to his coming forward to give evidence. I think I have explained the whole matter already, but I would like to read this letter just to show that there was no ill-feeling from our point of view at all:—

"To Mr. Thomas Davies, Tynycwm,
"Llansawel.

"Dear Sir, "28th December 1893.

"Referring to my letter to you of the 1st instant, a copy of which I enclose, I beg to say that if there is still any bite of grass on Caerhenfaes that you wish to feed off I shall be glad to let you stock it for another fortnight, that is, up to the 14th proximo, free of any additional charge. Please let me know if you would like to do so.

"Yours truly,
"D. W. Drummond."

40,575. That is written by yourself?—Yes.

40,576. Have you anything more to say?—I did wish to say a few words about the Cawdor Estate. There were some allegations made, which I do not think were very important, at Llanelly on Monday by Mr. Richard William Stephens, Coedybrain, Llandefeilog, that the custom on Lord Cawdor's Estate is for the landlord to do the repairs. Mr. Stephens made some rather serious allegations in the personal portion of his evidence, but I rather think they were corrected in cross examination. The point that I wish to deny is that the custom on Lord Cawdor's Estate is for the landlord to do repairs, and for the tenant

See 36,675.

Chairman—continued.

to be compelled to pay interest. That is not the case. With respect to interest charged on buildings upon the Cawdor Estate I have to state that no such charge is ever made on any outlay of this kind other than (but only occasionally) additional buildings for special purposes asked for over and above those necessary to and originally let with the farm.

See 36,811.

The man Stephens lives some miles from the estate proper and there are only some three scattered farms within a radius of four or five miles of his district. The principal farm here is one on which a very large expenditure has been laid out, and from the figures which I beg to submit herewith it will be shown that a large additional rent being added to the farm, it has practically been reduced at the rate of 7*s.* 9*d.* per annum from the rent of 30 years ago, as far as regards the landlord's interest in it.

The second farm in this witness's district is one on which I have had an application to erect a range of boxes and stalls for hunters, of which the tenant makes a particular hobby and sells to English fox hunters at fancy prices. I replied that as there was already more than a sufficient supply of excellent buildings for the requirements of the farm, I could not erect loose boxes for him in view of the heavy annual outlay in necessary repairs on other parts of the estate that were being carried on. I further pointed out that in the event of his demise or quitting the farm a new tenant probably would not have a fancy for hunters, and the buildings would then be an unnecessary and expensive item to keep up. Finally, however, at his urgent request I consented to expend some 40*l.* at an interest of 5 per cent. I would not have alluded to these cases had not the witness Stephens invited me to do so. With respect to the game, though nominally reserved to the landlord on these farms, neither he nor his representatives have ever enjoyed the sporting over them, and they are entirely in the hands of the tenants. Then there was alleged to have been a refusal of a burial ground at Brynamman.

See 36,995, 37,048.

40,577. Yes, I remember that?—I saw Mr. Mousley yesterday, at Llandovery; he attended there with the intention of giving evidence, but the Court was so busy all day that he was unable to do so, and he begged me to state that he had no recollection of ever having had an application of that kind at Brynamman in this particular spot.

Mr. *Grove.*

40,578. It was with respect to the statement made in the evidence of the Rev. W. D. Thomas?—Yes, that was it. It was stated to be Mr. Rosser at first. I think Mr. Rosser was originally the agent of the Stepney estate, but I think Mr. W. D. Thomas must have been making some error.

40,579. Mr. Mousley gave him a written refusal, did he not?—He said it was Mr. Rosser. Then he said it was Mr. Mousley.

Mr. *Grove*—continued.

40,580. My note is this, that the reason he refused was because it did not join the present land.

Chairman.

40,581. I believe that is right. I have it down in this way: "The Rev. W. D. Thomas "says an application for burial ground of two "or three acres was made to Lord Cawdor's "agent" (I do not know what year that was in) "and was refused because it was not "adjoining the present burial ground, and "also because they did not think it would "suit." Then it came out in evidence, so far as I remember, that they had to buy two acres of land at 60*l.* an acre in consequence, though this land asked for was common land, and would have cost the chapel not so much?—Mr. Mousley instructed me to say that he had no recollection of the matter at all, and that it was not the case. If there is any doubt upon the matter, I should be very glad to make an explanation at a future sitting, and if the Commissioners should consider these sort of questions as regards burial grounds, &c. relevant to the inquiry, I shall be glad to submit a list of grants to Nonconformist bodies for chapels, burial grounds, schools, and residences made by Lord Cawdor during the last 20 or 30 years.

See 37,060–2.

40,582. We should like to have that. Perhaps you would put that in?—I said I would be very glad to do so, but I have not it with me now.

40,583. Would you put that in, and we will have it upon your evidence, or we will print it in the appendix?—Yes.

40,584. We shall be very glad to have that indeed?—Then at one of the sittings at Pembroke, Mr. Brynmor Jones asked Mr. Mousley, Lord Cawdor's agent, a question with reference to the expenditure on the estate. Mr. Mousley stated the expenditure on the estate, and Mr. Brynmor Jones wanted to know the rental. Mr. Mousley did not think at the time that he was in a position to state it, but Lord Cawdor has requested me to do so. I expected Mr. Mousley would have been called upon yesterday to state this. However, he was unable to do so, and I am very glad to be able to state what it is. His agricultural rental other than minerals (that is for farms, cottages, leaseholds of mills—every class of property other than mineral property) is 22,000*l.* a year, and the expenditure during the last 30 years has been 120,000*l.* in repairs.

See 28,736–28,747.

Mr. *Richard Jones.*

40,585. But that includes household property, does it not?—The expenditure?

40,586. The income?—Yes, the income will include house property as well.

40,587. Is there a good deal of house property?—There is a good deal of house property, too. That would rather increase the annual

Mr. *Richard Jones*—continued.

rate of interest that Lord Cawdor expends of his income, you see. There is a considerable amount of property in the neighbourhood of Llandebie, and the neighbourhood of the works.

Chairman.

40,588. It is 50,000 acres. The income is 22,000*l.* a year?—Yes, and the expenditure during the last 30 years has been 120,000*l.*

40,589. That is 4,000*l.* a year?—Yes; then with reference to the evidence given by James Rees, farmer and cattle dealer, Talgarth, Llandovery, he submitted on the last page of his evidence that there was a list of farms on Lord Cawdor's estate that had been raised. The first eight farms are the property of Lord Cawdor, and

39,458, 467–8.

Chairman—continued.

they have been raised, I believe, to that extent, but that rise of rents was explained by Mr. Mousley, I think, in his evidence. He said that the estate had increased by some 4,000*l.* or 5,000*l.* on the last valuation in 1862. *See* 28,659.

40,590. Then you corroborate that?—I corroborate the first part. The second part does not refer to Lord Cawdor's estate at all. There are two lists of farms submitted in James Rees' evidence. The first list only belong to Lord Cawdor.

40,591. The long list—the second list—does not belong to the Cawdor estate at all, and was not stated by the witness to belong to Lord Cawdor?—It does not belong to the Cawdor estate and has nothing to do with it.

Mr. William Davies called and examined through an interpreter.

Chairman.

40,592. You live at Gelly?—Yes.

40,593. How far is that from here?—Four miles.

40,594. What do you wish to say?—Nothing particular, only that I went to ask Sir James a favour about getting some poles.

39,742.

Mr. *Richard Jones.*

40,595. Larch poles?—Yes.

Chairman

40,596. What did he say?—That I had better go to ask for them from "Tynycwm" or from Simon Jones, the Plas.

40,597. Tynycwm being Mr. Davies' farm?—Yes.

40,598–99. The meaning of that was that you had better go and ask Mr Thomas Davies?—Yes.

Chairman—continued.

40,600. What did you say to that?—"I will never succeed there at all," I said.

40,601. Was there any answer to that?—Yes, he said that he was unwilling—dissatisfied—because we had held a committee instead of going up to him first.

40,602. Did Sir James Drummond say that in a joking manner?—I cannot say about that, but I had the poles from him, at all events.

Mr. *Richard Jones.*

40,603. Did Sir James tell you that Thomas Davies now managed his estate?—Oh, no, nothing at all; that was someone else here.

Chairman.

40,604. That is all you have to say?—Yes.

The witness withdrew.

Mr. WILLIAM MORGAN called and examined.

Chairman.

40,605. You are Mr. William Morgan, a tenant farmer living at Rhydlydan, Pumpsaint?—Yes.

40,606. And you are appointed to give evidence by the farmers of Cayo?—Yes.

[*The following statement of the witness was then read:*]

Chairman—continued.

RENTS.—General advance in rents of late years. Two or three valuations on some estates with but short intervals between them. Instances:—

Name of Farm.	Rent about 1860.	Present Rent.	Remarks.
	£	£	
1. Waunfelen	27	Waunfelen 34, Nantllwyd 29, Alltlwyd 17 = £80	Farm divided into three.
		£	
2. Llundain	36	52	
3. Pantegleision	30	45	
4. Maesygwiailfach	17 17*s.*	25	
5. Maesygwiailfawr	25	36	
6. Tynygrug	13	20	
7. Gelly	25	33	
8. Pantoesen	6	8	
9. Garthlwyd	52	70	In 1868, 92*l.* 20 acres planted.
10. Dyryslwyn	40	(In 1886 60*l.*, now 50*l.*	
11. Gwarallt	21	25	
12. Rhydlydan	35	55	
13. Maestroiddyn Fawr	110	130	
14. Maestroiddyn Fach	65	84	Rent in 1868, 89*l.* Grove of timber, 30 acres, were enclosed, and a part, called Bwlchycoed, was taken away to make a home for keeper, and rented at 10*l.*
15. Glantroiddyn	22	30	
16. Rhosgoch	40	60	In 1868 it was raised to 76*l.* Part called Harford was taken away and rented for 10*l.*
17. Brynmanalog	30	36	
18. Berllan	30	34	
19. Ellis Cottage	3	4	
20. Velinfach	28	40	
21. Glantwrch	28	40	
22. Maesyddintir	19	38	Now consolidated to other farms, thus:— £ Part to Velinfach 9, ,, Glantwrch 9, ,, Ddyfadfa 20
23. Pen Pompren	25	45	Part on the banks of the Twrch, containing 10 acres, and rented for 10*l.*, has been taken away. Present rent, 35*l.*; with this, 45*l.*
24. Bryn Eglwys Bach	28	35	
25. Coed-y-Gof	40	60	40 acres have now been planted, and rent reduced to 50*l.*

These show an increase of over 40 per cent. during the last 30 years.

RELATIONS OF LANDLORDS AND TENANTS.—The landlords are Conservatives and Churchmen; the tenants are Liberals and Nonconformists. Preference is not given to Conservatives and Churchmen by landlords, as there are very few such among farmers.

(1.) The following were expelled from their farms in 1869 by their landlord, Mr. John Battersby Harford, of Falcondale, Lampeter, for voting against his wishes:—David Walters, Maestroiddyn; David Davies, Garthlwyd; David Davies, Bryn and Rhosgoch; David Williams, Felinfach; and the tenant of Henffordd. No compensation whatever was paid to any of them for any improvements they had made. These men were supposed to be leading Liberals, and were replaced by Conservatives from the neighbourhood of Lampeter, most of whom, however, have by this time retreated.

(2.) I know of only one where a Churchman was preferred to a Nonconformist as tenant. The farm of Llwynfallen belongs to the parish church of Llanycrwys. When John Davies, the old tenant, died, his daughter and her husband applied for the farm. John Davies, his daughter, and his son-in-law, were known to be devout members and supporters of the cause at an Independent chapel called Carmel. But the farm was given to a Churchman, then living in a farm called Llofft-y-Cyff, or Crofft-y-Cyff, in the parish

Chairman—continued.

of Llanycrwys, belonging to the parish church of Talley. The new tenant of Llwynfallen was a perfect stranger to the locality of Carmel, and also somewhat of a newcomer to the parish of Llanycrwys, from the parish of Llanddewibrefi, in the county of Cardigan. This was in 1885.

(3.) A fruitful source of discord is the reliance which landlords place in sub-agents, who do their dirty work. The following instances will illustrate the relations of landlords and tenants, and the part played by the sub-agents.

The Brunant Estate—(*a.*) James Price, Pen-y-banc, wanted some wood to make a hay-loft in an outhouse. He was starting to see his landlord one day when he met a certain David Lloyd, Henllan, who was a favourite at Brunant. James Price told him where he intended going, and his object. "Nonsense," said David Lloyd, "what necessity is there going to Brunant for a trifle like that? Hew down those that suit you"; and so he did. On the morrow David Lloyd himself went to Brunant with the tale. James Price received notice to quit, and has had to pay an advance of 10*l.* ever since.

It should be noted that the David Lloyd referred to above was not an agent or sub-agent but was simply a tale-bearer, who informed Mr. George Lloyd, Brunant, of any wrongs or fancied wrongs done by his tenants. William Davies, of Pencwm, acted as David Lloyd's jackal and told tales to him. As far as it is known, neither had any distinct office or position in the management of the estate. These characters are perfectly well known in this part of the county. It is not known either what remuneration, if any, they receive. The instances given above are given as throwing light on the social condition of the country.

40,607. Is James Price in court?—I think so.

Mr. *Llewelyn Williams.* Mr. David Price, the son of James Price, is in court.

(*To Mr. David Price.*) Did you hear this read out and are you prepared to substantiate it?

Mr. *David Price.* The thing happened before I recollect; but I have heard my father and mother say often that it did happen in that way.

Chairman.

40,608. (*To the witness.*) Your next instance is about David Davies, of Brynmagog Uchaf. Is David Davies here?—No; I told him to come, but he has not come.

Sir *John Llewelyn.*

40,609. May I ask whether you are able to speak to these facts of your own knowledge?—Through others telling me. I am aware from inquiries from them. The tenant told me himself, but he is not here.

Chairman.

I think we can only take those that are here. You object, Mr. Vincent, to the case of David Davies?

Mr. *Vincent.* Yes, my Lord. I object to that because he is not here. In the other case I do not object.

Chairman.

40,610. The next instance is about William Davies, of Cefnllwynhir. Is he here?—He is dead.

40,611. Is there anybody here representing Mr. William Davies, of Cefnllwynhir?—No relation of his is here. There are some here who heard the story.

40,612. Is there any person here who will come forward and vouch that this is accurate and true?—I cannot make anybody who is dead come forward.

40,613. But can you produce anybody who knows anything about it?—It is rather an old story. William Davies, of Cefnllwynhir, was after that 27 years in Australia. He returned three or four years ago, and he is now dead.

Chairman.

Then I think we must omit that.

[*Statement continued.*]

(4.) An enormous amount of friction is caused by the game. The gamekeepers naturally try to rear a good lot of pheasants, and these in time fly to the farmers' corn. Whatever damage may be done the keepers will deny, and for this there is therefore no consolation or compensation. Farmers are compelled to buy wire netting to protect their own cornfields mostly at their own expense, leaving the grazing fields to chance. Shooting cats and dogs has been common. It is rumoured that keepers get 1*s.* for every cat or dog's tail.

(The rumour is given merely as a rumour which is widely believed by the tenantry.)

A few instances will show what irritation has been produced by game preserving, &c.

(*a.*) A dog belonging to T. Davies, Tynllwyn, was shot by John Edwards, head keeper of Dolaucothi, on the road near Brunant, and was paid for by the family of Dolaucothi. This was in 1866. Edwards was never punished, and is still head keeper.

(*b.*) Another dog was shot in Bwllfa Wood by a keeper named Henry Hurlse, in the employ of a gentleman living at Glanrannell Park, and was ordered to be paid for by the magistrates.

(*c.*) Two farmers, William Williams, Pantmawr, and Morgan Jones, Hafod, were prosecuted for poaching at the instance and on the information of a keeper then in the employ of Mr. J. M. Davies, of Froodvale. Williams

Chairman—continued.

brought three independent witnesses—a smith and two farmers—that he was elsewhere at the time he was alleged to have been poaching, and was acquitted. Jones, however, though he produced the evidence of members of his household to prove his innocence, was found guilty on the testimony of the keeper and fined about 8*l.* in all.

(*d.*) Evan Davies, Blaen-y-Waun, was fined 5*l.* for poaching in 1864, and being unable to pay it, was trying to earn his fine by acting as a keeper, &c. catching other poachers. One day, seeing a hare on the Blaen-y-Waun farm, he went to the farmhouse of Blaen rhysglog and asked the tenant, William Williams, to accompany him and shoot the hare. Williams went, but failed to shoot the hare. He was then prosecuted for poaching on the Brunant Estate on Evan Davies' information, and was fined about 3*l.* by the magistrates at Cayo.

Nor are these solitary instances.

(*e.*) Penlan Farm, near Llansawel, once belonged to Mr. Harford, of Falcondale. The farm adjoins the Edwinsford Forest. The tenant, Ben Thomas, seeing more than sufficient game on the land, called in some friends with greyhounds to kill some of the hares. One day the head keeper of Edwinsford came to him and tried to stop him, but he took no notice. Finally the farm was sold to Edwinsford and the tenant was expelled therefrom in 1866, broken in circumstances and broken in heart, and died two years afterwards. The farm was worth 160*l.* annually.

(*f.*) Tenants have to beat the coverts when the landlords come to shoot.

See Evidence of next Witness.

40,614. Is it the custom now for the tenants to beat the covers?—Yes; it is in the agreements now.

40,615. But it is never carried out, I take it?—Yes, it is carried out too.

40,616. Against the will of the tenants?—Well, I do not know whether against the will of tenants; against the wishes of some of them, decidedly.

40,617. The last witness said beating is not expected, but that tenants are most eager to do it, that is what was handed in. Do you agree to that?—No, scarcely, I cannot agree to that, because I can produce agreements binding them to do so to-day if you wish to have them.

40,618. You do not think that they are very eager to do so?—We cannot draw a distinctive line. Some are more fond to go than others.

40,619. But they consider that they are obliged to go?—Of course, why not when it is in the agreement?

[*Statement continued.*]

Hauling timber is another cause of complaint against the landlords. Landlords sell groves of timber for hundreds of pounds, and do great damage to the farmers' fields both by hauling the timber and by stacking the bark, but *no compensation is ever paid by the landlord.* The parish and county roads are often much damaged also, and the rates increased, but the landlord has to *pay no compensation whatever.* The tenant is also expected to haul the bark *from the rick on his farm to the tanyard, be it far or near,* and even the gate money did not use to be paid by the landlord. A grove on my farm was felled, and the haulage of branches, timber, and bark, was never paid for, nor any compensation for damage done. On the estate of Col. Methuen, of Clifton some trees are being annually *felled, and no compensation* is ever paid for the damage done to the land by the haulage of trees and bark.

Chairman—continued.

Insecurity of Tenure and no Compensation.—I have already given instance where tenants have been evicted or received notice to quit on account of their political opinions, or through some trivial cause. The letter which I produce from Mr. John Thomas, late of Cil-y-blaidd, will serve as an instance of how a tenant may be and is defrauded of the capital he has laid out in improving his farm. Mr. Thomas lived in the parish of Pencarreg, and was a tenant on the estate of Castell Pigyn, now owned by Mr. Meredith Lloyd Price.

[*The following was then produced by witness:*]

Hinton Manor,
Pembridge, Herefordshire,
25th November 1893.

Dear Sir,

"Your letter of the 17th inst. to hand. I made a claim of 500*l.* or near thereabouts (as it is a good few years ago I forget a good deal about the troublesome affair) for new buildings, built solely at my own expense, and general improvement of the farm, which was in a *very bad* state of cultivation when I took it, and they brought out a counter-claim for about the same amount to meet me, charging me for wear and tear (which they called dilapidation) of building a good part of such that cost them nothing for erecting, and neglectful state of the farm, as they called it, but which was in a high state of cultivation and clean, as many can testify. And the short of it is, that although I won the trial, I gained but very little owing to the heavy expense of the trial, which was to be tried by judge and jury at the Carmarthenshire Assizes, held then at Swansea, but was referred to arbitration, and was finally settled by such at Llanbyther. The most cruel part of all was to keep me in total darkness as to his (the landlady's nephew then acting as her representative) intentions, he simply saying that he giving me notice only meant that they wanted a small rise of rent, because that I had had the farm for many years at a reasonable rent. And when I went to see the landlady, whom I was forbidden to see, saying for an excuse that she was forbidden to see anybody by her medical attendant, then her nephew told me that the farm was let,

Chairman—continued.

and that a lease of 60 years was also granted upon it at the same rent as I paid annually for the last 35 or 36 years of my tenancy, so he said that he could do nothing afterwards. I went to the new tenant and offered him 500*l.* for his lease for Cilyb'aidd, to which he replied *no*, he would not sell it for 1,000*l.*, knowing well that he had had a good taking, consequently I was thrown overboard homeless, and very much grieved and cast down.

"Such is the outlines of my case, hoping it is not too late for your meeting, and that it will be of help to secure greater security and better treatment to my fellow-countrymen.

"With best regards,

"Yours respectfully,

"John Thomas."

Sometimes the incoming tenant has to satisfy the outgoing tenant's claim. The late Mr. Harford, of Falcondale, refused compensation to the administrators of the late Ben Lewis, Cwmcelynen, until he received a lawyer's letter demanding it.

Thomas Thomas, Dyryslwyn, tenant to Mr. Harford, agreed with the agent to leave behind a portion of farmyard manure and other things which were valued at 8*l.*, but not a penny was ever paid. This was in 1880, but since that time landlord, agent, and tenant have died."

Consolidation of Farms.—Few instances of this are in the neighbourhood. Maesyddintir was added to three other farms (*see* table given above), and Penarth Isaf added to Penarth Ganol. Refusals to repair labourers' cottages on farms are not unfrequent, and land has been appropriated, without notice, for breeding game, *e.g.*, Maestroyddynfach, belonging to Col. Methuen, of Clifton.

There is no demand for leases, because the high rent, bad trade, and stringent covenants, make it difficult for a tenant to be released in times of distress. Some clauses in agreements (*produced*) are also stringent—copies of agreements are charged for. The executors of the late David Williams, Abernant Fawr, on the Edwinsford estate, were charged 15*s.* for a copy of an agreement, which was never produced. In another case the tenant was charged 10*s.* for a copy of an agreement, but a copy was supplied him. Margaret Thomas, Glantroyddyn, a tenant of Col Methuen, was charged 5*s.* for a copy of an agreement, but it was never supplied.

see 40,635.

On the Dolaucothi estate, a clause in the agreements provides that the tenants should act as gamekeepers.

On one or two estates coal and fowls are claimed.

40,620. Is that so still?—Now, up to the present time.

Chairman—continued.

[*Statement continued.*]

Repairs.—In some agreements a clause is inserted that the tenant has to pay "Fire Insurance" on his master's buildings.

It is hard to get landlords to do any repairs. On one estate repairs are made in part by the tenant, in part by landlord. On others the tenant is expected to contract for repairs. He has to pay the men at once (a hard thing in these times), and be repaid by instalments. For example, Benjamin Williams, of Glanrannell Isaf, on the estate of Major Jones, Glanrannell Park, had to carry out repairs to the extent of 90*l.*, which sum was repaid in nine instalments. I have experienced the same thing twice. Rhydlydan has been in my family for very many generations, and is on the Henllys Estate. The present owner is Catherine Kennedy Erskine, Dun House, Montrose. I have twice repaired the buildings, and on both occasions was repaid in two instalments, and did not make any profit on the contract.

Commons.—A great deal of this district is contiguous to an extensive common, and the farmers of the district are compelled to pay higher rents on that account, as there are larger sheep walks near at hand. In this way landlords get all the benefit of common land. This practice has been detrimental to sheep farming, as the minor herd will be elbowed out by the major herd, and consequent ill-feeling between owners and furious quarrels between shepherds will ensue.

A common belonging to the village of Cayo was enclosed by the late Judge Johnes, of Dolaucothi, but under what authority and whether bought or not, I cannot say.

Remedies suggested.—(1.) General reduction of rents to counterbalance the general advance. Rents to be "fair" with some means of determining what a "fair" rent is, viz., by a land court or by compulsory arbitration.

(2.) Fixture of tenure.

(3.) Tenant to be compensated for all improvements whereby the farm is increased in value, the amount of such compensation to be assessed by arbitration, the landlord to have no option to refuse.

(4.) Rates to be levied on income, not on labour.

Mr. *Grove.*

40,621. When was the common at Cayo enclosed?—It was before the Education Act came into force.

40,621*a*. You mean the Commons Inclosure Act?

The witness withdrew.

General Sir JAMES HILLS-JOHNES, V.C., G.C.B., called and examined.

Chairman.

40,622. What statement do you wish to make, Sir James?—I merely want to make a denial to the statement made by the last witness to the effect that there is a clause in the agreement that the tenants should act as gamekeepers. It is not the fact at all, and it never has been. They are not asked to be gamekeepers, nor are they asked to beat unless they come of their own free will. Some of the tenants who live a long way off come and beat of their own free will; they all like to beat, and if they come and have a day's enjoyment they do so for their own pleasure, and we are always glad to see them, but as to enforcing their coming that is not the case.

See 40,614–9.

40,623. There is no clause in the agreement to that effect?—No, certainly not. I will send a copy of the agreement to you if you like to have it.

Mr. *Richard Jones.*

40,624. One question, Sir James. Is the tenant supposed to allow his name to be used in cases of prosecution for trespass for game?—No, we only prosecute on our own account.

40,625. Of course it does occur in some agreements?—We keep the game in our own hands, and therefore the tenant would not come forward, but we would ourselves prosecute. I do not think I have prosecuted at all. I have had one or two summonses taken out, and I have disposed of the case myself, not summarily, but I mean to say I have had the person up, and after talking to him have settled the matter without taking it up to court at all. I have treated the men in that way, and I think it has had a very wholesome effect upon the farmers. I do not wish to quarrel with them about game, and if they happen to trespass in pursuit of game it is much better, I think, that a landlord should settle the matter with them amicably rather than bring them into court, and I have always done so.

40,626. There is nothing in any of your agreements compelling the tenants to come to beat?—Certainly not.

Mr. *Grove.*

40,627. Do you preserve much game?—I preserve about 600 pheasants.

40,628. Does it lead to any unpleasant relations between you and your tenants?—None at all. I never have the least difficulty with them. I would like to refer to the point which was made about duties in some of the old agreements, in the cases of old tenants who have gone on from generation to generation. In some of the old agreements there are clauses where they give what we call duties; there is a small number of fowls, eggs, and things of that sort, and what they call "teals," of coal. If the tenant objects, he can have them liquidated and put into the rent, and in all the new agreements it has been wiped out, but the old ones still hold good, only as I say if the tenants object they can remove them, but I do not think they do object.

Mr. *Richard Jones.*

40,629. Did you not generally make new agreements with the tenants after the passing of the Ground Game Act?—Yes, the tenants who were on the old system of duties continued on that system. We have got tenants who have been 200 odd years on the estate, and in those old agreements there was a certain clause upon which they gave duties, that is to say, as I have mentioned, chickens, fowls, and that sort of thing. When the new agreements were entered into and signed, that clause was put into the agreement, and is continued. Of late years in the case of the few changes that have taken place those duties have been knocked out and not included. They still exist in the case of the older tenants.

40,630. You did not ask the tenant which he would prefer; to pay these duties, or have it included in the rent?—Yes, we did. We have not asked the old tenants, because we never thought it was necesssary, as they have gone on, but if anyone does object I fancy they do know that they can object to it. In fact one or two, who have been in arrears have been told that they could settle them in any way. It is an old custom.

The witness withdrew.

Mr. JOHN MORGAN DAVIES called and examined.

Chairman.

40,631. What is it you wish to state?—I was not in Court when Mr. William Morgan's evidence was given, but I have hurriedly looked over the print of his evidence.

40,632. Is this what you wish to refer to: "Two farmers, William Williams, Pantmawr, "and Morgan Jones, Hafod, were prosecuted "for poaching at the instance and on the "information of a keeper then in the employ "of Mr. J. M. Davies, of Froodvale"?—No; that is true.

Chairman—continued.

40,633. I understand, then, that it is with regard to the question of the agreement and the payment of 5*s.*?—The matter of the poaching is a reflection on the Bench that convicted them, rather than upon me.

Chairman—continued.

40,634. But you do not wish to speak upon that?—No, certainly not, my Lord. It is quite true.

40,635. What do you wish to refer to then?—The witness in his evidence said: "The executors " of the late David Williams, Abernant Fawr, " on the Edwinsford Estate were charged 15*s.* " for a copy of an agreement which was never " produced." I have nothing to do with the Edwinsford Estate. There was no charge ever made for an agreement by me, but it has been the practice ever since I can remember for the tenant to pay for the stamp on the agreement. He pays nothing for the agreement itself, and the amount that is charged is the cost of the stamping only. I have no doubt the tenant of Glantroyddin was supplied with a copy of her agreement like every other tenant. I always give the tenant a copy.

Mr. *Grove.*

40,636. The stamp duty on an agreement would not be 15*s.*, would it?—I am not prepared to say what David Williams' stamp was.

40,637. No; the point is this, that the stamp cannot be 15*s.*, but the solicitor has charged something for his trouble in sending it to be stamped?—I do not refer to the 15*s.*; that does not affect me; I only refer to the 5*s.* which he says was charged for a copy of an agreement to Margaret Thomas, Glantroyddyn, which he says was never supplied. I am not aware of any provision on the Dolaucothi Estate agreement which compels the tenant to act as gamekeeper.

Mr. *Richard Jones.*

40,638. Are you agent of Colonel Methuen?—I am. I have nothing else to remark upon except that the figures which are in the schedule given here are incorrect; for instance, No. 25, Coedygof, the rent is 50*l.*, not 60*l.*

40,639. Yes, but the rent was 60*l.* 40 acres had been taken from it to plant, you will see?—That is quite possible. The whole homestead has been rebuilt. I may state with reference to the first paragraph that David Walters, Maestroyddyn (a large farm on Colonel Methuen's estate), sold the crops off his farm for two years running. It is said that he got no compensation on leaving.

Mr. *Grove.*

40,640. I suppose you thought he deserved none, then?—The estate was not in my charge then. I know the farm.

Chairman.

40,641. There is a question put by Mr. Llewelyn Williams: "Did any of the others get " the compensation that you are aware of"?—The estate was not in my charge at the time. I only know this from its happening to be in my neighbourhood. The estate has been in my charge seven years.

40,642. Then that is a question you cannot answer?—No.

The witness withdrew.

Mr. William Morgan re-called and further examined.

Chairman.

40,643. The following question is handed in by Mr. Vincent: "On the second page of your " evidence you give an instance on the Brunant " Estate, that of 'James Price, Pen-y-banc.' " Can you state the date of that case"?—No, I cannot give the date.

40,644. We cannot take the cases referring to Mr. Davies as he has not come before us. That is quite understood?—Yes.

40,645. Then another question by Mr. Vincent.: "You say you can produce agreement " showing an obligation to beat covers"?—Yes, I can, my Lord.

40,646. Can you do so now?—I can now, so far as the words go.

40,647. Will you produce them?—Yes. (*The witness handed in agreements.*)

40,648. Is that agreement in force at the present time?—Yes, both of them.

40,649. It is an agreement dated the 10th of October 1889?—Here is another agreement, so that you can see who is right and who is wrong. (*Witness handed in another agreement.*)

Chairman—continued.

40,650. I am afraid I do not see what you refer to, Mr. Morgan?—I beg your pardon, I can show it at the end there, I think.

40,651. There is all about the hares and and rabbits and game at the beginning?—May I see the other one then.

Chairman.

Mr. J. Morgan Davies has signed that agreement, and perhaps he can tell us. Mr. William Morgan states that there is an obligation upon the tenants to beat game, but I cannot find it in the agreement.

Mr. *J. Morgan Davies.* I have never had such an agreement in my life.

Sir *John Lleuelyn.*

That agreement has been signed by you. We cannot find any such clause in it.

Mr. *Morgan Davies.* That is my signature, and that is my agreement.

Chairman.

There is nothing of the kind in it.

Mr. *Morgan Davies.* No, I never heard of such a thing, and I was never more surprised in my life than to hear it.

Mr. *Llewelyn Williams.* My Lord, I should like before the Commission adjourns, to put in one agreement which is an old agreement of the Dolaucothi Estate. It is dated the 20th of June 1872, between John Johnes, Esq., Dolaucothi, and the tenant. There is one clause in it binding him "not to shoot or "destroy any of the game, fish, rabbits, or water-"fowl, on any of the said lands or in the river, "or suffer others to do so without leave from "the landlord, his heirs, or assigns, but to "preserve the same for the use of the landlord,"

Chairman—continued.

That is the agreement which Mr. William Morgan was alluding to when he made the statement which he has made. (*Agreement handed in.*)

Chairman.

Yes, I think that that is an old agreement.

Mr. *Llewelyn Williams.* I only wish to put it in in order to show that Mr. Morgan had some ground for saying what he did.

Chairman.

Quite so. There is no obligation to beat. That is what was misleading.

Mr. *Llewelyn Williams.* That is so, my Lord.

Adjourned to St. Clear's.

FORTY-NINTH DAY.

Second Court.

Town Hall, Llansawel, Carmarthenshire, Thursday, 19th April 1894.

PRESENT:

LORD KENYON IN THE CHAIR.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CHARLES PRYTHERCH LEWIS called and examined.

Lord *Kenyon.*

30,645. 40,652. You wish to give some rebutting evidence?—Yes, my Lord.

40,653. Where do you live?—Llandingat, Llandovery.

40,654. Are you an agent or a landlord?—I am a brother of David Jones Lewis, the owner of the Gilfach and Llwyncelyn estates.

40,655. Whose evidence do you wish to rebut?—I believe a man named Daniel Davies, who gave evidence yesterday. I happened not to be in that court at the time, so that it was only told me afterwards. I think the purport of his evidence was this, that my brother brought pressure to bear and compelled his old Nonconformist and chapel tenants to go to church.

Mr. *Brynmor Jones.*

40,656. That is my friend Mr. D. Jones Lewis of the South Wales circuit?—Yes, that is my brother.

Lord *Kenyon.*

40,657. It was the evidence of Mr. Daniel Davies, who said this: "On the estate of Mr. "D. Jones Lewis, Llwyncelyn, Llanwrda, Thomas "Jones, Hafod-y-Gleddau (once an attendant "at Crugybar Independent Chapel) William "Thomas, Troedyrhiw (once member of the "Waunifor Baptist Chapel), James Davies, "Penybanc (once attendant at Crugybar), and "John Williams, Blaenycwm (once member of "Siloh Methodist Chapel), all now go to "Llanwrda Church, at least when Mr. Lewis is "at home"?—All I have to say is that I know the estate and the tenants as well as my brother does, and I am intimately connected with every tenant on the estate, and I know that my brother never brought any such influence to bear on his tenants; they can go wherever they like.

40,658. Do you happen to know whether these gentlemen mentioned, go to church or to chapel?—I believe they do, but I do not know that they are regular attendants at either church or chapel. All I have to say is that he does not bring pressure to bear upon them to compel them to go to church.

40,659. You maintain that wherever they go it is from their own choosing and inclination?—Yes, certainly.

The witness withdrew.

Mr. TIMOTHY PUGH called and examined through an interpreter.

Lord *Kenyon.*

40,660. This statement which is about to be read has been examined by you, and you say it is correct?—Yes, I do.

[*The following statement of the witness was read:*]

Evidence of TIMOTHY PUGH, Tenant Farmer and Merchant, Penlan, Pumpsaint.

Lord *Kenyon*—continued.

PERSONAL.—I have been selected among others at a public meeting to give evidence before the Land Commission on behalf of the farmers of the parish of Cynwil Cayo.

OCCUPATION.—Farms are held, as a rule, from year to year in this district, Michaelmas being the end of the year. There are some leases, but they are few. The farmers do not wish for them,

Lord *Kenyon*—continued.

as the land is too dear, and also because the terms of the leases are too stringent. I produce copy of an agreement on Dolaucothi Estate. The changes in the tenancy of farms are more frequent now than they were, owing to the fact that land is too dear. Farms are from 30 to 300 acres in extent.

ASSESSMENT OF RENTS.—The amount of the rent is generally determined by valuation, the valuer being invariably appointed by the landlord. Farms are let in the lump, and not at so much per acre. At other times the rent is agreed upon privately by the landlord and the applicant. There have been instances, however, where farms have been let by tender, *e.g.*, Penarth and other farms on the Dolaucothi Estate, about 20 years ago.

WHY RENTS HAVE BEEN RAISED.—Rents are so high that many good tenants have been compelled to give up their farms, *e.g.*, William Williams, Blaenrhysgog; John Williams, Beideiau; Lewis Davies, Pantadam; David Edwards, Brynteg. Some of them had failed to pay their way. Sometimes the rent has been raised after the property has been sold, *e.g.*, Llwyndiriaid, Werndywyll, and Tynyrheol. At other times, the rent has been raised because there are so many applicants for a vacant farm. There is a land hunger in this district; and when a farm falls vacant, the applicants offer more for it than it is worth. For instance, when Tynycwm was vacant, there were four applicants for it, and five for Llwyndiriaid. It often happens, also, that rents are raised on improvements made by the tenants, as, for example, Aberbranddu, Blaenrhysgog, Maesymoy, Cefnllwynhir, Bwlch-y-gwynt, and Garth. At Cefnllwynhir, on the Brunant Estate, the tenant made hedges and ditches, planted wood, cleaned and reclaimed wild land, and limed. His improvements mounted to the value of 150*l.* At Garth the tenant made similar improvements to the value of about 100*l.* The tenant of Blaenrhysgog, on the Henllys Estate, reclaimed wild land, and fenced off the land from the common, and did other improvements to the value of 120*l.*

Mr. D. Davies, Tynycoed Court, has supplied me with the following instance:—In the year 1865 his parents went to live at Gelligaer, in the parish of Cellan. The house was built on the mountain, after dividing the common between the landlords of the parish. When they went to the place it was only a piece of wild mountain, uncultivated and unfenced. There was no garden made; even the houses were unfinished. They had to clear away the rubbish and to floor them. It was made up into fields by them, and was well cultivated. The land in some parts was very stony, the stones were all cleared, the wet land was drained, and a good road made from end to end of the farm. The estimated cost of the improvements made were from 80*l.* to 100*l.* The rent was 15*l.*, and the landlord,

Lord *Kenyon*—continued.

Mr. David Davies, now of Trebanau Cellan, gave them a lease for 13 years, but it was only a verbal agreement. But in 1877, when the little farm was in a good condition, the landlord served them with a notice to quit, or to raise the rent from 15*l.* to 24*l.* They paid the 9*l.* advance for one year; then, as the rent was too high, they left the place, having not received a penny of compensation for the improvements made on it. Soon afterwards the landlord had to reduce the rent to the incoming tenant.

The advances in the rents will be seen from the appended tables, the figures in which are all (with the exception of Blaenrhysgog and Tyllwyd) taken from the rate-book of the parish of Cayo.

Name of Farm.	Gross Rent in 1853.	Gross rental in 1894.	Remarks.
	£ s. d.	£ s. d.	
Ddyfadfa - -	43 5 0	63 10 0	Some land has been added since 1853.
Gilfach - -	14 0 0	18 0 0	
Penybanc - -	60 0 0	76 0 0	
Heullan - -	35 0 0	45 0 0	
Cefn Llwyn Hir	20 0 0	33 15 0	
Brynbran - -	35 15 0	50 0 0	
Tynllethr - -	20 0 0	24 0 0	
Hafod Oer Ddu	17 0 0	25 0 0	
Garth - -	27 0 0	40 0 0	
Bwlchygwynt -	25 0 0	32 0 0	
Llwyn Celyn Mawr.	35 0 0	60 0 0	Part of this in Llan-y-Crwys. Cayo rate-book only shows 38*l.* rent.
Melin Rhos -	20 0 0	37 0 0	
Tynypwllc -	30 0 0	40 0 0	
Wern Dywyll -	20 0 0	30 0 0	Rate-book shows rent 27*l.*, but Income Tax 30*l.*.
Blaen Cwmpedol Isaf.	12 0 0	16 0 0	Rate-book shows rent 11*l.* 10*s.*, but Income Tax 16*l.*
Tynrheol - -	23 10 0	30 0 0	Rate-book 27*l.* Income Tax 30*l.*
Tynant - -	19 10 0	30 0 0	
Parc Mawr -	7 0 0	13 0 0	
Parc Mawr (2) -	8 0 0	14 0 0	Rate-book 13*l.* Income Tax 14*l.*
Parc Bach -	8 0 0	13 0 0	
Blaen Cwmpedol Uchaf.	12 0 0	16 0 0	
Bryngwyn -	34 0 0	45 10 0	
Blaenau Cayo -	50 0 0	68 0 0	
Maesymoy -	49 10 0	65 0 0	
Llwyn Ceiliog -	47 0 0	56 0 0	
Aberbranddu -	28 10 0	42 0 0	This has been 47*l.*
Llwyndiriaid -	16 0 0	30 0 0	
Pantadam - -	13 0 0	22 0 0	Rate-book 18*l.* Income Tax 22*l.*
Beudeiau - -	18 0 3	25 3 0	Rate-book 20*l.* 10*s.* Income Tax 25*l.*
Blaen Rhysgog	31 15 0 (in 64)	40 0 0	In 1878 it was 48*l.*
Tyllwyd - -	18 0 0	35 0 0	
Total - -	797 15 0	1,136 15 0	

Increase 339*l.*, or over 40 per cent.

CONSOLIDATION OF FARMS.—There are many instances in this district of the consolidation of farms. The object was to save the repairs, and also to live with less labour. The consequence has been that land has gone out of cultivation. Upland farms have been, as a

Lord *Kenyon*—continued.

rule, thus consolidated. The population has gone down on this account. Aberbranddu and Pantysaeson, for example, have been joined of late years; many besides some years ago, such as Frongoch, Penrhiw, and Refel Fach; Brynteg and Maes-yr-haidd; and about one-third of the farms on the Cwmcothi. As an instance of land having gone out of cultivation, I may instance Gellifelen opposite the palace of Dolaucothi. The houses have gone down since the land has been given to the Ynysau. Where once grew the white trefoils and the golden grain, there is now naught but ferns and moss, furze and briars.

Small Farms.—There are some instances of sub-letting of small farms. In these circumstances the rent is much higher. As a rule, small farms are better cultivated than bigger farms.

Common Land.—When a farm is let which has a right of common, such right is taken into consideration when the rent is fixed, *e.g.*, the rent of Esgerddar, landlord J. Jones, Aberdare, is 12*l.* or more on account of common right (rent 50*l.*); of Pontwyn, on the Dolaucothi estate, 15*l.*; Tanlan, on the Brunant estate, 10*l.* (rent 45*l.*); Blaenau, belonging to Lloyd Harris, 10*l.*; Bwlchau, landlord Philipps, 3*l.* 10*s.* (rent 16*l.*); and Blaen Cwmpedol, 4*l.* (rent 19*l.*); so that only the landowners derive any benefit from the right of common.

Very little is known about the common land in the parish. Enclosures have been made from time to time, but by what authority is not known.

A wood called the Allt Goch was enclosed about 50 years ago by the owners of Dolaucothi and Edwinsford. Before that time, the poor and others were allowed to go there to cut wood, but notice was given in Cwrtycadno, by the authority of the two gentlemen named, that no one should in future go to cut wood in the Allt Goch. The popular impression is that there was no lawful authority for doing this.

Several houses which had been built on Cayo Mountain, together with the land that was joined to them, were sold by the Crown to the squatters.

Game.—There are numerous complaints about game, and it is a cause of much bad feeling between landlord and tenant. The tenant does not dare to kill any kind of game, because he is afraid of his landlord. The tenant is expected to beat the coverts when the landlord shoots over the farm, and he may perhaps get a rabbit for his trouble, if a good bag has been made on the farm; otherwise, he will get nothing as a rule.

Great damage is often done by game to the tenant's crop, and seldom, if ever, is there any compensation paid. About four years ago damage to the extent of 20*l.* was done by the game to the crops of Cefn Coed Mawr, on the Dolaucothi estate. The tenant was given 5*l.* as compensation, the damage being valued by

Lord *Kenyon*—continued.

the landlord. Every year the damage by game amounts to from 5*l.* to 10*l.*, but the tenant gets no compensation.

Similarly, 5*l.* yearly damage is done to the crops at Blaenmeddyg and Abermangod on the same estate, without compensation.

Whenever the harvest happens to be somewhat late, very great damage is done to the crops at Llandre, on the Dolaucothi estate, but no compensation has ever been paid.

Buildings and Repairs.—Buildings, though far from being what they should, are somewhat better than they were. In some farms the landlord does all the repairs. On the Brunant estate, the tenant and landlord do them jointly, *e.g.*, Troedyrhiw, Gellifawr, Hafod, and Bronfelin. The sub-tenant is expected to do all the repairs. As a rule, however, the tenant is supposed to build the walls and the landlord makes the roof. I know of many instances (*see* above) where tenants, after going to great expense, have had either to leave or pay an advanced rent. The consequence is that tenants are afraid to invest their money, if they have any, in their land for they are afraid their rent would be raised, and they would have no legal remedy against the landlord.

In many places the buildings are exceptionally bad, very often without ceiling or partition upstairs. There is often more snow on the beds than outside, and the out-buildings are also in a dangerous state. When the roof happens to be of straw, the tenant is expected to supply the straw and to pay for thatching.

The landlords have done nothing in the way of building sheds for fowls, or otherwise helping the tenant to find new ways to obtain the money to pay the rent.

The dairies in very many places are in a perfectly unfit condition, but I would not like to name them, lest it might have a prejudicial effect on the sale of their produce.

Agreements and Customs.—There are many penal clauses in the agreements, many of which are very stringent.

No compensation is ever allowed to the tenant for any damage done to the land by the haulage of timber which has been sold by the landlord, *e.g.*, at Erwlwyd. The landlord pays no compensation, also, for damage done to the roads by extra haulage entailed by the sale of the timber.

There are often other demands on the tenant besides paying rent, such as hauling coal, gravel, and timber.

The landlord pays the income tax, while the tenant pays the tithes, land tax, chief rent, and other local rates.

Abatements and Reductions. — Of late, abatements of 2*s.* in the £ have been made on the rent audit day, if the rent is paid in full. No notice of such abatement is given, and the poorest tenants who live on the dearest farms have sometimes to suffer through failing to get any abatement.

Lord *Kenyon*—continued.

Some reductions have been made in the rent. As a rule, no re-valuation takes place in these circumstances.

Local and Railway Rates.—Local rates have gone up very much, but the landlords have made no acknowledgment of this, but have on the contrary raised the rents.

The railway rates are heavy, and on that account the lime becomes very dear. We get our lime oftenest from the station. Artificial manures are also in great demand.

Coal (which is got from the station, very seldom from the pit's mouth) is in common use, though peat is still burned on the hillsides.

Labour.—Wages have risen during the last 50 years; 4*d.* and 6*d.* was the labourer's hire in those days in winter time and 1*s.* harvest time, while it is now 1*s.* 6*d.* and 2*s.* and 2*s.* 6*d.* harvest time. Other labour has gone up proportionately.

In spite of this, labourers have gone away, because farmers have not been able to pay for labour. The land is therefore worse cultivated, the crops are much lighter than they once were, and there is a great deal of waste land that could be reclaimed.

Food and Social Condition.—The food is, generally speaking, better than it was, but many of the small farmers live meanly still in order to make the two ends meet. Tea at 1*s.* per lb., and that without sugar; the bread is made of the wheat grown on the farm ("*bara clatsh*"); cheese made of skim milk; no butter except bread and butter on the day when the butter is made, are generally seen for breakfast. For dinner, broth with turnips or potatoes, if there has been a good crop, if not, plain broth ("*cawl dwr*") with an occasional onion, and now and then a little bacon in it. Tea, something similar to breakfast. For supper the broth is warmed which was left after dinner. Small farmers have the worst table. If many of them received of the crumbs that fall from their landlord's table, they would be very thankful.

The husband and wife and children work hard from morning to night, and on plain and even wretched fare. Yet on account of the high rents and bad trade, they cannot provide anything for old age. Nothing therefore awaits them but poverty. They fare like slaves, while their landlords live on the fat of the land.

"Yn dwyn ei geiniog dan gwynaw
Rhoi angen un rhwng y naw,—
Edrych yn y drych hwn dro
Ŷr galon graig i wylo."

Professor *Rhŷs.*

That is taken from one of the best of our modern Welsh poets, and it describes the labourer bringing home his hard earnings and dividing the necessities of one between nine; and he says that once to look in this mirror would make even a heart of stone weep.

Lord *Kenyon*—continued.

[*Statement continued.*]

How High Rents are paid.—Farmers could never pay the high rents if it had not been that their children, who earn elsewhere, send their savings home to help their parents, *e.g.*, Melin Rhos, Esgereithri, and Tynycoed. Instances are also very common where children work as servants at home without receiving servants' wages. The following table could easily be made much longer:—

Name of Farm.	Number and Value of Sons at Home.	Number and Value of Daughters at Home.	Rent.	Profit made on the Farm.
	£	£	£ *s.*	
Abermangoed	2,30	1,10	44 10	None.
Tyllwyd	1,15	1, 8	36 0	None.
Tanlan	1,15	2,16	45 0	None.
Erwlwyd	1,15	2,16	44 0	None.
Esgereithen	1,15	—	24 0	None.
Tyncoed	—	2,25	—	—
Hendre	1,20	1,15	—	—
Troedrhiw	2,40	1,10	—	—
Garth	2,40	2,20	—	—

Often rent is paid with borrowed money. Not a year passes without my lending money to someone or other to pay rent, and tenants often sell their animals at too low a price in order to be able to pay their rents in full.

Relations of Tenants and Landlords.—Some landlords live here, others are non-resident. Almost without exception they are all Churchmen and Conservatives, while the tenants are Liberals and Nonconformists. The agents have not, as a rule, had any practical training to fit them for the work. Lawyers and bankers form the majority of them, and the consequence is that particular inconvenience is felt because the agents are unfit and unable to judge the value of land and the improvements that are made on it.

Suggestions.—It is necessary to have a land court to assess the rent. The farmer should be made secure in his holding, and should have full compensation for all his unexhausted improvements when he leaves his farm. If this were done, the land would be better cultivated, the soil would be more productive, and the condition of the agricultural population would be far more desirable.

Mr. *Brynmor Jones.*

40,661. Your proof is so detailed and particular that I do not think it leaves much for me to ask you about. We are much obliged to you for it, but let me ask you this: How many tenants were at the public meeting who selected you to give evidence?—About 80 to 100.

40,662. From which parish did they come?—Cynwil Cayo.

Mr. *Brynmor Jones*—continued.

40,663. With regard to the case you mention on the first page of your proof, the instance supplied by Mr. D. Davies, of Tynycoed Court as to Gelligaer, you say the rent was 15*l.*, and the landlord gave them a lease for 13 years, but it was only a verbal agreement. Do you mean by that that he promised that they should have a lease for 13 years?—Yes.

40,664. Did they get the lease?—No, it was only verbal, you know; there was no written lease given.

Mr. *Griffiths.*

40,665. What covenant do you consider stringent in that agreement?—There was one clause as to draining. When the landlord drains there is a clause pledging the tenant to pay interest on the money expended; there is no limit to the time; the rent may be raised continually.

40,666. No period of exhaustion?—Yes, no period of exhaustion.

40,667. Then you consider that the rent should not be at all times fixed by the landlord's valuer?—There ought to be two valuers, one on both sides, I should say, before they could have a fair valuation.

40,668. Suppose they cannot agree?—Then get an umpire.

40,669. Then you speak with regard to farms being let by tender. What is the reason of that?—Land is so scarce in the country, and they are offering more for a farm than they can give, the consequence is they cannot pay, and the land is not properly cultivated. There is land hunger; there is not sufficient land for the population, so many farms have been consolidated.

40,670. Are they looking forward to have the rent reduced when they offer such a price?—I cannot say about that.

40,671. What class of applicants are generally coming for these farms; are they fresh men, or already in possession of farms?—Men who have not been in possession of a farm before, and who offer a high rent in order that they might have a farm.

40,672. Is it not the case that many find their own places too dear, and think another place is better?—That is also often the case.

40,673. Do you find that the rent is very often reduced to an incoming tenant, when the old tenant is turning out, because the rent is too high?—That has been so.

40,674. Are all these farms on the same estate that you have mentioned in the first part of your evidence?—No.

40,675. On different estates?—Yes.

40,676. You say some of the land has been out of cultivation?—Yes.

40,677. "Where once grew the white trefoil "and the golden grain there is now nought but "ferns and moss, furze and briars." Has there much land gone out of cultivation in that way?—Yes, a good deal.

40,678. For what reason?—There are various reasons. One reason is that there is no security of tenure for the tenant. Some have farmed well, and in consequence their rents have been raised.

Mr. *Griffiths*—continued.

40,679. It would surely pay the tenant to see clover growing rather than fern?—The farms are consolidated, and there are not sufficient labourers on the farm to cultivate it.

40,680. Then you consider that farmers are not now able to employ the labour on the land they formerly did?—Yes, they are not able to make enough on the farms so as to be able to be in a position to pay labourers.

40,681. Then with regard to this wood. Was the wood at one time common?—Yes.

40,682. What kind of game does all this damage as a rule?—Pheasants.

40,683. Have you the right to kill the ground game?—No, they do not allow us to kill any.

40,684. But the law allows you?—Yes, but we dare not go with the law.

40,685. Why?—We are afraid of our landlord.

40,686. Do you think the landlord will deal with you contrary to the law?—He can give us notice to quit and send us away.

40,687. Is it possible he would do that when the law allows you to kill rabbits?—It is not necessary for him to give his reasons why he evicts us.

40,688. Who is the landlord?—Mr. Lloyd, of the Brunant estate.

40,689. Do you ever claim compensation for any damage done by the game?—Those who are suffering damage on the estate of Sir James Hills Johnes have made complaints to him.

40,690. Did he hear the complaints and give them redress?—He gave Mr. Davies, of Cefncoedmawr, 5*l.* once.

40,691. Do you consider that sufficient?—He said that he had had a loss of 20*l.* It was on the wheat field.

40,692. Who is it that values the damage done by the game as a rule?—There has only been that 5*l.* paid, and Sir James Hills Johnes valued that himself.

40,693. Are there many tame pheasants there?—Yes, very many.

40,694. Do they supply these pheasants with plenty of food?—Not in the morning, because they have gone right over the fields before they can get their food.

40,695. They do not feed them early enough?—No, and not enough for the pheasants that are there, because they spoil the crops.

40,696. Then you pay the land tax, do you not?—Yes.

40,697. Are you aware that that is a landlord's tax, and not a tenant's?—No, I was not aware.

40,698. Then with regard to the sons and daughters brought up on the farm. What value in respect of clothing and pocket money do the sons have in the course of a year. You put down two sons at 30*l.* a year?—Some get more than others.

40,699. Take it generally; what do you suppose?—Does he have more than one suit of

Mr. *Griffiths*—continued.

clothes a year?—He gets one suit of clothes, and working clothes as well.

40,700. How much do you value that at?—It might amount to 7*l.* more or less.

40,701. Suppose you kept grown-up men servants instead, how much would their wages be?—25*l.* to 30*l.*

40,702–3. According to your reckoning there is something like 18*l.* difference between the value of what he has and what he ought to have?—Yes.

40,704. What becomes of that 18*l.*?—The whole goes to the landlord.

40,705. I suppose it is just the same case with the daughters?—Yes.

Professor *Rhŷs.*

40,706. Have you plenty of cottages in your part of the country?—No, there are no labourers to be had, and no work for them.

40,707. Then you cannot say there are too few cottages?—No, those who have been yonder have failed to live, and they have gone off to Glamorganshire.

40,708. What drove them away—lack of work?—Yes, lack of work, and failing to get payment for their services.

40,709. Have you any farm servants?—Yes.

40,710. What sort of accommodation have you for them, where do they spend their evenings, and where do they sleep?—In the house. The young men in the neighbourhood go to the blacksmith's shop.

40,711. You have no room for them in the dwelling-house?—No.

40,712. There is no room for them in the kitchen?—No.

40,713. You do not welcome them there?—There are some good houses, and in some there is only one fire-place, consequently the men servants go to the blacksmith's shop and so on, and the family sit round the fire, and there is no room for the servants.

40,714. They go to the blacksmith's shop?—Yes.

40,715. Where there is a chance of a good fire?—Yes.

40,716. Do they not go to worse places than the blacksmith's shop?—In the higher part of the neighbourhood, that for which I speak, there is no other place for them to go to.

40,717. What do you think these men would do if they had a place to sit down in the evening. Would they read, do you think?—Many of them.

40,718. You say all the houses are not like that. Some have proper accommodation?—Yes. There are some very good houses, but some farmers are only able to keep one fire going in the house.

40,719. Where do the farm servants sleep?—In the tallat (Welsh, *towlod*).

40,720. Are those pretty comfortable?—No, they are not very comfortable.

40,721. We heard this morning of one man who used to read in bed in one of them?—Then I should say that it was a somewhat comfortable place.

Professor *Rhŷs*—continued.

40,722. Is that not a little dangerous with regard to setting the place on fire?—Yes, it was dangerous.

40,723. Who insures? Is there any insurance on the farm? Do you insure the farm buildings?—No, they do not.

40,724. Do you ever have fires as a matter of fact?—Yes, some have caught fire yonder.

40,725. You have described the food in your statement?—Yes.

40,726. The fare is very hard which you describe, is it not?—Yes.

Mr. *Griffiths.*

40,727. Do you find the hedges and the ditches kept up now as well as they were formerly?—No, not anything like.

40,728. Then it is not for the scarcity of work that the men go away. Which is the scarcer, the work or the money?—The work and pay.

40,729. You said that the hedges and ditches were neglected?—Yes.

40,730. Why not put them to build up the hedges and open the ditches?—Because the farmers have not enough money to pay them.

Lord *Kenyon.*

40,731. Have you got the instances where the farms have been let by tender on the Dolaucothi estate?—They are down here.

40,732. Are there many of them?—Penarth is one, and I believe Cefn Coed.

40,733. Were they advertised in the papers?—They were advertised on placards on the walls.

40,734. Were they let to the highest bidder?—Yes.

40,735. What was the size of them?—I cannot say.

40,736. Is the one on the Penarth estate still let to the same tenant?—No, not now. The tenant has left.

40,737. Does the present tenant pay a less rent than the old tenant?—Yes.

40,738. How many do that on the Dolaucothi estate?—That was on the Dolaucothi estate—Penarth is a farm on the Dolaucothi estate.

40,739. Do you know what number of pheasants were reared at Dolaucothi—tame birds?—Many scores. I believe there were some hundreds.

40,740. Have they ever applied for compensation, with the exception of the one case you give?—Yes, several of them stated that the game were doing a great deal of damage, but Sir James says that they do not.

40,741. Perhaps they cannot prove it to Sir James's satisfaction. Is that it?—Oh, yes, they can easily enough.

40,742. I should have thought Sir James would have met them?—They do not like to press him.

Lord *Kenyon*—continued.

40,743. There is a good feeling existing between Sir James and his tenants, is there not?—Yes.

40,744. A very friendly feeling?—Yes.

40,745. Is Llandre near the house?—No, there is one farm between it and Dolaucothi.

40,746. It is near the wood where the pheasants are reared?—Yes, they rear the pheasants at home, and then they take them in lots here and there, and distribute them.

40,747. Do they raise much corn at Llandre?—Yes.

40,748. How much?—I cannot say how much.

40,749. There are some questions by Mr. Stephen: "When were the improvements at "Cefn Llwyn Hir made"?—From the year 1860 to 1870.

40,750. "When were the improvements at "Blaen Rhysgog made"?—About the same time.

40,751. "Are you certain that none of the "improvements at Davies' farm at Cellan were "made by the landlord"?—No, no improvements were made by the landlord.

40,752. "Was not the price of stock as high "in 1877 as it has ever been"?—Prices were very good in 1877. I cannot remember exactly.

40,753. "Was it not a condition of the lease "of the farm that the tenant should do the "repairs which he did, or some of them"?—What place?

40,754. The farm at Cellan. Was it not in his lease that he had to do the repairs?—Yes, some of them.

40,755. "How do you know what proportion "of the rent is demanded on account of rights of "common"?—It is on the receipt for rent in the case of Blaenau. I asked them how much they considered they received from the mountain, and they considered their holdings were too high even then.

40,756. It is the tenant's estimate, I take it?—Yes.

40,757. "Can you give any instance of interest "being charged on the cost of draining"?—Oh, yes; Gilfach.

40,758. Any other?—I cannot remember now.

40,759. "Are you aware that there are two "kitchens in every farmhouse on the Dolau-"cothi estate"?—No, I do not know that, and there is not either.

40,760. "When were the improvements at "Maesymoy made"?—I do not recollect the dates.

40,761. "How do you get at the rents which "you allege are paid for the common rights." I think you said you got them from the tenants themselves?—It is only on the Blaenau receipt, but I got the rest from the tenants.

The witness withdrew.

Mr. John Morgan Davies re-called and further examined.

Lord *Kenyon*.

40,762. Have you heard the evidence of Mr. Timothy Pugh?—Yes.

40,763. Have you anything you wish to say in rebutting that evidence?—Mr. Timothy Pugh says, "It often happens, also, that rents are raised "on improvements made by the tenants, as, for "example, Aberbranddu, Blaenrhysgog, Maesy-"moy, Cefnllwynhir, Bwlch-y-gwynt, and Garth." My interest is in Maesymoy. I am quite sure that no rents have been raised on improvements in Maesymoy. I can certify that for 20 years during which the property has been in my charge. A very large outlay had been made there by the landlord some years previous to that, but I am not aware of any improvements made by the tenant; he was a very good farmer and his rent has not been raised within a reasonable time. It remains now as it was for 20 years, and how much before that I am not prepared to say. As to the consolidation of farms, Brynteg and Maes-yr-haidd, that is true so far as I know. New buildings were erected on Brynteg, the old buildings having gone down completely, and Maes-yr-haidd was added to it many years ago. I cannot give you the date. As to Gellifelen on the Dolaucothi estate, there have been no buildings upon it within my recollection.

Lord *Kenyon*—continued.

40,764. It is only a small place?—Yes Gellifelen is a bit of hillside amongst some woods.

As to the statement that the rents fixed on rights of common are what he states, as a matter of fact there is no separate rent fixed on the rights of common. The rights of common appurtenant to farms are considered in estimating the rent, but there is no separate rent placed upon them. He says: "A wood called the Allt "Goch was enclosed about 50 years ago by the "owners of Dolaucothi and Edwinsford. Be-"fore that time the poor and others were "allowed to go there to cut wood, but notice "was given in Cwrtycadno, by the authority of "the two gentlemen named, that no one should "in future go to cut wood," and so on. I have simply to state that the wood he names is on a Crown manor. I am agent for the Crown, and that wood is under my charge. That is as much common now as it ever was; it is not enclosed

Lord *Kenyon*—continued.

at all. It is waste of the manor depastured in common by the cattle and sheep of the commoners.

As to the damage on Cefn Coed Mawr by the rabbits, I understand there was some damage there. I believe Sir James Hills Johnes and the tenant settled it very satisfactorily to both parties. I am not aware of damage on Blaenmeddyg and Abermangod. There are no covers on Blaenmeddyg. On Llandre there is a cover where pheasants are kept. The rent of that farm was reduced two or three years ago 10*l.*

As to the haulage of timber, there was a large wood sold last year on the Dolaucothi Estate, the two tenants affected were the tenants of Cefn Coed Mawr and Llandre, and both were compensated, the purchasers of the timber declined to do so at first; they were bound down by agreement, and were compelled to do it. I saw that it was paid.

Abatements which are made out of the rents are made to the tenants, whether they pay on the rent day or whether they pay by instalments afterwards. When they complete the payment of the rent, the abatement is always made.

40,765. Can you say what amount of game is reared at Dolaucothi?—I should think about 500 pheasants.

40,766. On the whole estate?—Yes, on the whole estate.

Mr. *Brynmor Jones.*

40,767. Do you know the farm of Esgerddar?—I have nothing to do with it. I know it. It is at the upper end of the valley.

40,768. What would it be worth without any common right?—I do not know the acreage so cannot give you an opinion offhand. I know the farm. It abuts on the common. The common rights would be very material to it.

40,769. You are not able to make a calculation and tell us what proportion of the rent of a farm with the right of common, the right of common would represent?—It would depend very much upon what part of the common it was, whether there was very great pressure from the outside upon it.

40,770. I suppose with regard to the commons up in this part of Wales, as in the other parts, the common is as a rule without stint?—Without stint.

40,771. And I suppose by custom the sheep on a particular farm are limited to a particular portion of the waste?—Invariably so.

40,772. What do you think is the origin of that. Do you find any trace of agreement between themselves, or setting out of boundaries—*yrhosfas*, as they are called?—I think the boundaries of sheepwalks were settled by the tenants themselves for their mutual convenience. In the Llanddewibrefi inclosure, of 16,000 acres, in which I acted as valuer, the common was,

Mr. *Brynmor Jones*—continued.

with the exception of a small portion near the village, entirely divided into sheepwalks and claimed as private property. In the actions which followed, viz., the Ecclesiastical Commissioners *v.* Griffiths, and the Same *v.* Johnes, it was, however, decided that the whole of the common was waste of the manor, this mode of using the common not being inconsistent with the rights of commoners in the exercise of their rights of common.

40,773. A similar question arose in a case before the House of Lords, in which the question was the title to certain waste land, and the question arose as to what improvement used to be attributed to this so-called exclusive possession, whether it was evidence of ownership or was simply to be referred to this custom of splitting up the waste of the manor in this way. Now what do you think from your experience as a land agent? Do you think any such bargains have been come to?—No. The state of the commons at the present time is simply this—all who are not brinkers are out of it altogether. All through these parishes we sent our sheep and cattle and ponies up to the mountain, but it became less and less worth while to send them up there; the brinkers took advantage of their position, and by means of their dogs they drove us away—so that as a matter of fact the brinkers hold the commons.

40,774. Do you think, as a matter of fact, each of the different parts have been allocated to the different farms for centuries?—No, I should not go so far as that, but in Llanddewibrefi there was strong evidence of it.

40,775. Do they put any boundary stone or any mark?—No, it is well known to the sheep and to the shepherds.

40,776. I was in a case in the county of Glamorgan where one of the agents said that the sheep knew the boundary perfectly well, and that, perhaps, one would go up to a stone and then smell it and walk back again, knowing that he was not to go out of the boundary?—Sheep bred on the mountains know the boundaries of their "runs" perfectly.

40,777. Those are very often flocks of sheep which have been on the farm for some time, and have been handed down with the possession?—Yes.

Mr. *Griffiths.*

40,778. Is there not such a thing as walking the parts in possession?—I do not think the boundaries of sheep walks are walked, but the boundaries of manors and parishes are often walked. I have had a great deal to do with the enclosure of waste land, perhaps more than any other valuer in Wales. I always enclose a common with great regret. I think it is a pity to shut up with wire fences fine open pieces of land. I am certain it does not pay. Using poor land in small quantities does not pay; the cost of

Mr. *Griffiths*—continued.

looking after it is too great. I have always been strongly in favour of the regulation of commons in accordance with the provisions of an Act of 1876 "for the regulation and improvement of commons."

40,779. I gather from what you say that you think that this division of the commons into these *rhosfas* is very detrimental to the interests of the cottagers, and so on?—As a matter of fact, the cottagers are not affected at all, except in some cases near villages. Taking the waste lands generally they are at an elevation of 1,000 feet, and upwards. The cottagers are not interested; they are too far away. With respect to a cottage near a common, the cottager would naturally send his cow up, but it would not pay the labouring population to cultivate it.

40,780. You admitted the man mentioned by Mr. Pugh in the first instance was a good farmer?—Maesymoy?

40,781. The first case he mentions?—Yes, Maesymoy. He is dead, but his widow is there at the same rent. He was a very good farmer; he has been there for very many years.

40,782. If he is really a good farmer he improved his land?—Yes.

40,783. It is natural for him to think that the rent has been advanced, owing to that?—The rent has not been advanced since I have had to do with the estate, that is for 20 years.

40,784. I think Mr. Pugh corrected himself. He said he had had the information as to the proportion of the rent for the common, and the farm, from what he had heard?—Yes. His evidence is not of value in consequence. Perhaps I may be permitted to make one more remark. A good deal has been said about the accommodation in farm houses, and it is a very proper subject. I wish to state that so far as the Dolaucothi estate is concerned, I do not believe there is an estate in the county of Carmarthen where the buildings are so good, or where the accommodation is so good. The majority of the farm buildings have two large kitchens and a parlour on the ground floor. They were built, most of them, on the plans of the late Mrs. Johnes—an expensive plan, but a plan which gives a great deal of space. Perhaps, I may say further, that in a great many of the farms they all live in the back kitchen, the other kitchen and parlour being hardly ever occupied, so that the accommodation is at their command, though they do not avail themselves of it.

Mr. *Griffiths*—continued.

40,785. How is it the custom of allowing them to take the wood from the timber has been discontinued?—They take it. Anyone in the parish who likes to go and cut wood in Alltgoch on Caio Common does it.

40,786. I think they do not?—It is not worth their while. The valley in which it is situate is one mass of oak scrub. There is any quantity of it. We sell what we can, but it is not worth anything—it is not worth carrying away.

40,787. What was the authority for the notice given at Cwrtycadno by the authority of the two gentlemen named, that no one should in future go to cut wood in the Allt Goch?—I do not know; I have been in charge of the Crown lands for nearly 40 years. This place is in my parish, and the Dolaucothi estate has been in my charge for nearly 20 years; and if anyone trespassed on the Crown lands it would be my duty to report him.

40,788. There is no authority for that notice, whatever it may be?—No.

Professor *Rhys*.

40,789. Can you offer any explanation, what it refers to?—There is some oak scrub on the side of the mountain where anyone can go and get wood.

40,790. What is the meaning of locating the notice at Cwrtycadno?—Cwrtycadno is a little village.

Lord *Kenyon*.

40,791. Has Sir James Drummond any wood adjacent to this?—No; Sir James Drummond's property does not go up that valley at all. Sir James Drummond's predecessors in title had some farms up there, but they have been sold some years ago.

40,792. With regard to the two kitchens, do you find that farmers can afford to keep a couple of fires going?—In this part of the country especially, there is any quantity of wood to be got.

40,793. You are speaking with regard to the accommodation in the farm houses?—Yes.

The witness withdrew.

Mr. TIMOTHY PUGH recalled and further examined.

Lord *Kenyon.*

40,794. You wish to make a further statement?—Yes; I do.

40,795. What is it?—In connexion with Allt Goch and with regard to what Mr. Davies said here I should like to ask, is it not true that Dolaucothi has sold that place to William Williams, Pen-y-bont?

40,796. He cannot sell a Crown manor. It is not his to sell?—They have sold that Allt.

Lord *Kenyon*—continued.

40,797. Are you referring to the same place?—I refer to Allt Goch, a little above Cwrtycadno, bordering on Penrhiw and Frongoch, in the parish of Cayo.

Mr. *John Morgan Davies.* It is another place, then, my Lord.

Witness.

I have nothing further to say.

The witness withdrew.

Mr. JOHN MORGAN DAVIES re-called and further examined.

Lord *Kenyon.*

40,798. You wish to make a further statement?—Yes. I simply state that there are not such rights existing for the last 50 years to my knowledge. It has been private property; it is not near the waste, nor is there any pretence for stating that any one had a right.

Mr. *Brynmor Jones.*

40,799. He does not put it as a legal claim. The question is whether or not people were in the habit of doing it. It is put as a hardship?—I think they have more wood on Cwtycadno now than they know what to do with. There is any quantity rotting there.

Mr. *Brynmor Jones*—continued.

40,800. This is what he says in his statement: "A wood called the Allt Goch was "enclosed about 50 years ago by the owners of "Dolaucothi and Edwinsford. Before that time "the poor and others were allowed to go there "to cut wood, but notice was given in Cwrty-"cadno, by the authority of the two gentlemen "named, that no one should in future go to "cut wood in the Allt Goch"?—I never heard of it. I am not aware of any such notice.

40,801. You state it is private property?—Yes. If it is not the Alltgoch on the Caio Common it is private property.

The witness withdrew.

Mr. THOMAS WILLIAMS called and examined through an interpreter.

Lord *Kenyon*

40,802. This statement has been read to you, and you state that it is correct?—Yes.

[*The following statement was then read:*]

Evidence of THOMAS WILLIAMS, tenant farmer, Ffynonlas, Cayo.

PERSONAL. I am a tenant of Sir James Drummond, Baronet, of Edwinsford, and was born and bred on this farm. Personally I have no cause of complaint against my landlord, whom I have always found kind and pleasant. I have been selected with several others at a public meeting to give evidence for part of the parish of Cayo

The acreage of the parish is 22,212; the gross rental is 10,374*l.*; rateable value, 9,525*l.* 11*s.* 9*d.* Twenty years ago the gross rental was 9,596*l.*; 30 years ago, 8,466*l.* 14*s.* 2*d.*; 40 years ago, 7,709*l.* 1*s.* The rateable value 20 years ago was 8,667*l.*; 30 years ago, 8,466*l.* 14*s.* 2*d.*; 40 years ago, 7,709*l.* 1*s.*

The parish contains upland farms and mountain farms, which form the major part, but the portion which I was entrusted with contains the best land in the parish, viz.:—

Lord *Kenyon*—continued.

Eleven farms belonging to Sir James Drummond (Ffynonlas, Ynysau, Pwll-y-baw, Goleugoed-uchaf, Goleugoed-ganol, Goleugoed-isaf, Tynywaun, Cilgawad, Bronfin, Garth, and Garreg); three farms to Mrs. Morgans, Albert Mount, Cayo (Maescadog, Cilmaen, and Grofft; four farms to Sir James Hills-Johnes, K.C.B., Dolaucothi (Penlan-wen, Ynysau-uchaf, Garnoithe, and Glanrannell); and two farms to Colonel A. P. Jones, Glanrannell Park (Cwmbachstel and Cwmgerwn). *See* 42,280.

RENTS.—The rents of these farms have gone up over 20 per cent. during the last 40 years, as the following table will show:—

	1853.	1893.	Increase.
	£ s. d.	£ s. d.	£ s. d.
11 Edwinsford farms	686 6 0	837 0 0	150 14 0
4 Dolaucothi farms	247 5 0	288 0 0	40 15 0
3 Albert Mount farms	118 0 0	148 10 0	30 10 0
2 Glanrannell farms	85 0 0	106 10 0	21 10 0
Total	1,136 11 0	1,380 0 0	243 9 0

Lord *Kenyon*—continued.

The advance on the Edwinsford estate was made in consequence of a valuation which was made about the year 1862, and another about 1878. In the other cases the advance was made on a change of tenancy or after a sale of the property.

LABOUR.—During the last 30 or 40 years the price of labour has gone up enormously.

40,803. You are on the same farm that your father had?—Yes.

40,804. You are giving now the wages that you would have to pay for a chief servant man?—Yes.

40,805. Whom you do pay, in fact?—Myself.

40,806. You put yourself down as the chief servant man?—Yes.

40,807. You have to dispense with a chief servant?—Yes.

I submit the following figures, which I have extracted from my father's account books (*produced*), showing the difference in the servants' wages in 1844 and now:—

—	1844.	1893.	Increase.
	£ s. d.	£ s. d.	£ s. d.
Chief servant man	5 5 0	25 0 0 (myself)	19 15 0
Second servant man	5 2 6	16 5 0	11 2 6
Chief servant girl	3 0 0	14 0 0 (wife)	11 0 0
Second servant girl	1 0 0	12 0 0	11 0 0
	14 7 6	67 5 0	52 17 6

I submit the following figures, which show the difference in the price of labour on another farm in the district, named Maes llanwrthwl:—

—	1851.	1893.	Increase.
	£ s. d.	£ s. d.	£ s. d.
Chief servant man	7 10 0	22 0 0	14 10 0
Second servant man	5 10 0	12 10 0	7 0 0
Chief servant girl	3 7 6	12 10 0	9 2 6
Second servant girl	3 0 0	9 10 0	6 10 0
Third servant girl	- - -	4 10 0	4 10 0
	19 7 6	61 0 0	41 12 6

The consequence of the increase in the rent and in the price of labour is that the farmers have to do away with labour as much as they can, and land will eventually go out of cultivation, so that the landlord will have to suffer in the long run.

WHY RENTS ARE HIGH AND HOW TENANTS PAY THEM.—With reference to one of the farms mentioned above, Cwmgerwn Uchaf, which is on the estate of Colonel Jones, Glanrannell, I wish to submit these letters (*produced*), from the son and daughter of the late tenant. It will appear from these letters that the tenant had done all the haulage for the new buildings, as well as

Lord *Kenyon*—continued.

paid for a portion of the materials, on the understanding that there would not be a rise in the rent. But the rent was raised from 20*l.* to 30*l.*, so that it was impossible for him to pay for it, and the consequence was that he had to appeal to the children for help.

[*Translations of letters produced by Mr. T. Williams, Ffynonlas Cayo.*]

"Tyrbach Farm, Pentregethin,
"Swansea, January 14, 1894.

"DEAR SIR,

"THE rent of Cwmgerwn about 25 years ago was 20*l.* The houses were built by my father, the landlord paying the mason, paying for the lime, and giving the wood; my father hauling the materials, paying the carpenter, and paying for the slates. The rent was raised, as nearly as I can remember, about 20 years ago.

"I gave him help many times to pay the rent. I heard my father say that my sister had lent him money, but he did not say how much.

"WILLIAM WILLIAMS.

"Cilgawad, Cayo, Llanwrda,
"February 9, 1894.

"DEAR SIR,

'IN answer to your letter of the 29th ult., I wish to inform you that I gave 30*l.* of my savings from my wages to pay for Cwmgerwn I gave them in different sums as he had need of them. My father said that I would get them back after his day. I know also that my brother helped him many times.

"As for the building, I cannot speak of them, as they were done before I can recollect.

"Yours truly,
"MARGARET WILLIAMS."

I know of farmers who had several children working at home on the farm with no wages except food, clothes, and a little pocket money, but who can with difficulty make the two ends meet, though nothing is put by against the time when the children will marry and want to settle down in the world. For instance, two children work at home at Pencilmaren without wages—a grown up son and a daughter. The rent used to be 35*l.*, and is now 44*l.*, but the tenant could never pay it were it not that his children save him servants' wages.

Others again have children in service who help their parents to pay the rent as in the case of Cwmgerwn-Uchaf.

I know of others who have farms of their own, and who give the rents they receive for them to pay the landlord; for instance, Mr. Evan Davies Maes llanwrthwl gives 30*l.* from his own place to his landlord; the late Mr. James James, Ynysau, gave all that he received for his little farm; and Mr. Timothy Davies, Ynysau, gives a part, though he cannot say how much.

I am very doubtful whether landlords know the real situation in which their tenants are

Lord *Kenyon*—continued.

placed, as there are so many applications for farms when they become vacant. This, perhaps, causes them to think the land is not too dear. The fact is that the majority of those who apply for vacant farms consider the farms they hold themselves too dear, and believe every one is better than their own. People have also come to feel that it is respectable to be a farmer. Servants who have been earning good wages, and who have put by money, and others who have made money by working in lead and coal mines, are very eager for farms. To this class belong the tenants of Goleugoed Uchaf and Isaf, and Cwmbachstel, who were farm servants, and the tenant of Felin Fach, who was a miner.

Others, again, who have been living in small farms want larger ones, and the son of the farmer is anxious to carry on the occupation to which he was brought up. (By "small farms" I mean the places of labourers who have enough land to keep two or three cows.)

I believe that these are the reasons why there are so many applications for farms; it is not because farming pays. I believe that the landlords of the parish of Cayo do not know the hardships which their tenants suffer, else they would have reduced the rents, as they are kind and generous gentlemen towards every worthy cause in the parish. We have had temporary abatements of 10 to 15 per cent. during the last few years. It is my opinion that landlords do not come into close enough contact with their tenants, so as to know at first hand the condition they are in, but they have to depend on others for their information.

Between the taxes, tithes, wages, and rents, which must all be got from the produce of the farm, which, on the other hand, is so low (with one or two exceptions), it can be confidently said that land is from 30 to 35 per cent. too high, and unless some speedy relief is obtained, we farmers will have to sell the little we have and become labourers.

Suggestions.—As a remedy, I believe that we must have a land court or some board of the representatives of the two parties, as nearly every other class, *e.g.*, masters and men have, except the landlords and tenants, then the two sides could put forward their demands with the strong confidence that justice would be administered.

Mr. *Griffiths.*

40,808. Can you give us the rent of this farm where you have given the table with reference to the labour?—100*l.*

40,809. There is 52*l.* 17*s.* 6*d.* more paid for that farm for labour now than in 1874?—Yes.

40,810. On the same scale there is 41*l.* 12*s.* 6*d.* What is the rent of that farm?—115*l.*

Mr. *Brynmor Jones.*

40,811. May I take it your farm is a representative farm; is it like most of the other farms in the district?—Yes, it is, very much.

Mr. *Brynmor Jones*—continued.

40,812. Then I should like to know the particulars, if you do not mind giving us them, in reference to your own farm, as it seems to be a typical one. First of all, what is its acreage?—112 acres.

40,813. How much arable and how much pasture?—It is all arable, really, if it had fair play.

40,814. How much do you plough?—In its turn; most of it has been turned.

40,815. How long do you leave it, then?—Four or five or six years idle.

40,816. How many acres of wheat had you last year?—3½ acres. We are not a large family. We have no children, and we only raise enough wheat for ourselves.

40,817. How much barley, if any?—A little.

40,418. Oats?—About 10 acres. Two acres of barley and oats mixed, which we call "*siprys.*"

40,819. Now roots?—An acre of roots and an acre of potatoes.

40,820. How many cattle have you got?—11 cows, and two horses, and 10 or 11 cattle.

40,821. How many sheep?—14 Shropshire downs.

40,822. How much land did you mow for hay last year?—We had a good deal of land, but little hay.

40,823. How much did you mow—how many acres?—Nearly 15.

40,824. May I take it that the changes, going from one place to another in the rotation, is what you do with your farm pretty well every year?—Yes.

40,825. How many labourers do you employ?—One servant and myself.

40,826. Does he live in the house?—Yes.

40,827. What wages do you pay him?—16*l.* It is on the table, and the table is for 1893.

40,828. Then you have a servant-girl besides your wife?—Yes.

40,829. And pay her 12*l.*?—Yes.

40,830. Do you have to get extra labour at harvest time?—Yes.

40,831. About how many men extra do you get?—As many as we can get sometimes.

40,832. What do you pay them a day at harvest time?—2*s.* and their food generally.

40,833. I suppose the food that you and your wife take, and the servants have, is much what has been described to us by the other witnesses?—Yes, very much so, very similar.

Mr. *Griffiths.*

40,834. You are of opinion that really our landlords do not know exactly the position we are in as farmers at the present day?—Yes, I believe that firmly.

40,835. You are also of opinion that if they did know they would sympathise more with us than they do?—I believe so, just as I mentioned in my statement they are generous gentlemen, gentlemen full of generosity towards all good causes in the parish.

Mr. *Griffiths*—continued.

40,836. What in your opinion is the cause of this gulf between the landlord and the tenant?—I cannot say really quite.

40,837. Are you of opinion that they ought to come into closer connexion with one another and talk more freely to one another?—Yes, they ought; and, more than that, they ought to come and see their tenants to see what they are doing yearly with their farms.

40,838. Would it not be a good thing if the landlord's children who come into possession of estates, all had to go to a training college to learn farming, so that they might understand matters if they came to see?—Yes, undoubtedly.

40,839. If they did that they would understand the matter better?—Many of them do not understand.

Mr. *Brynmor Jones.*

40,840. I forgot to ask you, Mr. Williams, how many pigs you have got?—Four.

40,841. Poultry?—I cannot say—about 50.

40,842. Have you any turkeys and geese?—Yes, I have geese occasionally.

Lord *Kenyon.*

40,843. I have been looking at your account books, and have been much interested, Mr. Williams. I see from one item here that your father made cheese. In 1851 he sold 1,800 lbs.?—I beg your pardon, that book is not my father's. It was the tenant of Maes llanwrthwl.

40,844. Do they make any cheese in the district now?—Oh, yes, they do.

40,845. It did not fetch a very high price in those days?—They do not get much for it now either.

Lord *Kenyon*—continued.

40,846. The 1,800 lbs. fetched 15*l.*, about 17*s.* a cwt.?—Less than 1*l.* a cwt.

40,847. You get more than that now, I hope, do you not?—Yes, a little.

40,848. At least they do in my district, and I hope they do here?—It is in accordance with the quality.

40,849. Many of the other prices mean much about the same. I see barley about 4*s.* 6*d.* to 4*s.* 3*d.* a bushel. There is a large amount of beef at 3*d.* a pound—perhaps that may have been bull beef—and butter about 9*d.* There are some questions to be asked of you from Mr. Stephen, "Have you any information as to the "money spent on buildings on the Edwinsford "estate between 1853 and 1894"?—No, I have not.

48,850. "Are you aware that 3,000*l.* has been "lately spent by the landlord on one farm on the "Edwinsford estate?"—No, I do not know that.

40,851. "What is the present rent of Cwm-"gerwn Uchaf?"—30*l.*

40,852. Is it held on a lease?—Oh, no.

40,853. "What is your authority for the rents "you have mentioned as existing in 1853?"—The rate book.

40,854. "Should you be surprised to learn that the amount spent in permanent repairs on the farms you have mentioned belonging to the Dolaucothi Estate within the period named amounts to 1,540*l.* 2*s.* 10*d.*?"—I do not know.

40,855. You are asked would you be surprised to learn it?—They have splendid buildings there. They may have spent that amount.

40,856. Did they always keep their account books in English in those days?—Yes, in English as it is there.

The witness withdrew.

Mr. David Jones called and examined through an interpreter.

Lord *Kenyon.*

40,857. Have you examined this statement, and do you say that it is correct?—Yes.

[*The statement of the witness was then read as follows:*]

Evidence of David Jones, now of "George Inn," Llansawel; late tenant farmer, of Esgair, Llansawel.

Personal.—I live at present in the "George Inn," Llansawel, but I farmed Esgair from 1849 to 1881. The owner of the farm was Mrs. E. Morris, Garn, Aberbythych, from whom I rented the farm.

I took the farm on March 31, 1849, and the taking and rent rested on an agreement for a lease for 31 years at a rent of 65*l.* a year, with an allowance of 150*l.* for the buildings, which were all in a bad state of repair, especially the dwelling-house. In the first year I suffered much hardship and loss owing to the bad buildings. In the summer of 1850 the dwelling-house was rebuilt, and later on I had something of a barn of 40 feet and cowhouse. But in after years I was compelled to add a lot to them at my own cost, or be without them. All of it cost me much in money and much labour in horses to haul and workmen. But I never had a penny of the 150*l.* allowance which was promised me.

Lord *Kenyon*—continued.

In signing the agreement, it was an understood thing between us that a proper lease was to be drawn up by Mr. Lewis Morris, solicitor, Carmarthen, and handed to me, but I never had it

A few months after going to live at Esgair, I received a notice from Francis and Lucy Tuder—the first mortgagees of the estate, I afterwards understood—demanding me to pay the rent to them. The estate was in Chancery, and once the Chancery distressed on me for rent. Ultimately, Mr. Charles Bankes Davies Llwyndu, bought the farm. Then a law suit

Lord *Kenyon*—continued.

occurred between him and Mr. James Thomas, solicitor, Llandilo, and somehow or other I had to pay 50*l.* 17*s.* 4*d.* as my share of the costs in the action, which Mr. Davies lost.

In no long time, Mr. Davies began to molest me to pay more rent. He asked for 90*l.* He annoyed me from 1861 to 1869, then Mrs. Davies to 1879, with notices to quit almost every year, though he had bought the land knowing my lease lasted till 1879. In 1879, on the expiration of my lease, the landlord demanded a rent of 85*l.*, but he at last accepted 75*l.* A year after I left, and one of my sons is the present tenant.

PRICE OF LABOUR.—In 1849 the wages of the chief servant man was about 9*l.* and 6*l.* to the second servant man, and now from 20*l.* to 24*l.* to the chief servant man; the chief servant girl then got 3*l.* 10*s.*, now 15*l.*

All other labour was something like. 1*s.* a day was the price of the labourer (and often not that), and the same was the carpenter's.

Lord *Kenyon*—continued.

IMPROVEMENTS.—In addition to the buildings at Esgair, I made many other improvements, made hedges and enclosure, drained the land, &c., and I never received a penny compensation.

I brought up a numerous family, and they and I worked hard for years on the farm, but I never paid any of them one penny as wages for their work.

If Welsh farmers do not receive better support and fair play, and get the land for what it will pay, it would be better for them to take to some other occupation.

Mr. *Griffiths.*

40,858. You were unlucky in taking a farm under a landlord who got into difficulties. That is the real secret, is it not?—I had no help for that.

40,859. Could he help it, do you think?—The estate had got into debt, and had been thrown into Chancery a little after I took it.

The witness withdrew.

Mr. DAVID EDWARDS called and examined through an interpreter.

Lord *Kenyon.*

40,860. Have you examined this statement, and do you say that it is correct?—Yes.

[*The following statement of the witness was then read:*]

Evidence of DAVID EDWARDS, Groes Cayo.

I am a former tenant of Llwyn-di-nawed, in the parish of Cilycwm. In the year 1859 the agent of Lord Cawdor (the landlord) paid me a visit and drew my attention to the state of the outbuildings, and said that unless I repaired the outbuildings I would have to leave. I erected a barn entirely at my own cost and trouble, with the exception that the landlord gave the slates and timber.

I had to haul the stones and timber, and to send for the slates with my own cart and horses to Aberayron—a distance of over 32 miles, and I paid in wages to masons and carpenters over 20*l.* Lord Cawdor's agent's name who drew my attention to the buildings was Mr. Williams, Moreb.

After the barn had been built I heard that the farm was to be sold, so I inquired of Mr. Mousley, the agent, if it was true that the farm was to be sold. The agent said it was not true. I then asked if ever the farm was to be sold as I had spent so much on it would he give me the first chance to buy it. The agent said yes.

This request was repeated on another occasion, and the like promise of the first chance to buy was given.

I told the agent that I had a friend who would help me to pay for it.

Lord *Kenyon*—continued.

On the 25th of March 1867 I got six months' notice to quit. I went to the agent (Mr. Mousley) and asked why I got his notice. The reply was because "you owe of the last rent 3*l.* 10*s.*" I paid the 3*l.* 10*s.* and asked if I might have the farm as hitherto. The agent replied that I would never have to leave as long as I could pay the rent.

Six weeks before the expiration of the above notice to quit (September 29th) the under-agent of Lord Cawdor came to me and said that the farm had been sold to Mr. Campbell Davys, and if I wanted to keep on the farm I was to ask Mr. Campbell Davys for it. I went to Mr. Campbell Davys and asked if I might have the farm, and the reply was "No, you disturb "the game, and I wanted a National school in "the village and you opposed me, you must "leave the farm." I had only six weeks to look out for another farm or dispose of stock and produce.

When paying the last rent to Lord Cawdor's agent I pleaded I should be compensated for the barn for which I had paid in wages alone over 20*l.*, besides haulage, &c. I was allowed only 3*l.* 10*s.* I had the use of the barn only for seven years.

There are two cottages on the farm built by a poor man—a mason by trade. One built in 1836 (permission given by Lord Cawdor) entirely at the expense of the mason with the exception of the timber (given by Lord Cawdor) —the other cottage (adjoining the first), built about 10 years later. 5*s.* a year ground rent was paid Lord Cawdor. These cottages were

Lord *Kenyon*—continued.

sold with the farm, and there was no compensation given to the builder.

40,861. Did he have the farm valued by any independent valuer?—No, no one valued it.

40,862. Had you bills to show?—Yes, I showed the bills which I paid to the workmen.

40,863. How long was it after you built the barn before the farm was sold?—Seven years.

40,864. Were you in arrears with rent when it was sold?—No, I did not owe him a halfpenny.

Professor *Rhŷs.*

40,865. I understand that owing to the assurance of Lord Cawdor's agent, you did not expect to have to go out, although you had notice?—No, I did not.

40,866. As a result you had only six weeks to dispose of everything?—I had only six weeks.

40,867. What was thought in the neighbourhood of the case?—They blamed him exceedingly.

40,868. Blamed who?—Mr. Mousley, because he had deceived me. Mr. Mousley was the agent—they had been changed.

40,869. Had you this promise in writing at all?—No.

Mr. *Griffiths.*

40,870. How long had you been tenant of this place?—I had been brought up on the estate.

40,871. Was your father there before you?—My mother was there, not my father.

40,872. Anyone before her?—Yes, my grandfather.

40,873. You cannot go back any further, I suppose?—No, I cannot.

40,874. Who was this Williams you said was agent?—Mr. Williams, Moreb, was the agent of Lord Cawdor's estate at the first.

40,875. Where did he live?—At Llandilo.

40,876. Of whom did you ask consent to have the refusal of the farm?—Mr. Mousley promised me the first refusal, supposing it was sold. Mr. Mousley was the agent then.

40,877. When you paid your rent, did you keep this amount of 3*l.* 10*s.* back on any particular account?—One rent was due when we were paying the other on Lord Cawdor's estate—a full year was given us.

40,878. What was the whole rent?—18*l.* at first, and then raised 2*l.* 7*s.* when Mr. Mousley became agent.

40,879. It is said you had disturbed game. Were you a poacher at any time?—No, I was not a poacher, but I coursed them off the land if they caused any loss to me and my corn.

40,880. Did you keep a greyhound?—No, only two sheep dogs.

40,881. Was Mr. Campbell Davys' land adjoining you all round?—Yes.

40,882. I suppose Mr. Campbell Davys made an application for this bit of land because it was in the middle of his preserves?—Yes.

Mr. *Griffiths*—continued.

40,883. Otherwise it is not likely that they would have allowed you to turn out?—I do not know how things were between them. Mr. Mousley sold every farm in the neighbourhood of Cilycwm to Mr. Campbell Davys, without mentioning a word about it to the tenants that they had been sold.

40,884. Did some of the tenants suffer as you did?—Yes, they all suffered.

40,885. Did they claim any compensation?—No, I have not heard that they received any compensation, beyond that they grumbled that they had loss.

40,886. How much did you claim for your loss?—From 30*l.* to 35*l.* I claimed for everything.

40,887. Did you claim that sum from the agent or send him a bill?—I showed all the bills which I had incurred in building the barn to him, and he did not give me anything but 3*l.* 10*s.* for the whole lot.

40,888. Did you ever apply by letter to Lord Cawdor himself?—Yes, for clover seeds, but for nothing else.

Lord *Kenyon.*

40,889. Had you any particular lease or agreement which compelled you to repair?—No, none of the tenants had any.

40,890. Was there no verbal agreement with you whatever to repair?—No, nothing beyond that he said to me that the buildings were getting into a bad state, and that I would have to build a part of them, or else go away.

40,891. Is it the custom on that part of Lord Cawdor's estate for the tenants to do their own buildings, having been given slates and timber?—Yes, I have another case in point.

40,892. Do you wish to give it?—Yes. I came from there 27 years ago to live at Cwmgerwn, and I was there for 8 years. I received three notices to quit during those 8 years.

40,893. Who was the landowner?—Lady Drummond was then the landowner, and Mr. Long Price was the agent, I was an under-tenant then. I went from there down to Rhos-cwmluog to a place called Maes-y-pant. I was there four years. Evan Davies, who had been at Cwmgerwn before me, was an under-tenant then for 13 years, and he received 11 notices during that time. He was there 12 years after I left, and then he received three notices during the second 12 years he was there.

40,894. What was the reason of the notices? Was there any reason given?—It was a dispute about the labour.

40,895. The case of the sub-tenant?—Yes, the tenant who succeeded Evan Davies again had received notice to quit. They received 18 notices in the course of 35 years.

Lord *Kenyon.*

40,896. We quite understand sub-letting is a very bad principle, but we cannot go into the life of every farmer.

The witness withdrew.

Mr. Henry Lewis called and examined through an interpreter.

Lord *Kenyon.*

40,897. Have you examined this statement, and do you say that it is correct?—Yes, I do.

[*The statement of the witness was then read as follows:*]

Evidence of Henry Lewis, tenant farmer, Llety-wen, Talley.

Personal.—I shall give evidence respecting a farm called Tyrcelyn, on the estate of Mr. Herbert Peel, of Taliaris Park. This is a farm of about 100 acres of very poor land, and let at 65*l.*, or 12*s.* per acre. About three acres of this was planted with trees, without any reduction in the rent or compensation given for the loss of it. There were nine acres of woodland already on the farm, and the tenant had to mend the fences, though when taking the farm it was arranged that the landlord should mend all the plantation fences. No agreement was given to the tenant (my father), but he was offered a draft copy on the payment of 1*l.*

The buildings on this farm were very poor, straw-thatched houses, living houses and out-buildings, the tenant to find the straw, &c., and pay the thatchers; 36*l.* to 40*l.* worth of straw would not be enough to thatch all these buildings. In the living house the loft or upstairs was only one room, in which men and women had to sleep without any partition between them, with only one small window of about a square foot in size to give light, and so is the adjoining farmhouse called Cefnhendre. When my father wanted to get repairs done to the house he managed to get the landlord to see it, but he would not go upstairs for fear of tumbling down, but the tenant had to risk his life and family on this tumbled-down affair, and he never had the repairs done, only a small piece of flooring about three square yards, enough to turn and clean half-a-dozen chee-es on. When my father entered this farm, the former tenant had failed to pay for it, and my father would doubtless have done the same, had he not got three strong sons and two daughters to work for him without payment, and go out alternately on service to earn wages to help him to pay the rent. I was one of these, and paid the whole of my wages to him.

Security of Tenure Wanted.—Tenants do not feel secure in their holdings, as if they happen to think, or do contrary to their landlords, they get notice to quit at once. As an instance of this I can name John Davies, Gwaunforfydd, Cwmdu and Rees Williams, King's Head, Cwmdu, who voted in a Parish Vestry on some parochial affair against their landlady, Mrs. Morgan, late of Capel-hir, and they were obliged to quit the premises.

Lord *Kenyon*—continued.

Tyranny of Agents or Stewards.—A farmer went to his landlord and complained that his farm was too dear, and after years of complaining and arguing, he managed to get his landlord to reduce the rent by 5*l.* per annum, but then the steward went to the farmer and told him that he had helped him to get the reduction in the rent, and that the farmer had to give him a yearling heifer (which he had fancied) for his trouble, and so he had it. But in a year a change of landlords took place, and the 5*l.* was replaced in the rent notice and had to be paid, so the tenant had to lose the heifer and pay the 5*l.*, but the farmer having a little pluck sent two persons for the heifer, but the steward refused it, and it is in his possession now. I can give the names if necessary.

40,898. Have you something to add to your general statement?—No, nothing, except if you wish to ask me any questions.

40,899. When were the three acres taken without compensation?—About 30 years ago.

40,900. That was before the present Mr. Peel came into possession?—Yes.

40,901. Are you on friendly terms with the present Mr. Peel?—Oh, yes.

40,902. Mr. Peel does what he can in the way of building, does he not, or, at least, he told us so the other day?—I think that things are better now than they have been, but my father had not much in the way of building when he was there.

40,903. The present Mr. Peel does what he can on his estate, does he not?—I cannot say so much about that now, because I left the estate 14 years ago.

Professor *Rhŷs.*

40,904. Have these gifts to the agents been pretty common within your memory?—Not the chief agents like Mr. Price, but the under agent.

40,905. You mean some of the subordinate officials?—Yes.

40,906. Is that going on now? Is there ever any rumour that that scurce of thing goes on now in your neighbourhood?—This occurred the autumn of last year.

Lord *Kenyon.*

40,907. There was no question of a heriot or anything of that sort, was there?—Oh, no. He took advantage of the tenant.

40,908. Do you mind saying who the steward is. You need not give the name unless you like?—I am willing to give the name of the agent and I do not care whether I give the name publicly or privately

Mr. *Griffiths.*

40,909. By all means, let us have it?—Benjamin Evans, Byrgwm.

Mr. *Griffiths*—continued.

40,910. And the landlord?—Mrs. Morgan, late of Capel-hir. She now lives at Brighton.

40,911. But the place still belongs to her?—Yes.

40,912. What is the name of the farmer?—David Morgan.

40,913. You said some of the farm is planted with trees?—Yes.

40,914. And no allowance made to the tenant?—No.

40,915. Who paid the rates on this land?—My father paid the rates according to the rateable value, that is, in accordance with the rent.

40,916. The rate was not lowered?—No.

40,917. Then it is a fact, is it not, that in this farm there was no accommodation for servants to sleep without the two sexes being in the same bedroom?—No.

Lord *Kenyon.*

40,918. I have some questions put in by Mr. Stephen: "When were John Davies, of Cwmdu, " and Rees Williams, of the King's Head, " evicted"?—From five to six years ago. I am not quite sure.

40,919. "Did the farmer complain of the " steward's conduct after the change of land- " lord"?—No.

40,920. There are some questions by Mr. John Thomas, of Troedyrhiw: "How far is the parish " road from Tyrcelyn and Cefn Hendre? It " is a mile or more, is it not"?—About a mile.

Lord *Kenyon*—continued.

40,921. "Who keeps the road in repair"?—The tenants say it is left without being repaired.

Mr. *Brynmor Jones.*

40,922. Why do not they insist on the parish repairing?—I cannot say. It may be that the rates are too high to pay, for things as they are.

Mr. *Griffiths.*

40,923. Is the road a parish road; is it a highway?—No; a road kept by farmers.

Lord *Kenyon.*

40,924. The question is put again: Is the road in the parish of Llandilo leading to those farms a high road, and do the tenants keep it in repair? That is the question as it now stands?—No, it is not for a mile.

40,925. This is another question by Mr. John Thomas: "Is it not true that Mr. William " Thomas, Cefn Hendre, was two winters with- " out houses after an accident by fire, which " burnt the stable and barn and cowhouse"?—Yes, and my father was just the same when our cowhouse fell in, and he lost two cows, one in each winter, in consequence of not having suitable cowhouses to keep the cows.

The witness withdrew.

Mr. David Long Price called in and examined.

Lord *Kenyon.*

40,926. Where do you live?—At Talley House, in the parish of Talley, in this county.

40,927. You were agent to Sir James Drummond?—Yes, up to the close of 1889.

40,928. Is it with regard to Sir James Drummond's estate you wish to give evidence?—I have been asked to give evidence with regard to Sir James Drummond's estate, but before I do so I would ask leave to refer to some evidence that was given at Llandovery yesterday. It was evidence given by a person of the name of Daniel Davies with regard to a farm called Tynywaun, Cayo.

See 39,645–6.

Mr. *Brynmor Jones.*

40,929. He said "in some places advances have been made on the tenants' improvements." Is that what you refer to?—That is the paragraph. I have only a pencil note taken at the time, and I have it in this way: "At Tynywaun, Cayo, " the tenant Daniel Richards drained, &c. to the " extent of 150*l.* at least, the agent stating that " he would have peace to enjoy the improve- " ments."

Lord *Kenyon.*

40,930. Was the tenant Daniel Richards?—Yes. My note goes on: "But before the im- " provements were well finished the agent and " another man came and valued the farm and " raised the rent by 12*l.*, 6*l.* payable at once, " and the other 6*l.* in three years. Soon after " the tenant died, and his family left the place " which was untenanted for some time, and was " afterwards let at a lower rent." What I wish to say is this. The statement is altogether unwarranted, and the facts are as follows: In the year 1874 the tenant of Tynywaun was Eleanor Richards, a widow. Her husband had died shortly before then, and her son, Daniel Richards, lived with her in the farm. He asked me to assist him in completing some draining which he had already begun, and which he said he wished to carry on as circumstances would permit if I would pay for the pipes. I agreed to do this, and on the 18th May 1874 I paid him 3*l.* for pipes. On the 27th November 1877 I paid him another sum of 9*l.* 17*s.* 4*d.* also for draining pipes. On the 8th May 1879 I further paid him 5*l.* 2*s.* 8*d.* for draining pipes, and on 24th July 1882 I further allowed 4*l.* 11*s.* 9*d.*, being cutting

Lord *Kenyon*—continued.

32½ perches of drains at 1*s.* 9*d.*—2*l.* 16*s.* 10*d.*—and amount paid for drain pipes, 1*l.* 14*s.* 11*d.*, making a total of 22*l.* 11*s.* 9*d.* In addition to this draining Daniel Richards had also made a few drains in respect of which he asked for no assistance. These had been filled up with rab. When I valued the estate in 1878 my valuation showed an increase of 17*l.* in the rent, bringing it up to 79*l.* I had an interview with Daniel Richards, and I expressed my readiness to make a reduction which would fairly recoup him for his outlay, and his rent was fixed at 72*l.* instead of 79*l.*, being an average price of 8*s.* 3*d.* per acre, and he was perfectly satisfied with the arrangement. In 1882 he died somewhat suddenly, and his mother who was then an aged woman expressed her desire to give up the farm. Mr. Evan Williams, auctioneer, was then acting as her adviser, and it was through him that this desire was signified to me. I expressed my readiness to do everything possible to assist the widow, and agreed to take up the farm at the following Michaelmas without any notice to quit. Mr. Williams sold the effects at Michaelmas and offered to pay me the rent, but I said that he need not pay it until the usual time when the Michaelmas rents were paid, in the following January. I took over the manure and fixtures at Mr. Williams' valuation, and I never heard of any claim being made in respect of drainage or anything else until I was informed of the evidence given by Mr. Daniel Davies in the second court at Llandovery yesterday. Mr. Williams is present and can if necessary corroborate me in this statement. The farm was let at the following Lady Day to the present tenant at the same rent, namely, 72*l.*, but that rent has since been reduced to 65*l.* The rent was paid by Mr. Richard's son-in-law, I think, who also interested himself on the poor old woman's behalf; and I took over the manure and fixtures at Mr. Williams's valuation. I never heard of any claim being made by her or by Mr. Williams on her behalf, or by her two sons-in-law, or indeed at all of any arrangement or anything until I heard of the evidence given at Llandovery. Mr. Williams is here to-day, and he can confirm that statement if you wish. It is true that the farm remained unlet for a short time on account of the tenant giving it up without notice. No one contemplated it was to be a vacant farm, and I allowed the widow to remain there for several weeks after the current year without asking for any payment of rent after Michaelmas. It was let immediately; but the occupancy did not begin until the 25th of March following. It was let, at the same rent, 72*l.*, but it has since been reduced to 65*l.*"

40,931. How long was it at that rent of 72*l.*—after the man's death, I mean?—About two years, my Lord.

40,932. And then it was reduced?—Yes.

40,933. What was the date of the reduction?—I think the date of the reduction was about 1886 or 1887. I am speaking from memory.

Lord *Kenyon*—continued.

40,934. When the times were getting worse?—Yes; the times were very bad and it was a poor farm.

Mr. *Brynmor Jones.*

40,935. I think you said that this statement of Mr. Daniel Davies was wholly unwarranted?—I think so.

40,936. Do you think the account you have given justifies your saying that his account was wholly unwarranted?—I do.

40,937. Just let us see. Do you deny that the amounts that were paid for the pipes and in respect of which you paid him the sum you have mentioned, with the value of the draining which was done by Daniel Richards came to about 150*l.*?—I say you are assuming that the drainage to the amount of 150*l.* was done.

40,938. I ask you?—As a matter of fact, the entire value of the drainage, if it had been paid for at full draining price, would not have been 50*l.*, much less 150*l.*

40,939. How much was it?—I only heard of this last night, late. I cannot tell you exactly, but I know every field on the farm. It was part of three fields; it was draining done irregularly, and some part of it as I have said was done in a very crude way.

40,940. This is 20 years ago?—It is.

40,941. Did you or anyone on your behalf state that he would have peace to enjoy the improvements?—I have no recollection of such a conversation. As a matter of fact he would have had, and he would have been there now if he had lived.

40,942. Very likely you did say it?—At that time the position of a tenant on the Edwinsford Estate was so well assured that no one doubted for a moment that he would remain there.

40,943. How many years afterwards was it that you came to value the farm?—In 1878.

40,944. What had been the rent in 1878?—55*l.*

40,945. What Mr. Davies says is that the rent was raised by 12*l.*?—So it was at that time.

40,946. His statement is not wholly unwarranted then?—It is wholly unwarranted, inasmuch as it leads to the inference that he had done a large amount of draining at his own expense, whereas it was partly at the expense of his landlord.

40,947. In the re-valuation upon which you raised the rent by 12*l.* you took into account the drainage?—If you please, I allowed 7*l.* a year back out of my valuation.

40,948. That only brings it down to 72*l.*?—Yes, that only brings it down to 72*l.*, but in allowing 7*l.* a year, if you add the 7*l.* a year during the time that he lived to the amount paid by me, it is more than the actual cost of the drainage.

40,949. What made you go and re-value the farm?—I valued the whole estate at the time Sir James Drummond became of age.

Lord *Kenyon.*

40,950. How many acres was this draining? Could you say roughly?—It is difficult to say, because I do not think either of the fields was wholly drained, only some portions. I should say perhaps the whole drainage would not have been more than about six to seven acres.

40,951. And some of that I understand was stone drains?—Some was very roughly done, merely filled up with "rab."

Mr. *Brynmor Jones.*

Really the difference between you comes to this, that he estimates the value put into the drainage at a very much higher figure than what you do. Of course I have not the slightest reason to doubt what you say, because you are speaking from figures and he is speaking from hearsay evidence.

Lord *Kenyon.*

40,952. If it is a matter of six acres only I think it would be impossible to amount to 150*l.* from what I know of drainage?—First-class drainage can be done from 8*l.* to 9*l.* an acre, as any of you gentlemen well know.

40,953. The statement made by the witness was that Daniel Richard drained, &c.?—He did.

40,954. You have dealt with draining only. It is quite possible that Daniel Richards did a good deal besides the draining to improve the farm?—He did not. I know exactly what he did do. I knew the man personally from his boyhood.

40,955. If there was no improvement how do you justify the increase of the rents?—Because the old original rents were extremely low, and had been so for many years, and the value of land produce had gone up enormously.

40,956. That was just before the bad year?—That was immediately before the bad year; the worst year we ever had.

Mr. *Seebohm.*

40,957. There was one question which I asked of Mr. Dudley Drummond, and he said it would be answered by you, and I am anxious to have a clear understanding of that question—the estimate of the rise in rents during the last 30 years which is got taking the gross rental of the two periods?—I can give you the evidence on that point shortly.

40,958. We want to know whether it is true or not that rents have risen something like 34 per cent. as that evidence shows?—Subsequent to 1861 considerable outlying portions of the Edwinsford estate were sold and other lands of large extent from time to time bought. The rents of these purchased estates were fixed by valuation at the time of their acquisition—these valuations being made by outside valuers, not by myself—and practically remain unchanged, or if changed, I believe, the change has always been in reduction. I have gone carefully through the estate documents and I have compared the present rentals of the original portion—the main portion—of the estates with those fixed in 1830-1. The figures show, as the ultimate result of the two last valuations, an increase in the rentals of about, as near as I can make out, 17¼ per cent. I should tell you shortly now that the old rents of the Edwinsford estate were fixed originally in 1830, when the late Sir James Hamlyn Williams succeeded to the estate upon the death of his father. They remained as fixed then until 1863. There was a valuation in 1863 after Sir James Williams' death. It remained then to 1878, when Lady Drummond died, and there was another valuation on her son the present Sir James Drummond attaining his majority. The result of the two modern valuations as compared with the old rents has been an increase of 17¼ per cent.

Mr. *Seebohm*—continued.

40,959. Would that be from 1863 to 1893?—No, from 1830 to the present time.

40,960. From 1863 it would be still less?—Yes, the figures given in another place were misleading, because a few of the most highly-rented farms had been selected and put together to produce a certain result, whereas I have taken the whole of the old farms on the estate in which there is no change of area and circumstances, in fact the figures that I have taken all through, represent three-fourths of the entire estate, and I shall be very happy to hand them in.

Mr. *Brynmor Jones.*

40,961. That does not show that the calculation as to those particular farms is incorrect?—If we had time to compare them, I could show it to demonstration, because I have those figures here.

40,962. For those particular farms?—Those particular farms, but they have omitted the other figures that I have got.

40,963. Quite so?—Those figures have been apparently made in proof of a certain contention.

Lord *Kenyon.*

40,964. Are those particular farms correct?—I never saw them until to-day.

Mr. *Seebohm.*

40,965. Those figures given this morning were, I take it, from the assessment return?—They were no doubt correct.

40,966. There is no sort of collusion about it. It is simply to get at a fact for one single thing—the assessed value of this parish—and that there was a rise between the gross rental in 1864 to 1893 of 34 per cent.?—No doubt it may have been so.

40,967. The question is whether that is a good guide?—It is not a safe guide, *qua* this estate, because the figures I give are absolutely correct. They are taken from the authenticated estate accounts, and they represent the actual increase on that portion of the estate; but the very great increase in the rents of the purchased estates would no doubt increase the result as regards

Mr. *Seebohm*—continued.

the parish returns, because several of these farms which have been quoted to you as being raised very heavily were bought for enormous prices when they were let at very low rents, and in many instances the rents were doubled.

40,968. Have you reason to believe that the gross rental in the assessment of 1864 fully represented the rental at that time?—I should be disposed to think so. I do not think for a moment that the figures would be tampered with.

40,969. But in the estimation of the value they took the actual rental?—I have no doubt they did.

40,970. You do not contest the principle of the figures as applied to the particular farms which are mentioned?—I do not. I have not time to examine them, but I have no doubt they are right.

Lord *Kenyon*.

40,971. You say from one case we cannot learn the whole?—Yes.

40,972. It is not a case of *ex uno disce omnes*?—Quite so. I say as regards the Edwinsford estate the nearest practical result I can arrive at after great trouble is that the increase from 1830 to the present time is about 17¼ per cent.

40,973. On that estate?—Yes, on that estate.

40,974. You say, on the statement you have handed in, 12½?—I was going to correct that. These which I hold in my hand are the correct figures.

40,975. We are sorry not to be able to take your evidence to-day, Mr. Price, but if you will communicate with the Secretary we shall be glad to take your evidence at some other time if you could make it convenient to attend?—I will endeavour to do so.

Examination continued at Carmarthen, 42,247.

Adjourned.

FIFTIETH DAY.

Magistrates' Room, St. Clear's, Carmarthenshire, 20th April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord Kenyon.
Sir John Talbot Dillwyn Llewelyn, Bart.
Mr. David Brynmor Jones, Q.C., M.P.
Mr. John Morgan Griffiths.
Mr. Edwin Grove.
Mr. Richard Jones.
Mr. Frederic Seebohm, LL.D., F.S.A.

Mr. Cecil E. Owen, Assistant Secretary

Rev. R. Morgan called and examined.

Chairman.

40,976. You are an Independent Minister, residing at St. Clear's?—Yes.

I tender evidence from the County Council Division of St. Clear's, Carmarthenshire, comprising the parishes of St. Clear's, Llanginning, Mydrim, and Llanfihangel Abercowyn, consisting of 16,924 acres, with a population of 2,836. The principal proprietors of the land are Sir C. G. Phillips, Bart., Picton Castle; Mrs. Powell, of Pencoed; The Ecclesiastical Commissioners; Mr. Hughes, Tregib; Mr. J. Beynon, Trewern; Sir Marteine Lloyd, Bart., Bronwydd; Messrs. Buckley, Llanelly; R. R. Carver, Wenallt; Beynon, London, &c.

Ownership.—The principal landowners are absentees, as a rule; they are different in politics, religion, and language to the tenants: the agents employed by them to manage their estates have had, as a rule, no special training for the supervision of land—generally they are lawyers, or younger sons of landed proprietors. This causes much inconvenience to tenants; such agents are not able to appreciate duly the difficulties which hamper the tenants in relation to the best mode of cultivating the land so as to make it profitable to meet existing circumstances.

Occupation.—The usual date of entry in this district is September 29th, and farms are generally let from year to year. For the last 15 years there has been no demand for leases, because the value of produce is cheaper, and has had the tendency to become cheaper year by year, and the price of labour has increased greatly, so the farmers have no heart to bind themselves down to agreements that are likely to become too burdensome to fulfil. The condition of leaseholders who had leases 50 years ago, and above is much better, but their farming, as a whole, is not superior to the yearly tenants. Not many changes have taken place here, more than may be expected from death and the like natural causes.

Chairman—continued.

Hardships.—This district has not been free from cases of hardships.

No. 1.—Llwynpiod, 102 acres, in the parish of St. Clear's, on the Penycoed estate. It was taken by Mr. David Thomas about the year 1856, at 179*l.*, including all rates and taxes; but in the year 1871, when the Education Department demanded that a school board should be formed for the parish; Mr. Timothy Powell, the then landlord, raised the rents of Llwynpiod, New House, and Railway Tavern, the adjoining farms, by 5*l.* each, from September 1871, on account of the anticipated school board rate. The first school board rate, however, was called October 17, 1873, so there were two items of 5*l.* each from the three above-named farms paid by the tenants to the landlord for school board rates, when the landlord had paid nothing to the overseers. Then the first two calls made by the school board in October 1873–4, and October 1874–5, were at the rate of from 1*l.* from each farm, being a net gain to the landlord of 12*l.* a year—24*l.* for the two years. Then the school board rate from 1876 to 1893 is between 8*d.* and 9*d.* a £, being a clear gain to the landlord of over 2*l.* a year from each of the three farms, making a total net gain from 1871 to 1893 of 180*l.* The landlord has done nothing to encourage the board school, but rather discountenanced it. *See* 40,982.

No. 2.—Then in relation to the above-named farm, Llwynpiod, the said David Thomas retired in favour of his son, John Thomas, in the year 1882, and the rent was raised by 20*l.*—25*l.* on the original taking by the father. No reason, *See* 40,988.

Chairman—continued.

whatever, was given for the additional impost, ultimately, three years ago, the rent became too burdensome, and so the son went off to Glamorganshire.

See 40,996, 41,215. No. 3.—DOLAUMAWR, a small farm, in the parish of St. Clear's. The tenant, Mr. David Thomas, was sold up by the landlord, Mr. John Williams, Cwm Mydrim, for rent. The said tenant was a remarkably industrious and sober man. Several tenants have left since, and the farm is vacant now.

No. 4.—PARKGLAS.—Owner Mrs. Saer, Pembroke, acreage 32; the rent of it was 32*l.* 33 years ago, and was held by William Good. Then on William Good giving it up, about 1860, it was taken by John Davies at 65*l.* He held it for 15 years at the amount specified. Then a change took place in the nature of the holding, and the landlord took a field of 6 acres, and attached it to another holding at a rent of 20*l.* without allowing any compensation whatever to the said John Davies for the loss of the field, which was reckoned as the best plot on the farm. Nor has any allowance been given to the present tenant, Edward Thomas, for the loss of the field. The rent is still 65*l.*

See 41,190. No. 5.—CLUNCAR, in the parish of Llanginning, owner Mr. Thomas Howell, Llanfynydd. Small farm of 28 acres. The tenant, David Perkins, took it in 1884 as a yearly tenant. He limed all the farm; he set up new gates and posts, erected new sheds, mostly at his own expense, and worked hard on the farm for five years, and had greatly improved it. Then, at the end of five years, he had notice to quit, and was obliged to leave, because he voted for a guardian, at the election of guardians, against the will of the owner, without any compensation whatever, and what was due to him from the owner, according to the agreement for the farmyard manure, was not allowed him before he was threatened with a law suit.

See 41,006, 41,216. No. 6.—TREVENTY, 461 acres. Owners, Ecclesiastical Commissioners. Tenants, Messrs. W. and T. Evans. They erected pig-styes and open sheds in 1873 at the request of the landlord, who promised to defray the expenses, but before the allowance was made the estate was sold to the Commissioners, who repudiated the liability to pay, and they refused to allow anything by way of remuneration.

Treventy, Foxhole, and Pantdwfn were held by Mr. Walters, 42 years ago, at a rent of 8*s.* per acre. Now the property, comprising 1,400 acres, is rented by the Ecclesiastical Commissioners at 33*s.* per acre, an increase of over 300 per cent.

The above enumerated hardships are typical of what is common in the district.

No. 7.—Compensation is very seldom given to the tenants for damages done in timber cutting. As a rule, no notice of compensation is given in resuming any plot of land for building or planting, or for damages done for quarry operations.

Chairman—continued.

AGREEMENTS AND LEASES. — The usual conditions of tenancy may be seen from copies of agreements herewith produced. The clauses thereof are considered oppressive in the extreme, the general effects of them are discouraging tothe farmer. The penalizing clauses are common and heavy, but they are not often enforced for the simple reason that they are not transgressed. The general effect of these clauses is, that they have an immediate tendency to leave on the minds of the tenants a sense of inferiority, and to foster within them a servile spirit, utterly unfavourable to develop a manly character. The agreements are generally paid for exorbitantly by the tenants, and explained to them by trusted friends.

The amount of rent varies considerably, from 15*s.* to 35*s.* an acre. It is generally fixed at a gross sum. And as seen from above, it is far from uniform. The rent of the smaller tenantry is, as a rule, higher than on larger farms. No services are rendered, as a rule, by tenants in respect of their farms. Some landlords advertise farms they have to let, but they are not always given to the highest bidder, but advantage is taken of the highest bid given, to entice the desirable candidate in the eyes of the owner, to come up to it, and thereby secure the dear prize. Arbitration is never resorted to as a means of settling or re-adjusting rent. The rents in many places have risen 100 per cent. during the last 50 years. Temporary abatements have been rare. The rents are raised or reduced, as a rule, not on a re-valuation or fluctuation of prices, but in a perfectly arbitrary way. The payment of the rent after it has become due is in two or three months according to custom. The effects of preferential claims for rent cause the tenants to neglect the claims of tradesmen, workmen, &c., and it greatly interferes with their general family comforts. It is felt that this preferential claim for rent is unjust in principle. The landlord has his land to fall back upon in the case of tenant's failure, whereas other creditors lose their all by his failure.

RATES.—The local rates have increased within the last 20 years over 50 per cent., and all are paid by the tenants. The Grove, Llanginning, for example, in 1878, paid 8½*d.* in the pound in rates, now it pays 1*s.* 6*d.* in the pound.

SIZE OF FARMS.—The average size of farms is from 100 to 140 acres. Holdings have not been in any important degree consolidated. The general effects of consolidation are not considered favourable to increase of production, and labour is thereby curtailed. The object in view, where consolidation has taken place, was to avoid building. Population and inhabited houses have very materially decreased. Subletting has not taken place on a large scale, but where it has been practised it is with the general result of raising the rents. Subletting has been resorted to by farmers sometimes, when hard up to pay the rates and taxes, &c. Small holdings are farmed better

Chairman—continued.

than large ones, because more labour is applied to them. The small holders are better to hold out under hard times of trade depression, and, according to the size of their holdings, they are as able to provide for their families as larger farmers are.

Cultivation.—There is a great scarcity of labourers on account of there being no cottages on the farms, and the farms, &c., are therefore greatly neglected. The land is capable of producing much more if more labour, skill, and capital were applied to it. But as things are now, such as high rents, high taxes and wages, with uncertainty of tenure, the low value of land produce, and the possibility of rents being raised on the farmers, own efforts and improvements, all these combine as deterrents to good farming. Arable land has been laid down in pasture invariably at the expense of the tenant; he could not stand his ground at all were it not for these changes, such as root crops, &c.

See 41,219.

The landlords as a whole make no improvements, they are all made by the tenants, and in some cases rents are raised on the improvements made. No compensation is ever given on improvements carried conjointly by landlord and tenant. There are no customs here interfering with the working of the Agricultural Holdings Act, but several landlords have contracted themselves out of it. As a rule, farmers do not apply for their landlord's written consent for specific improvements, because the rents are already too high for tenants to afford to lay out money on improvments, and the farms on this account have of late been getting worse in their condition. Next to nothing is allowed to out-going tenants for permanent improvements, and instances can be adduced where tenants have failed to have sufficient compensation for them, and not in any case can instances be adduced where compensation has been given for general improvements.

Agricultural Education. — Some of the farmers' sons and even daughters are attending night schools in the winter to study agricultural subjects, and this year a number of farmers' daughters have availed themselves of the dairy school under the Agricultural Department of the University College of Wales, which it is believed, will be productive of good. Facilities for disposal of produce are very costly, railway rates being excessively high.

Co-operation and Combination.—Practically nothing is done in this way, with one exception—the butter factory at St. Clear's—and that is not taken up with eagerness at all. Benefit and life assurance societies are not taken to, to the degree their usefulness demands.

The General Condition of the Farming Population.

1. *Proprietor Farmers.*—There are not many peasant proprietors in the district. There are not many tenant farmers that have bought either their own or other holdings for their occupation. The general inducement to buy their holdings is distrust in their being left in their holdings in case any change should take place either in the mind or the circumstances of the landlord. Fear is an underlying element in the inducements to buy holdings. The purchase money, as a rule, is excessive. In many cases the interest is more than the rent. The usual interest is 4 per cent. In most cases, under these circumstances, the freeholder is worse off than when he was a tenant farmer.

Chairman—continued.

2. *Tenant Farmers.*—Tenant farmers and their wives take part in the manual labour of their farms. The farmers take part in the out door work, and the wives in all the indoor work, such as milking, cheese and butter making, and the general household work. Farmhouses are more workshops than homes. The children often work at home, and are not in receipt of wages. They are supplied with food and clothes as the family funds will permit. Then when the children marry, in most cases, their parents are not able to give to each of them what they were entitled to according to the value of their wages as workers on the farm. It is a common thing here that the farmers' children are obliged to rise early to do farm work before school hours, and to work at home after school hours, and are obliged to be at home often from school to do farm work, whereas the workmen's children are free to attend school, and thereby are better qualified to fight the battle of life than the farmers children. There are instances of children sending, from their wages in the works and elsewhere, money to help their parents to pay the rent. In many cases present rents could not be maintained if wages were paid in respect of their children's labour.

3. *Labourers.*—The proportion of the hired labourers depends on the number of children in the family that are able to do farm work. Generally speaking, it may safely be said that one-third of the work is carried on by hired labour. The hired unmarried labourers are lodged on the premises, and the married ones are settled in cottages. The rule is, that the labourers live on the employer's finding. The wages of hired females average 12*l.* per annum, and the wages of hired males sleeping on the premises, from 15 to 21 years of age, average 17*l.* per annum, and their keep 12*l.* each per annum. The cash wages of married labourers are 9*s.* per week, and their keep, then, with other perquisites, such as rent of cottages and garden, the carting of coal, land for potatoe setting, would amount to 15*s.* 3*d.* per week. Wages have risen during the last 50 years by 400 per cent.

The following is extracted from the Grove Llanginning) account book :—

Hannah Thomas	-	3*l.* 15*s.* 0*d.* in 1847.
Mary Tucker	-	3*l.* 0*s.* 0*d.* „ 1841.
Mary Tucker	-	3*l.* 3*s.* 0*d.* „ 1842.

Chairman—continued.

The above, at the present day, would get from 12*l.* to 15*l.*

Labourers received 8*d.* a day at harvest time in 1847. Now they get 2*s.* to 2*s.* 6*d.* a day.

Hired servant men in 1848 received 5*l.* In 1850 John Davies, at the Grove received 4*l.* 10*s.* Now they get from 18*l.* to 20*l.*, and often from 25*l.* to 30*l.*

The labourers, both male and female, are mixed at meals, and in the evenings the males sleep in the out-houses, and the females sleep in in the farmhouses. It cannot be said that cottage accommodation is improved at all. It is simply wretched as a rule, nearly as bad as it was 50 years ago. The sanitary arrangements are far from modern requirements in towns and villages. One of the results of this is that labourers leave the country for more desirable houses and associations. The most enterprising young men and women leave as soon as they see that they are able to better themselves.

4. *General.*—Estate owners live in superior houses of the best description, from every point of view—as to architecture, modern sanitary appliances, and beauty of surroundings—in ease and luxury. Large proprietor farmers live in plain homely houses, with accommodation commensurate with their wants. With regard to small proprietors and tenant farmers, it cannot be said that farmhouse accommodation is good in proportion to the rents paid and the number of persons required on the farms. The accommodation is cramped, confined, and unsatisfactory, and the outhouses are insufficient, inconvenient, and in many cases they are dangerous to the lives of the stock, and a disgrace to the owners. Diet is greatly improved, but not in any way luxurious. The opportunities for self-improvement are not numerous. Some evening classes are held in the board schools for science teaching. Some farmers' children and others avail themselves of them. As a whole, it may be safely said that the general comforts of the labourers are much better than they were years ago. The introduction of machinery has lessened their hours of labour, their tables have been improved by importation of cheap food from other countries. But their comforts have not, by any means, kept pace with the advantage enjoyed in the mining districts and towns. So there has been a great migration of farmers' sons to America, and the labourers to the local works and towns during the last 40 years, so that each census for this period shows a great diminution in the number of the rural population.

Workmen's cottages are permitted to fall down, and a new workman's cottage is a very rare thing, and the few rare ones are invariably built by the workmen themselves on leasehold plots of from 40 to 70 years' duration, at the exorbitant ground rents of 6*l.* to 10*l.* an acre, for very inferior land, and the cottages are to be delivered, at the expiration of the leases, in substantial repair to the landlord.

The present trade depression commenced about 1875. The prices of cattle have come

Chairman—continued.

down 50 per cent. The causes of the depression are exorbitant rents, the importation of land produce and cattle from America and the Colonies, with bad seasons at home. I cannot see any remedy to this state of things but that the rents must come down radically, and be adjusted by land courts, with free cultivation, compensation for all improvements made, abolition of the game laws, the branding of all foreign produce, much better farmhouses, and more labourers' cottages on the farms.

GENERAL RELATIONS OF LANDLORD AND TENANT.

It cannot be said but that it is upon the whole friendly, but decidedly it is not such as to develop a frank noble character in the tenant. The conditions of his existence as a tenant farmer are most unfavourable. The knowledge which the tenant carries within him at all times, that he is dependent on the will of the landlord for the holding of his farm, and liable at any time to be turned out, or to have put upon him some vexatious conditions in relation to game or trespass, or at election times to have his liberty as an elector interfered with—to live always in such an atmosphere has a tendency to create a feeling of dread and depression, and to foster a servility which undermines his manhood and manliness to an alarming degree.

The landlord should be made to contribute towards the local rates in proportion to the requirements of the locality where his land is situated.

This report was adopted by a meeting of representative tenant farmers and others, as being a fair representation of the state of things in the district, to be presented to the Land Commission in Wales and Monmouthshire. The meeting was held at the St. Clear's Board School, July 13th, 1893, Mr. Thomas Evans, Treventy, ex-county councillor, in the chair.

The Commissioners conferred.

Chairman.

40,977. With reference to the different cases of hardship you have mentioned in your evidence the Commissioners think that under ordinary circumstances such evidence should be given first hand. That is to say, the cases should be brought forward by the persons themselves. However, we understand that you, sir, are deputed as the spokesman, and were elected as such at the meeting held on July 13th at St. Clear's Board School?—Yes, that is so.

40,978. Are the gentlemen referred to in the room?—I believe they are every one.

40,979. And they are prepared if necessary to come forward to substantiate the statements you have made?—Yes.

40,980. An objection has been raised to this evidence being taken second-hand. Of course it must be quite understood that if there were any statements made by the representatives of

Chairman—continued.

the landlords, and they were objected to as being second-hand, it would be necessary, for the landlords to come forward exactly in the same way as the tenant farmers and substantiate the statements made?—The first three grievances can be substantiated by Mr. David Thomas, the tenant of one of those farms.

40,981. Is Mr. David Thomas in the room?—Yes.

The witness withdrew.

Mr. David Thomas (of Nant y Grove) called and examined through an Interpreter.

Chairman.

40,982. You have heard the evidence given by the reverend gentlemen with regard to your own case?—Yes.

See 40,976. Hardship," Nos. and 2.

40,983. Is it absolutely correct and true?—I cannot prove all of it to be correct, because the statement about what the landlord paid and what he gained I cannot prove, as that is a statement taken from the parish rate books, but that the landlord advanced 5*l.* in my rent against the rate is quite correct.

40,984. The only thing you are not responsible for is the gain of the landlord as calculated from the rate book?—Yes, because I was not a ratepayer, so that I did not interfere in the matter.

40,985. Otherwise it is accurate and true?—Yes.

Sir *John Llewelyn.*

40,986. Do you know why the rent was advanced 5*l.*, was it for any specific purpose?—For the school rate.

40,987. You were informed that that was the reason?—Yes. The landlord came over to me and said—"the Act is passed to have a school "rate, and I am not going to pay it. I think "there were plenty of rates before"—so he said "you can do as you like." He came over on the 24th of March and said if I was not willing to pay it I should have notice the next day—so that I agreed to pay—the landlord was the master.

Chairman.

40,988. We are much obliged to you for coming forward. Then the second case is stated thus: "The said David Thomas retired in favour "of his son, John Thomas, in the year 1882, "and the rent was raised by 20*l.*" ?—Yes.

Chairman—continued.

40,989. That is also true then?—Yes.

40,990. Your son found that the rent was too severe, and he went off to Glamorganshire to try to do better?—Yes.

40,991. Where do you reside now?—Just outside the village here, Nant y Grove.

40,992. You have left the old farm?—Yes, I have been living nine years since than at Ostry outside St. Clear's.

Mr. *Brynmor Jones.*

40,993. Was it a prosperous time in 1882? I mean was there any justification for raising the rent 20*l.*?—That was an exceptional year. I do not think in the memory of man there was a better year. I sold some fat lambs here on the 1st of October for 10½*d.* per lb., my son sold them the next year for much less, and in two years he sold the same number of lambs, that is 20, and his lambs were 5 lbs. each heavier than mine, and he sold for 19*l.* less than he did the year before. I give them credit, if times held out, the place would not be too dear.

40,994. Has the rent remained at that sum ever since?—I suppose it has.

Mr. *Griffiths.*

40,995. What had you for your lambs last year?—I have not had any lambs this last 12 or 13 years, but they were less last year again, and much less too. The lambs I sold at that time for 2*l.* 5*s.* 6*d.* were sold last year for 25*s.* or 27*s.*

The witness withdrew.

Mr. David Thomas called and examined through an interpreter.

Chairman.

See 40,976 Hardship," No. 3.

40,996. Have you heard the reverend gentleman's statement with reference to the case of the farm Dolaumawr?—Yes.

40,997. Is it true and accurate?—Yes, quite correct.

Chairman—continued.

40,998. What are you?—I am now a labourer, living near Capel Sion, but I was then a tenant farmer.

Re-examined, 41,215.

The witness withdrew.

The Rev. R. MORGAN recalled and further examined.

Chairman.

40,999. Now with regard to the case of Mr. William Good?—He is dead, my Lord.

41,000. Is there any representative of the family in the room?—No

41,001. Is Mr. John Davies in the room?—He is dead, but he has a son-in-law here who has been his successor in this farm. It is possible he is here.

Chairman.

Mr. Vincent, you do not object to a witness saying anything which comes within his own knowledge.

Mr. *Vincent.* I object to the witness giving second-hand evidence, which cannot be within his own knowledge, conversations and that sort of thing.

Chairman.

Is there any objection to the case of Mr. William Good. We wish to do everything as straightforwardly as possible in the interests of both the landlords and tenants, and that there should be no favour or affection on either side. We are prepared to go to any amount of trouble to get at the truth.

Mr. *Vincent.* Allow me to show my objection to this case. I do not see, at present, how the witness can know whether compensation was or was not paid to John Davies; except on John Davies telling him, and that would not be evidence.

Chairman.

Will you, Mr. Llewelyn Williams, take it for what it is worth, although it is challenged?

Mr. *Llewelyn Williams.* Yes, my Lord.

Chairman.

Take the next case, that numbered 5.

Mr. *Vincent.* The whole of that case would be within the knowledge of David Perkins, and not within the knowledge of the witness at first sight. The ordinary rule would be that they must produce the best possible evidence if they can, or give a reason for not doing so.

Chairman.

41,001*a*. Is Mr. David Perkins in the room?—He will be here presently. He has been about the room, and he is prepared to answer.

41,002. That the information he gave you is accurate?—Yes, he will be here presently.

Chairman.

I am authorised by my brother Commissioners to say that we are perfectly satisfied with this evidence. We are perfectly satisfied that the reverend gentleman was deputed to give this evidence, and that it was given accurately to him by those whose names appear on this paper.

Sir *John Llewelyn.*

I see no objection to receiving from this gentleman everything that comes within his own knowledge. If he can speak of his own knowledge to the rent being so much for one year and so much for another, there is not the slightest objection to receiving the evidence. I go further and say if he has been deputed to say so by anyone else, that person being dead, he having told him so, that is also receivable.

Chairman.

The Commissioners are perfectly unanimous on that point.

Sir *John Llewelyn.*

I think we followed the right course with regard to Mr. David Thomas. He was here in the room, and he corroborated what was stated.

Mr. *Griffiths.*

41,003. What are we to understand by "an absentee landlord," which you mentioned under the head of "ownership"?—The landlords who do not live in the neighbourhood.

41,004. In the county?—In the circuit which I described. I may say there is a gentleman here wishing to come forward in support of the Treventy case, I referred to; he is Mr. Thomas Evans, County Councillor, Treventy. He was the chairman of our meeting.

41,005. He corroborates that case?—Yes.

The witness withdrew.

Mr. Thomas Evans (formerly of Treventy) called and examined through an Interpreter.

Chairman.

41,006. Is the statement of the Treventy case, as given by the reverend gentleman, accurate?—There are other things I should like to say, because some things occurred afterwards.

See 40,976. ("Hardship," No. 6.)

41,007. If you wish to come forward and give evidence you will please do so afterwards, because that would be distinct evidence. So far as it goes it is accurate?—Yes, so far as it goes it is accurate; but a good many things happened after the 16th of July in connexion with that between me and the landlords.

Chairman—continued.

41,008. You vouch for the case as it stands?—Yes.

Re-examined, 41,216.

The witness withdrew.

The Rev. R. Morgan re-called and further examined.

Mr. *Griffiths.*

41,009. You say that there has been no demand for leases of late. People are afraid to take them, I suppose?—Yes, exactly.

41,010. Why do not tenants generally take them?—They are afraid because of the tendency of the goods to come down and the rates to go up, and they are afraid to bind themselves to leases.

41,011. Then as to the first case of hardship you mentioned. Did the landlord take to paying the school rate himself?—Yes.

41,012. Why should he interfere with the tenants. They are the ratepayers?—He was paid all rates previously. Then, in anticipation of a school board for St. Clear's, he raised 5*l.* on each of the three farms to indemnify himself.

41,013. He has benefited thereby?—About 180*l.* in the meantime, from 1871 to 1893.

41,014. Have the tenants made any objection to the landlord?—They were afraid.

41,015. Afraid to mention it?—Yes.

41,016. Is it a fact that many tenants are afraid to come forward and give evidence?—Yes, a great number. I never thought there was such terror in the country as I find in connexion with gathering the information for the making up of my statement.

41,017. Do you suppose that the landlords of the district would really interfere?—I cannot say that; but why should they be afraid though? From where does the fear arise? It has a cause somewhere.

41,018. Why should they depute you to come forward. Why should not the tenant farmers come forward themselves?—I do not know; I cannot say. I am not afraid.

41,019. Then in regard to the tenant of Dolaumawr, whom you say was sold up. He was a very industrious man, and several tenants came into the same farm, you say. Did they pay the same rent?—David Thomas says he does not know what was paid.

41,020. Then you state the farm is vacant now. For what reason?—Too high, I suppose; I believe that is the reason.

41,021. Does the landlord take it into his own hand and farm it?—I suppose the landlord farms it. I believe he does.

41,022. Have there been no applications made for that farm?—I could not answer that, but a gentleman here in the room can; he is an old tenant.

Mr. *Griffiths*—continued.

41,023. Is it a usual thing when a plot is taken away from the farm that the landlord does not make any allowance for it?—It was said so at the meeting which my evidence represents.

41,024. As to John Davies, can he prove the case of Parkglas?—It was said so at the meeting, and by the present tenant, Edward Thomas.

41,025. You state that the tenant farmers as a rule are not allowed to be independent in the way of voting in parish vestries?—This case of Cluncar is one in point, and other cases could be produced, but the person will be here presently to verify the statement.

41,026. Then with regard to the Treventy farm, there is a great increase of rent?—Yes, a great increase of rent.

41,027. Can you account for it in any way?—No, I cannot, but the gentleman deputed to speak for Treventy is here now.

41,028. I think you slightly altered your statement here with regard to the damage done in timber cutting?—Yes, it has been modified.

41,029. Who is this damage paid to?—I could not say.

41,030. Is it paid to the landlord or the occupier?—I could not say.

41,031. How do you explain this: "The general effect of these clauses is that they have an immediate tendency to leave on the mind of the tenants a sense of inferiority, and to foster within them a servile spirit, utterly unfavourable to developing a manly character?" Is that in your opinion the general effect of the penalising clauses?—There is a servile spirit pervading the farmers in relation to the landlords. "I am afraid; I am afraid."

41,032. These penalising clauses are never carried out?—No, because they are never transgressed from fear.

41,033. They are too severe?—Yes, too severe.

41,034. Did the farmers you represent think that it was necessary to resort to arbitration with regard to re-adjusting the rent. Were they not satisfied?—They were not satisfied at all, they are going in for a land court unanimously.

41,035. You not only speak for yourself, but you are connected partly with the Grove Farm, and the account you have given of that is correct?—Yes, I have seen the papers.

Mr. *Griffiths*—continued.

41,036. You say, "small holdings are farmed "better than large ones, because more labour is "applied to them"; why is it?—Small holdings are generally farmed by the family themselves, but as large holders they are obliged to have labour, and they are obliged to curtail that on account of extra expenses.

41,037. Do you think the small holders are paid as much as the labourers generally for their services?—That was not the feeling of the meeting which my evidence represents.

41,038. Under the head of "cultivation" you say the tenant "could not stand his ground at "all were it not for these changes, such as root "crops, &c." How do you explain that?—I should like to leave out those words, "root-crops."

41,039. Then the landlords have not paid anything for the permanent pasture?—No.

41,040. Do you know of any instances where after the tenant has laid down land into pasture the landlord will not permit him to plough up the land?—Oh, yes, cases will come before you to-day to prove that in the other district.

41,041. You say landlords as a rule make no improvements?—That was the sense of the meeting.

41,042. You think the tenants have not sufficient buildings?—No, and some of the farm-houses about here are disgraceful, and even dangerous for man to live in.

41,043. Can you mention any instance where tenants have made permanent improvements, and have never been paid for them?—No, I cannot, but that is the general sense of the neighbourhood. David Perkins will come forward as a witness with regard to that.

See 41,190.

41,044. The same thing would apply to the cases where they have not sufficient compensation?—Yes; my statement is typical of the whole of the county council district.

41,045. Then with regard to agricultural education, there has been a good deal done you say. Has that been from the Aberystwith University?—Yes, there have been lectures here on butter-making.

41,046. Were they well attended?— 12 or 14 attended last year. I am told there were over 20 attended the lectures at school.

41,047. I suppose we shall have evidence with regard to the butter factory here. With regard to those tenants who have purchased their farms, as a rule, did they have the money to purchase their farms?—No. They raised the money. I know the farmers in this district and the surrounding districts that are paying much more to-day as freeholders than they did as tenants.

41,048. Did they complain of the expenses of the conveyance?—I cannot say.

41,049. That the expense was greater than what they expected, and that they could not get any abatements?—No.

41,050. In some places we have had suggestions that the Government should lend money at a low rate of interest?—That would be very acceptable in this district, and they would go in for it with one accord.

41,051. Do you consider that the farmer, with his wife and children, is always toiling?—They are always toiling, and their houses—I emphasise this sentence—the houses about here are more like workshops than homes.

41,052. They work longer hours, as a rule, than the labourers do?—Longer hours a great deal.

41,053. Then as to the children who work on the farms, what do you consider the value of their labour. They work, I suppose, quite as hard as the labourers do?—Quite so, and do labourers' work on most farms.

41,054. What do they get for their work as a rule?—Food and clothing, and something which the parents give them when they are married.

41,055. How much would it amount to, do you think. Say a grown-up young man on a farm is worth 30*l.* a year, how much of the 30*l.* does he get from his father?—It depends on the rent of the farm. I know of parties who have left with very little indeed.

41,056. I say, how much does a farmer's son get in payment for his work on the farm in the year?—Nothing until he goes away.

41,057. What do you consider his clothing worth?—Well, say 6*l.* a year, and pocket-money.

41,058. How much would the pocket-money amount to?—Not much, a mere trifle, a little in his pocket, to go to a fair now and then.

41,059. Then there is a good margin between the value of his labour, and what he gets?—Oh, yes.

41,060. I suppose he puts all that money in the bank?—No, I question that.

41,061. Where does it go?—Do you mean the difference between what he has in clothes and what his father keeps?

41,062. Yes?—It is part of the stock of the family to give to him when he marries.

41,063. Is it, as a rule, put by to provide for marriage?—I do not know that.

41,064. Does he always get it when he is married?—I question that very much.

41,065. I see according to your statement from the farm accounts that the advance in wages is very high indeed?—I put down 400 per cent., and it can be verified from the books.

41,066. You say there are some opportunities given to the young people for self-improvement in the neighbourhood. We find some hundreds very deficient in that respect?—Very deficient.

41,067. You have reading-rooms in the villages?—Yes, we have two reading-rooms in St. Clear's. We have had a schoolroom reading-room for 10 years.

41,068. Do they attend it pretty well?—Yes, pretty well on the whole, not as well as I could expect, though.

41,069. The importation of cheap food in this neighbourhood has been a benefit to some of the farmers?—Yes.

Mr. *Griffiths*—continued.

41,070. It is not a corn-growing country?—No, it is not a corn-growing country.

41,071. You say some farmers have migrated. Can you instance any that have migrated from this part of the country?—Yes, I could, six or eight within the time I have been here, and many more during the last 20 years.

41,072. On the whole the population is decreasing?—Every census, the census is less and less for the last 40 years.

41,073. Do many of the workmen build cottages?—Not many, but the cottages that are built are built by tenants. There is only one on the Treventy estate of 1,400 acres, and that has been built by the tenant.

41,074. You consider there are not sufficient agricultural cottages?—Not sufficient by many, that was the unanimous feeling of the meeting.

41,075. You think if the cottages were a little better they would be inclined to stop?—Yes, that was the general feeling, that there is no accommodation for them.

41,076. Do you know of any cottagers who keep a cow or two?—I do not remember now.

Mr. *Richard Jones.*

41,077. Who are these landlords who advertise their farms to let; can you name them?—I cannot recall at present, but I know it has been done for certain.

41,078. Recently?—Recently.

41,079. It is rather an unusual thing to do?—Yes, unusual.

41,080. What is the character of these landlords who advertise their farms to let; are they the best landlords, or the poor?—Not the best.

41,081. They are landlords, as a rule, who let to the highest bidder?—Not to the highest bidder, but the highest bid given is taken advantage of to raise a desirable candidate up to the mark.

41,082. The highest bid from the most desirable tenant?—Yes.

41,083. I see you are in favour of some change in the method of fixing or adjusting rent; I suppose you consider that really rent is not fixed now on any well-defined basis?—Quite arbitrary.

41,084. You think it is more equitable that rent should be fixed for a certain period, and not by striking an average of a large number of years?—Well, any mode but the present. The upper hand is always now in the hands of the landowner; and the tenant, as a rule, is afraid to claim his own rights, and to say what he wants in relation to his farm.

41,085. What you contend is this, that really the tenant is not on equal terms to contract with his landlord for the rent of the place because of the keen competition. Is that so?—That is one thing.

41,086. You say that local rates have increased very much during the last 20 years or so?—Yes. The instances I brought show this; it has increased over 100 per cent.

41,087. On whom has the increase fallen?—On the tenant, and all are paid by the tenant.

Mr. *Richard Jones*—continued

41,088. Who really bears the burden of the local rates?—The tenants.

41,089. Are not the rates taken into consideration when a tenant takes a farm?—Very seldom. I can give you a case now. A gentleman in the room rented a farm here 15 years ago. He rented it then according to the then rates, but by this time the rates have advanced, and the rent is the same.

41,090. He took the rates into consideration when he was making the proposal for the rent?—Yes, in this case of Pencoed, Mr. Powell, the landlord, when he rented the farm was paying all rates; he took care in anticipation of the school board being formed to replenish his own pocket, even from the tenants, and has gained on that account from that day to now.

41,091. You contend this, that the increase should be really paid by the landlords?—Exactly.

41,092. Do you find some tenants are more popular than others with the landlord and the agent?—That is very natural.

41,093. Who is generally the most popular man with the agent or the landlord?—It is possibly the flatterer.

41,094. Are there any flatterers in your neighbourhood?—Yes.

41,095. Do you find that tenant farmers in your neighbourhood are ready to abandon the old methods and adopt new methods of farming?—Well I must say that their prejudices cling very much to old habits.

41,096. Too much so?—Too much so.

41,097. Can you suggest anything to remove that prejudice?—A land court would do it, and combination between farmers. Let the farmers understand each other.

41,098. What is the great barrier to combination amongst farmers now?—I could not say exactly. They do not congregate often to talk over those things frankly to each other.

41,099. Why do they not congregate?—I do not know.

41,100. Has it occurred to you it may be this, that in order to combine, it is necessary for some few men to make a start, and do you think that really tenant farmers are afraid to incur the displeasure of the landlord in making the start?—Yes, and they are afraid (I must say this) that some one of their own party will betray them.

Mr. *Grove.*

41,101. In your evidence you say that they have contracted themselves out of the Agricultural Holdings Act?—Yes.

41,102. What do you mean by that exactly, Mr. Morgan?—That they are not liable to what the Agricultural Holdings Act holds them to. I believe there are copies of agreements to show you that.

41,103. It is illegal to contract themselves out of the operation of the Agricultural Holdings Act, with the exception of clause 33 as to notice. I suppose you mean that?—Yes.

Mr. *Grove*—continued.

41,104. Speaking of co-operation, are there any farmers' clubs in these parts?—No.

41,105. I think that is a most unfortunate thing. It appears to me that a farmers' club would be most useful, for they could then talk over matters. In our county we have a great deal of that sort of thing?—In our public gatherings, when anything of this sort is brought up, say after dinner, or at any time, then we get "No politics," and it is hooted down. That has happened in St. Clear's many times.

41,106. Would it not be better if they began before dinner?—Yes, you are right, much better.

41,107. You speak of the children helping their parents?—Yes.

41,108. Is that pretty general do you think, amongst the small tenant farmers?—Yes, it is.

41,109. And without that help you do not think they could stand the present bad times?—I believe that is so.

41,110. You agree, I suppose, that there is great depression in agriculture at the present moment?—Very great.

41,111. As to the wages which you have quoted, have you had the books to verify the figures you gave?—I have.

41,112. And the information as to the population you have taken also from the census returns?—Yes, from the census returns.

41,113. Is it your opinion that land bears too many burdens in the way of rates and taxes?—Yes.

41,114. An undue proportion?—An undue proportion; and a landlord should be made to contribute towards the local rates in proportion to the requirements of the locality where his land is situated.

Sir *John Llewelyn.*

41,115. Do you consider it a good or a bad thing that the population should have decreased in the agricultural districts?—A very bad thing.

41,116. For the farmer?—For the farmer.

41,117. Because they want more labour?—More labour.

41,118. Has the decrease taken place in the villages as well as in the agricultural parts?—Here in the immediate neighbourhood of the railway it has not decreased but increased.

41,119. Is the tendency of the agricultural population to get together in the villages?—Yes, because there is no accommodation in the country for them.

41,120. Then is the accommodation very much worse than it used to be?—Yes.

41,121. If it is not as good as it has been, is that on account of the cottages falling into disrepair?—Yes.

41,122. On whom have the repairs been, on the tenant farmer or the landlord?—On the tenant farmer.

41,123. Then it would have been to their interest, you think, if the cottages had been

Sir *John Llewelyn*—continued.

better maintained?—Yes. I believe we should have a large number more in the country if there were cottages to accommodate them.

41,124. Is there not another question, the question of increased wages obtainable near the railway stations?—I do not know that it is very different in the country than at the works, if there were cottages for them.

41,125. There are various reasons all pointing in the same direction?—Yes.

41,126. Is there not another reason in the shape of greater social advantages obtainable in villages?—Yes; but the social advantages are getting less and less as people go from the country. I believe, as things are at present, you could have nearly all the social advantages in the country as well as in the villages. We have our parcels post and daily post, and all children can write, and they have to read the same books in our board schools in the towns as in the country. I believe the social advantages could be regained there to a great degree in that way.

41,127. Is not the society they get in the villages a great attraction to the young people?—Yes.

41,128. Would you place the offer of a house as the principal factor in the attraction to the villages?—I would give it a very great importance.

41,129. Supposing that the agricultural labourers were attracted back again to the farms, do you think that the best class of the workmen could be employed at the best rate of agricultural prices?—I have no reason to think otherwise.

41,130. When you say that the landlords on a whole make no improvements, do you in that include the buildings?—I do.

41,131. Is it not the custom of the landlords to do the buildings on the farms themselves?—Not in all cases.

41,132. Do the tenants do them?—The tenants patch up things as well as they can. There are some houses in this district which I represent which are a disgrace to any landlord—tottering on props.

41,133. Would you instance any?—Yes, I will mention one, Manarddwylan by the station, and Maesllan, not two miles from here, and other places I could mention in the neighbourhood. *See* 41,247, 41,296–41,337.

41,134. Have you been brought up on a farm yourself?—No, but I have been 30 years in the country.

41,135. You are not directly connected with agriculture?—Well, I have a small glebe.

41,136. You spoke about the Government advancing money. You think it would be a good thing if the Government were to advance some money to the sitting tenant to purchase, in the case of a farm coming into the market?—I believe they would avail themselves of that with avidity.

41,137. You say that has been granted to Ireland, and you see no reason why it should

Sir *John Llewelyn*—continued.

not be granted to Wales?—Yes; they would go in for it with avidity.

41,138. Probably the security would be at least as good in Wales as in Ireland?—The Government would have what every landlord has, the land to fall back upon.

41,139. You think it would be taken advantage of?—I believe so.

41,140. Under those circumstances you would think that a freeholder would be in a better position than the tenant farmers?—Yes, he would have greater inducement to work.

41,141. Where rents are now arranged, you say that the highest bid is used to screw up the offer of the selected tenant?—Yes.

41,142. Do you give instances of that?—Well, I can, but perhaps the parties would not be willing. I have instances in my mind.

41,143. As to any instance you have in your mind, we will say, how long ago would it be?—Three years ago.

41,144. Is the tenant still continuing to pay the rent?—Yes, and I can vouch for him that he lives upon the interest of the money more than from the profits of the farm.

41,145. You mean he has other means of his own?—Yes, a little.

41,146. Perhaps he looks upon his farm as a luxury. He was a rich man?—Well, comparatively, and a young man.

41,147. Can you tell us what the figures were. How much was the first offer, and how much he eventually accepted the farm at?—No, I cannot.

41,148. You said also that the tenant was afraid to say what was right in relation to his farm without fear of the landlord?—Yes.

41,149. Can you give any instances?—I can.

41,150. With regard to your idea of a land court, what kind of a land court do you suggest?—A court where both parties could be represented, and an arbitrator to settle between them.

41,151. Would you admit lawyers?—I do not know. I would rather not say. I would certainly desire some one with authority and knowledge.

41,152. Under the head of the general relations between landlord and tenant, you say that landlords should be made to contribute towards the local rates in proportion to the requirements of the locality where the land is situated. Kindly explain that a little more?—I should say this, that a fair proportion of what is paid by the tenant for local rates as the rates increase should be paid by the landlord. Another thing, land in the neighbourhood of villages greatly increases in value for building purposes, and the landlords pay nothing at all towards local rates for that.

41,153. Do I understand you think that, supposing a landlord has let a farm for, say, 50*l.* a year, and that is agreed upon as a fair rent—the tenant would pay the rates, and the rates

Sir *John Llewelyn*—continued.

amount to 10 per cent.—if in process of time the rates amount to 20 per cent., the increase should be borne by the landlord. Do you say that?—That he should pay a share of it.

41,154. In the meantime the power of voting is in the hands, not of the landlord, but of the majority of the population, who fix what the rates are to be?—Well, exactly, but they cannot avoid it in many places. Laws are made in Parliament, and we are obliged to obey them. We have no alternative at all.

41,155. I want to get at what you think would be a fair proportion of the increased rating subsequent to the arrangement upon which the basis of the rent has been fixed?—I should leave that certainly to the occasion when it arises

41,156. Then it would vary with different circumstances?—Yes.

Mr. *Griffiths.*

41,157. Do you think that more could be made of the land if our laws were different to what they are?—I think so.

41,158. You think there would be more improvements?—Yes.

41,159. Do you think if the Government were prevailed upon to lend money at 3 per cent. or so, they would be able to keep up that, Are they generally industrious and honest people?—Well, I should not be surprised that they would gladly avail themselves of the advantage.

41,160. They would go on with more courage?—Yes, with more courage a great deal, and they would not have that fear which now surrounds them.

Mr. *Richard Jones.*

41,161. You said, Mr. Morgan, that you knew of about six or seven farmers who had migrated into other districts?—Yes.

41,162. Where have they gone to?—Some to Glamorganshire, and a number to Hereford and Shropshire, and to Northamptonshire and America.

41,163. How have the people done after migrating?—They have done well without exception.

41,164. Are the tenant farmers in this neighbourhood acquainted with that fact, namely, that the people who have migrated have succeeded?—Yes.

41,165. Then what is the reason they do not move off into other parts?—They have not the same enterprising spirit I suppose, and they cling to the land where they were brought up.

41,166. Is there any special reason why they should cling to their own neighbourhood?—Well, early associations.

41,167. They would be deprived of the religious ministrations that they have been used to?—That is a great thing with a Welshman.

Mr. *Richard Jones*—continued.

41,168. And possibly an Englishman has never realised it?—Yes, that is very possible.

41,169. You spoke about the man who farmed his place, and who was only able to pay for it from private sources. Does he really farm for profit the place where he is?—Certainly, and a good farmer he is too.

41,170. Does he enjoy many more luxuries than his neighbours?—Well, he could if he wished.

41,171. But he does not?—No, he lives plainly.

41,172. You cite that as an instance of farming paying badly?—Yes.

Chairman.

41,173. There are some questions handed in by Mr. Vincent; first, "Does not Sir Marteine "Lloyd live at Bronwydd"?—Yes, Bronwydd, Cardiganshire.

41,174. "Does not Sir Charles Philipps live "at Picton Castle"?—Yes.

41,175. Where is that?—In Pembrokeshire.

41,176. "Do you say that the tenants of the "Ecclesiastical Commissioners are afraid to "come forward and give their evidence"?—Well, I could not say so; but I know the tenants live in that atmosphere. I do not hear that the Ecclesiastical Commissioners are against that at all—not in any case.

41,177. Not as regards the Ecclesiastical Commissioners?—Not as regards permission.

41,178. "You have spoken of inexperienced agents"?—Yes.

41,179. "Is Sir Marteine Lloyd's agent, Mr. 'Davies, of Frood Vale, inexperienced"?—I believe he has experience. He was brought up on a farm.

41,180. "Has Mr. Thomas, the Haverford-"west agent for the Ecclesiastical Commis-"sioners, no experience"?—I cannot say.

Chairman—continued.

41,181. "Do you know that Mr. Sackville "Owen, agent for Sir Charles Philipps, always "has the assistance of Mr. Rule Owen to fix "rents"?—No, I do not.

41,182. "Has Mr. Rule Owen no experience"?—I cannot say.

41,183. "Have you read the evidence given "by agents showing money spent by landlords "on improvements and repairs"?—I believe that is not applicable to our case here.

Mr. *Grove.*

41,184. You say you believe that it is not?—Yes, from the buildings I know it.

Chairman.

41,185. "If you have read that evidence, or "any part of it, do you adhere to your state-"ment that the landlords as a whole do no "improvements"?—Yes.

41,186. I believe you have read the evidence?—Yes.

41,187. "Do you say in fact that the figures "produced by, for example, Mr. Mousley, Mr. "Sackville Owen, Mr. D. W. Drummond, Mr. "Beynon, and others, are inventions"?—I cannot say.

41,188. Then there are some questions by Mr. Llewelyn Williams: "Do you not think "that if the Government lent money to the "tenants at a cheap rate of interest in order to "enable them to purchase their farms the land-"lords would ask more for the land"?—It is possible, but they should not, that would be no benefit at all to the tenant.

41,189. "If the tenants would not benefit by "the loan would you be in favour of such a "Government loan being made"?—It would be of no use if the tenants did not demand it, but I believe they would demand it in case it was permitted.

The witness withdrew.

Mr. David Perkins called and examined through an Interpreter.

See 40,976 "Hard-ship" No. 5.

41,190. Is the statement which has been made by the Reverend Mr. Morgan accurate. The statement he made is as follows: "Cluncar, "in the parish of Llanginning, owner Mr. "Thomas Howell, Llanfynydd. Small farm of "28 acres. The tenant, David Perkins, took it "in 1884, as a yearly tenant. He limed all the "farm, he set up new gates and posts, erected "new sheds, mostly at his own expense, and "worked hard on the farm for five years, and "had greatly improved it. Then at the end of "the five years he had notice to quit, and was "obliged to leave, because he voted for a "guardian at the election of guardians against "the will of the owner, without any compensa-"tion whatever, and what was due to him from "the owner, according to the agreement for the "yard manure, was not allowed him before he "was threatened with a law suit"?—It is not altogether true. I was to a certain extent paid for the manure.

Mr. *Vincent.* There was another expression used which was not translated; the witness said "Again what you have there is not all true."

Chairman (to the Interpreter).

Will you put that to the witness.

Mr. Vincent's observation was interpreted to the witness.

The *Witness.*

The gates were referred to. The landlord supplied me with the timber, but I had to make some of the gates, I worked there very hard for five years.

41,191. I wish to call your attention to this. The Reverend Mr. Morgan said "He set up new "gates and posts and erected new sheds, mostly "at his own expense"?—He paid for the stone posts, and I went for them and brought them down.

Lord *Kenyon.*

41,192. Was the expense you were put to in respect of the haulage?—Yes.

41,193. And the haulage only?—And to fix them.

Chairman

41,194. You worked hard on the farm for five years?—That is so.

41,195. And you greatly improved it?—Yes, half as much again.

41,196. At the end of five years you had notice to quit?—Yes.

41,197. And were obliged to leave because you voted against the owner?—Yes.

41,198. Without any compensation whatever?—Yes, I received nothing.

41,199. And without what was due to you from the owner?—Yes.

41,200. Do you wish to alter the statement about the farmyard manure?—I had no manure when I went there to live, and it was by strength of the law that he had to pay for my manure when I left there.

Mr. *Richard Jones.*

So that really there is no statement to withdraw with respect to the manure. It is quite true.

Chairman.

41,201. That is quite true. All you want to correct in the evidence is as regards the setting up of new gates and posts. You explain that when you talk of setting up the new gates and posts, you mean that you did not supply them yourself, but you put up the gates and put up the new posts?—The most important thing that I wish to say is, that I worked hard for five years without receiving a penny for my labour.

Lord *Kenyon.*

41,202. Did you claim any compensation?—I tried to have compensation, but I failed.

41,203. Did you go through a court?—No, I did not. I had not any money to go to law. I took the farm 5*l.* higher than it ever was before, on condition that there was to be no rise afterwards whilst I lived.

Chairman.

41,204. The following question is by Mr. Vincent: "How do you know the reason why "you were obliged to leave"?—I know from what he himself said.

41,205. Who is the person you refer to?—The son of the owner told me plainly that I would have notice unless I voted for him. The owner did not tell me plainly, but the son told me plainly.

Mr. *Llewelyn Williams.* My Lord, I object to that. I do not think the translation is quite correct.

Chairman.

The translation is not correct.

The *Witness.* We had an election in the parish two succeeding years.

Lord *Kenyon.*

41,206. Let us have the correct translation of the first answer?—And the first year they came to me to ask me to vote for such and such a person.

41,207. Who were they?—David Lewis and Mr. Williams, Penlan. The first year I did not do so at their request. The second year they asked me to go to Carmarthen to meet them, and I went there. I received a letter before this.

Chairman.

41,207*a.* Please let us have this perfectly accurate?—I received a letter before that. I received a letter before going to Carmarthen, and I went to Carmarthen, and they asked me if I would vote for the person for whom they asked, and I said, "No, I did not think of doing so" and they told me I was bound to do so. I said to them that I did not believe the same as they did, and the son told me that if I did not vote with them I would be sure to get notice the next Michaelmas.

41,208. "The son said that if I did not vote "for them I would be sure to get notice next "Michaelmas." Is that correct?—Yes.

41,209. And you did get notice?—Yes, I did receive notice, and I had to go away from there as well.

41,210. The following question is handed up by Mr. Vincent: "Who were these persons; are "they large landowners or not"?—No, they are not large landowners.

Sir *John Llewelyn.*

41,211. Was it a school board election, or what election was it?—No, it was an election for guardians. My landlord did not know the man for whom I was to vote.

Chairman.

41,212. The following question is by Mr. Llewelyn Williams: "What did the father, the "landlord, tell you when you were sent "away"?—Do you mean when I was sent away from Carmarthen?

41,213. No, from the farm?—Nothing in particular, only that I had to go—that was all.

Chairman—continued.

41,214. Mr. Llewelyn Williams asks "You "say that the father almost told you that you "were sent away for voting against his wishes." Is that what you meant to say?—The words that the father used are these—that I would be sure to repent of it. He did not tell me that I was to go away at that time.

The witness withdrew.

Mr. DAVID THOMAS called and examined through an Interpreter.

Chairman.

See 40,976, (Hardship, No. 3), 40,996.

41,215. Mr. Vincent asks the following question: "Is Mr. John Williams a large owner or "a small owner?"—He is a small landowner.

Chairman—continued.

He has only got one farm. He may have a little besides—he may have one farm besides.

The witness withdrew.

Mr. T. EVANS called and examined.

Chairman.

See 41,906.

41,216. Mr. Vincent asks: "Who for the "landlord requested you to make these build-"ings;" that refers to the buildings which have been mentioned?—Mr. Ward, from Cleobury Mortimer, Shropshire, who was agent for Mr. Plowden, of Plowden Hall. He was the owner at the time.

Chairman—continued.

41,217. And who promised to defray the expenses?—Mr. Ward, or I should say that it was not Mr. Ward, but Mr. Dallow, the former agent. There were two agents. He was agent for Mr. Plowden.

The witness withdrew.

Mr. JAMES THOMAS (of Haverfordwest) called and examined.

Chairman.

41,218. Whom do you represent?—I represent at this court Henry Levallin Puxley, Esq. I am also agent for very extensive estates in Carmarthenshire. I am agent for the Right Honourable Lord Kensington, Sir Owen Scourfield, and the late Lady Hamilton's estates, and several large estates in Pembrokeshire, Carmarthenshire, and Cardiganshire.

41,219. Will you confine yourself to rebutting evidence?—Certainly, my Lord. I simply wish to rebut the statement made by the reverend gentleman Mr. Morgan, who has given evidence this morning. He stated that in all cases repairs were done by the tenants. Now I unhesitatingly contradict that statement from beginning to end.

41,220. I beg your pardon; I do not think he said in all cases?—In most cases, then.

See 40,976 ("Cultivation").

41,221. He said, "Landlords on the whole "make no improvements?"—Yes. I think I should not be doing my duty as agent in this county if I were not to state that landlords as a whole do the repairs, and do execute the improvements. I have numerous instances where extensive new buildings and repairs have been done.

41,222. In this neighbourhood?—On the estate of Henry Levallin Puxley, Esq., in this neighbourhood, immediately adjoining this place in the parish of Laugharne, and also at Whitland, the estates belonging to the same gentleman. In all those cases the repairs have been done and the new buildings have been done solely at the expense of Mr. Puxley, and the tenants have not been asked to contribute one farthing towards the outlays.

Chairman—continued.

Lord *Kenyon.*

41,223. Not even haulage?—Haulage they have done—always the haulage.

41,224. It is the invariable custom, I suppose, to do the haulage?—It is the invariable custom to do the haulage, especially on the other estates that I have named. It is the invariable custom even up at Llandilo. In this county on the estates of the late Lady Hamilton all the improvements which have been made, and which have been very expensive during the last few years, have been done by the landlord. That is the statement I wish to make particularly.

Fearing that my silence might be misconstrued, I wish to inform your Lordship and the other gentlemen composing the Commission that with regard to the cases of Treventy which have been mentioned, and which will be dealt with perhaps later on in this Court, the Ecclesiastical Commissioners have elected to give their evidence in London through their Secretary, and that I have nothing further to say on that subject here. I am the local representative in this neighbourhood, and fearing that my silence might be misconstrued, I simply wished to make

Lord *Kenyon*—continued.

that statement that the Ecclesiastical Commissioners intend to give evidence in London before the Commissioners through their Secretary.

With regard to my experience, a remark was made about my qualifications as agent, and as to whether I was an experienced agent I may say that I was brought up on a farm. I have worked on a farm, and done everything that any man could possibly do on a farm—reaped, sowed, ploughed, and done everything that could possibly be done. I then went into a land agency office, and was in that office for about 25 or 26 years, and subsequently became one of the firm.

41,225. Would you tell me the name of the gentleman in this neighbourhood whom you represent?—Henry Levallin Puxley, Esq., and his brother, the Rev. Herbert Puxley.

Mr. *Brynmor Jones.*

41,226. I understand you to say that you do not agree with this statement in Mr. Morgan's evidence that the landlords as a whole make no improvements?—Yes.

41,227. And that they are all done by the tenants?—I do not agree with that.

41,228. If that is so, how do you account for the fact that we see so many farm houses in obvious need of improvements, and so many farm houses out of repair?—The farm houses that you see out of repair are not on estates that I have anything to do with. Although there are very many of them just about this place, I think on the larger estates, such as Picton Castle estate, and many other estates in Carmarthenshire, the farm houses may be considered to be in very good repair. The small landlords may not have houses that could be designated as in very excellent repair, but as a rule I think the farm houses in this neighbourhood, especially of those landlords who have been mentioned here to day (and I would remark particularly the Ecclesiastical Commissioners), are in excellent repair, and where they are not in repair they are generally rebuilt.

41,229. Then I take it that practically no money is spent upon the estates with which you are connected by the landlord?—Very large amounts of money are spent.

41,230. Why should large amounts of money be spent if the farm houses are in good condition?—Because that is what I say; they have all been put into repair by the landlords at their expense, and they are renovated and renewed at their expense.

Lord *Kenyon.*

41,231. Mr. Thomas, I take it you have to keep an estate in repair, and when one farm is repaired you have to go back to where you began originally some years ago?—Yes, go all round them and keep them in good and tenantable repair.

41,232. Have you ever known an estate that did not require repairs?—No.

Mr. *Brynmor Jones.*

41,233. That is what I am upon. I understand that you have come to rebut the evidence, and to say that no repairs need be done?—No, what I said was this, that the Rev. Mr. Morgan said that most if not all the repairs were done by the tenants; I say that most if not all the repairs are done by the landlords, especially those whom I have to deal with, and I do not think that that statement of Mr. Morgan's should be allowed to go uncontradicted.

41,234. Do you go so far as to say that the tenants do not do any repairs themselves?—I do not mean to say that they do not. Some of them do, and some do not.

Lord *Kenyon.*

41,235. Always excepting the haulage?—Always excepting the haulage; the haulage is principally done by the tenants.

Mr. *Grove.*

41,236. Do you represent any property in this county council division of St. Clear's?—The Treventy Estate I am the local representative of. I am not certain whether Mr. Puxley's estates in Laugharne are in this division. They are not in this division; they are three miles outside this place.

41,237. Do you or do you not represent anything in this division?—I am the local representative of the Ecclesiastical Commissioners for the Treventy estate, which is in the division spoken of.

Chairman.

41,238. The following questions are put in by Mr. Llewelyn Williams: "Can you say that in "all cases repairs are done by the landlord?"—In all cases that I have to do with they have been invariably made by the landlords, and I say it without fear of contradiction.

41,239. What is the general condition of the "farms on your estates in this county, both as "to repairs and accommodation?"—I think they can be considered very good.

41,240. You consider the general condition very good?—I think so, my Lord.

41,241. "How many farms are there on your "estate in this county?"—In this county I should think, roughly speaking, there may be 100.

41,242. "How often have you visited them "during the last five years?"—I visited them, I should think, two or three times a year as a rule.

41,243. "Do you consider the farms of Sir "Charles Phillips, in this part of the county, "are in a good state of repair?"—I have never been on one of them, so I cannot say.

41,244. "Is it a fact that the tenants have to "pay interest on the landlord's improvements?"—Not on the estates that I manage—not one.

The witness withdrew.

Mr. SACKVILLE OWEN recalled and further examined.

Chairman.

Previously examined at 29,194–29,270.

41,245. Would you kindly tell us where you live?—I live at Tenby.

41,246 You have given evidence to the Commission before, I think?—Yes.

Mr. *Grove.*

41,247. Where was that?—At Pembroke. A statement, my Lord, has been made by the Reverend Mr. Morgan in reference to the farms in the neighbourhood being in bad repair. He mentioned Manarddwylan,

See 41,133, and evidence of next witness.

41,248. Is that in the printed statement of his evidence?—I think not, but he said it was in very bad repair. I was going to explain why it was. It belonged to the Picton Castle estate, of which I am the agent.

41,249. The tenant is coming forward to speak about this. Perhaps you will tell us what you have to say, and we will call him afterwards?—Certainly. The farm is one amongst several others in this immediate neighbourhood that have been advertised for sale, and it was to have been sold two or three years ago, but for private reasons—reasons with reference to title and other things—we have not been able to bring the farms into the market, and therefore we did not consider it our duty to spend much money in repairs. But we have repaired twice during the last two years all damage done by storm, and we have put the dwelling-house up as well as we could. The outbuildings are not in good repair, but that is the reason.

41,250. You consider Manarddwylan Farm in a bad state of repair?—Yes, it is, and that is the reason. It is to come into the market this summer with some other farms.

41,251. How long has it been in this bad state of repair?—The present tenant held a lease, that lease expired about six years ago; under that lease he was bound to give it up in repair. The lease expired in Michaelmas 1886. The rent of the farm was 110*l.* under the lease.

41,252. What is the size of it?—I think it is somewhere about 90 acres. It was re-valued at 120*l.* First of all, as I said, the tenant ought to have given it up in repair. It was a repairing lease. We did not ask him to spend 1*s.* upon it, neither have we raised the rent. That is all I have to say in reference to it.

41,253. It is in a very bad state of repair, and it has been in a very bad state of repair for nine years?—It was in a very bad state when the lease ran out in 1886.

41,254. And the reason was that you hoped to sell it?—Yes. It is so seldom when a lease runs out that we do call upon the tenant to do the repairs.

41,255. So that you have left it in this miserable condition for nine years?—No, seven years; but we have repaired the dwelling-house several times and repaired the roof, and so forth.

41,256. The tenant is going to make a statement with reference to the state of the farm?—In reference to the statement of Mr. Morgan that the tenants do all the buildings, I say it is quite new to me.

Mr. *Grove*—continued.

Mr. *Brynmor Jones.*

41,257. He does not say that the landlords as a whole make no improvements?—The Reverend Mr. Morgan said that the main buildings were not done by the landlords in the neighbourhood. He said that the landlords as a whole make no improvements. That is quite new to me, because all the buildings are done by the landlord on the estate which I represent, and all the important repairs. I shall be ready to answer anything further.

41,258. Of course that is a very general statement; it may mean several things?—I have never heard in this county at all of tenants doing new buildings.

41,259. I should read that to mean that Mr. Morgan simply meant to say that the landlords do not improve the farms as they ought to be improved?—I do not assent to that suggestion.

41,260. I mean I understand Mr. Morgan's statement to be a negative statement; he says that the farm buildings and so forth are inadequate; that is what is implied in his evidence—that the landlords do not make the improvements?—He says the landlords as a whole make no improvements. I say they do, and on the Picton Castle estate some very fine farm houses have been built in this neighbourhood, and we are doing all the farm houses as quickly as we can on a large estate.

Chairman.

41,261. How large is the Picton Castle estate?—About 23,500 acres.

Mr. *Brynmor Jones.*

41,262. Was the roof in the dwelling-house of this farm leaky?—Yes, it was. It suffered from some severe storms. However, during the four past years that we intended to sell it, we have repaired it several times. The tenant bought a new farm himself, but he did not seem inclined to give this farm up, although of course he might have done so. I more than once offered to take it up.

Chairman.

41,263. The following questions are handed in by Mr. Llewelyn Williams. "How many farms "on the estates which you represent in this "county have you visited during the last five "years?"—I have made such visits as were required.

41,264. What do you consider is required?—I have been over most of the farms in Llandowror and this neighbourhood during the last three or four years.

Chairman—continued.

41,265. You have visited them once a year for the last four years?—Well, once a year, or according as the repairs are required, when the tenants come to me, I go. I do not go and visit them unless I am asked to, unless there is any special cause.

41,266. Then that means that you visit the farms which have been repaired?—I visit farms requiring repairs, before the repairs are done, and also during the repairs and after completion.

41,267. But not the others?—Sometimes I do. I make no rule, my Lord. If there is anything required, or the tenant comes, I go.

41,268. "Do you consider them to be in a "good condition, both as to repairs and accommodation?"—The farms in this immediate neighbourhood?

41,269. The farms on the estates that you represent?—Some of them are very good, but some are not. It is a very large estate. We have spent, as you will see was mentioned in my evidence, something between 30,000*l.* and 40,000*l.* in the last 13 years.

41,270. The answer to that question is that some are good and some are not; is that it?—Yes.

41,271. "Are not you a solicitor and a County "Court Registrar?"—Yes.

41,272. "What practical experience have you had?"—Very little in law, but I have farmed for 30 years. I have not practised as a solicitor excepting doing the Picton Castle work for 20 years.

41,273. "Were you not obliged to repair "Manarddwylan twice over, because the first "repairs were only a makeshift, which were "destroyed by a storm?"—That is so, my Lord.

41,274. "Do you think it an encouragement "to good farming to keep the tenants in a state "of suspense as to whether they are to leave or "not?"—Certainly not, but we could not help ourselves, my Lord.

41,275. "In what state are the buildings of "Dolerwydd?"—The Dolerwydd buildings are very good for the purpose for which they are required. There is no one living there. It is all grass land, and let for grazing.

41,276. "Do you charge interest on the land-"lord's improvements?"—We do in some instances.

Chairman—continued.

41,277. "In what state of repair are the "buildings of Maesyllan?"—That is one of the farms that is going to be sold again in this immediate neighbourhood; they are not very good.

Mr. *Seebohm.*

41,278. As I understand it, the part of the estate that is going to be sold here is the outlying part of the estate?—Yes.

41,279. Could you say how many acres it is of the whole 23,000 acres that you mentioned?—I think it is about 500 or 600 acres.

41,280. And you consider that to be quite an exceptional part of the estate?—Yes.

41,281. That is to say as to the condition of that part?—Yes, and this tenant who complains at Manarddwylan bought a farm of his own, with a very good house upon it, where he might have gone to if he had chosen, but he begged me not to take the place up, but to let him stop on, and we let him stop at the old rent, and we never made him do the repairs when the lease went out.

Chairman.

41,282. The following question is also put in by Mr. Llewelyn Williams: "Why cannot you "put the buildings of farms about to be sold "in good repair, and raise the reserve price?" —We did not think it would be advisable, my Lord.

41,283. You do not think that it would be advisable?—No. We have been intending to sell for the last four years, but for certain reasons we have not been able to bring the property into the market, but we are going to do it this spring or this summer.

Sir *John Llewelyn.*

41,284. I think it would be a question of price?—Yes, quite so.

41,285. It would be a question of price, and the purchaser would have to expend the money in his own way, because he would not pay so much to you; there is no rule; it is as broad as it is long, I take it?—Yes. Re-examined 41,339.

The witness withdrew.

Mr. William Evans called and examined through an Interpreter.

Chairman.

See 41,133, and evidence of preceding witness.

41,286. You are a tenant farmer?—Yes.

41,287. Where do you live?—At Manarddwylan, close to St. Clear's Station.

41,288. How far from the town is it?—About half a mile. I should be glad if some of you would visit the place.

Chairman—continued.

41,289. Have you had this evidence translated to you, and do you understand it?—There is no need to translate. I understand a little English, but I prefer someone to read it.

41,290. This is correct?—Yes.

41,291. And you are prepared to vouch for it?—Yes.

Chairman—continued.

The following statement of the witness was then read:—

The Evidence of WILLIAM EVANS, tenant farmer, Manarddwylan, in the parish of Llanfihangel Abercowyn.

PERSONAL.—Within the last 50 years my father, William Evans, as joint tenant with my uncle John Phillips, was holding the Farm Manarddwylan under a life lease at the annual rent of 50*l*. Then at the expiration of the lease, my father, William Evans, retook the said farm in September, 1865, at the annual rent of 110*l*., which was at the time a very high figure, without any improvements being made to the buildings or anything else. A lease was offered at the time to my father, which he refused for a while, but some years afterwards my father was induced to take a lease which was dated December 6th, 1870, but the re-enter was in September, 1865, as seen in the accompanying agreements. And according to the agreement the *Land Tax* is to be allowed me, but it has *not* been allowed me at all until the date of the accompanying agreements dated September 30th, 1892. In the old agreements above, it is shown that out of 92 acres there are about 50 acres of arable land, most of which has been converted to permanent pasture entirely at my father's and my expense. And in the accompanying agreement of 1892 only 14 acres are allowed for arable land. In the year 1884 I built a shed worth 10*l*. The timber in it alone cost me 2*l*. 10*s*. I asked the agent, Mr. S. H. Owen, if he would give me some timber, instead of what I put in the shed. He certainly did promise, but by way of fulfilment he allowed me exactly 13 feet, which was only a sham. When the depression of trade began it was stated in the newspapers that the Picton Castle estate tenants had a remittance of 10 per cent. Then at the next audit I asked Mr. T. R. Owen, the agent, why was not the remittance allowed me as it was to the other tenants? The answer given was that I should see the other agent (meaning S. H. Owen), and lay my case before him. At length I resolved to lay my case before this agent, and the reply I received from him was "that he "never saw the places about St. Clear's, and "that he was told that they were rented ridiculously cheap, and if I wished, he would take "possession of the farm." So I then gave up in despair asking for any remittance in my rent.

In 1890 I had notice to quit, as the farm was going to be sold in the following summer. In the meantime, the agent came to see the place. At that visit I stated to him that many improvements were made on the farm. I asked him if he would consider the improvements, and nominate a valuer to estimate the value thereof, and put the value of such improvements in the conditions of sale to be paid by the purchaser to me as the outgoing tenant? The answer he gave was, 'you better buy it yourself.' Then in that case I asked him would he sell me the farm by private contract? The answer was,

Chairman—continued.

"I cannot do that, the farm must be sold by "public auction." I told him, "then in this "case, I would have to pay for improvements "made by myself." At this answer he shifted the conversation to something else in order to avoid talking about improvements.

In this state of suspense I, and other tenants adjoining my farm, were left until late in the following September, when we were summoned down to Narberth to the agent's office, with the view of retaking my farm for another year, and the others, who were in the same position, to do the same. At this interview I asked the agent if he would agree to an arrangement to have a new roof on the dwelling-house, as it was leaking and in a dangerous condition. He said that he could not agree to any arrangement of this sort, and he earnestly desired me to make a shift anyhow, with things as they were, as the property would be sold without fail the following year. In about a fortnight or so after this we were visited by a violent storm, which took away a great part of the roof, and even our beds were wetted by the rain. Then I decided to repair it myself, at the risk of not being repaid. I had bought laths and slates, and engaged a mason to do the work, but the severity of the weather for some time prevented the mason from doing the work. Then in the meantime the agent (S. H. Owen) came to the neighbourhood, so my wife took advantage of his visit, and laid the state of the house before him. Then the said agent sent the farm-bailiff to me, by whom I was told "that "if I would put a roof on I could not expect "payment for the repairs done." The bailiff said that he would shift things so as to pass the winter through.

I then wrote to the landlord, Sir Charles Phillips, stating as well as I could how things were with me. This was replied to, and this is the letter in which I am accused that I had neglected the repairs which I had covenanted to do:—

Picton Castle,
Haverfordwest,
SIR, 28th October 1891.

I AM directed by Sir Charles Phillips to say that he will forward your letter to Mr. Owen of Narberth.

Mr. Evans, the bailiff, has informed Sir Charles that he has made sufficient arrangements for repairs, but if the house is in the state you describe, I am to add that it speaks very badly for your observance of the "covenant to repair" contained in your agreement for a lease.

Yours, &c.,
(Signed) H. L. LOWE,
Secretary.

Mr. W. Evans,
Manarddwylan, St. Clears.

In answer to this accusation I beg to reply that the agreement to keep things in tenantable repair had ceased *five years* before. The materials

Chairman—continued.

which I had bought to mend the roof at my own expense had to be carted away.

The landlord's workmen came to do the repairs in their own way, and in a week after they had completed their work we, as a family, were in a worse plight than ever, and had to wait another month for them to make another piece of shift work. The building is simply in an awful condition, and perfectly untenantable. The buildings and fences were kept tenantable until I had notice to quit in 1890.

July 28, 1893, I had a letter from the agents stating that the proposed sale would not take place. Then on the receipt of this letter I asked him on what conditions he would permit me to stay at Manarddwylan. This letter of mine was not answered at all, until November 20th, 1893, when he requested me, through his clerk, to sign an agreement for another year, which I refused to do. Then December 12th, 1893, I had a letter requesting me to be at home on a certain day. At this interview he asked me what was my reason for not signing the agreement, and he told me that, if I would not sign it, 'he would take possession.' At this I told him that I had lived quite long enough under such uncertain conditions. I asked him when he intended taking possession. He said 'I 'shall leave that to you.' I answered 'It shall 'be September, 1895.' At this answer the agent said 'My dear man, do not take us to be your enemies. We are your best friends. I am doing my best to stop the sale, and if the sale will not take place you shall live here and we will repair and make it comfortable for you. We do not want to throw old tenants away.' But, notwithstanding these good promises, the managers of this estate manage to keep their tenants sufficiently under water. It is a wonder that they are able to live at all, and I believe that if a prize had been given for the most effectual mode to prevent their tenants from thriving they could not have hit upon a better way to effect their purpose than by their yearly agreements, of which I and others around here are the victims.

Chairman.

41,292. In your evidence you say that your father and uncle took the farm under a life lease at the annual rent of 50*l.*?—Yes.

41,293. The lease expired in 1865, and your father took it at the annual rent of 110*l.* Then you do not agree with the evidence of Mr. Sackville Owen, who said that the lease expired nine years ago, and that the rent was 110*l.*?—A life lease was the first. That was not exactly the same as the agreement of lease.

41,294. I understand that. The life lease was 50*l.*?—Yes, my Lord.

41,295. And in 1865 when the farm was rebuilt it was put up to 110*l.*?—Yes.

41,296. Mr. Sackville Owen told us, if I have not misunderstood him, that the original rent was 110*l.*, that the farm was revalued at 120*l.*, but out of consideration to you remained at the old rent of 110*l.* That you disagree with?—Yes.

41,297. Then you have been living for nine years in this farm, which was in a deplorable condition?—Yes, my Lord. Four years I kept it up upon my own responsibility, until I received a notice. I left it afterwards.

41,298. Did the roof tumble in?—It slipped down.

41,299. Did you repair it?—No, I did not repair it, but I bought material for repairing, with a determination to do the repairs myself.

41,300. Did the agent tell you that if you repaired it he would not give you any compensation?—The farm bailiff did, my Lord. It was like this: the house was in a bad condition, and I determined to make the repairs myself without asking them. I had asked when I took the place for a second time, after they endeavoured to get me to make a shift——

Chairman.

41,301. Yes, to make the best of it?—And a storm came and I consider that there was no means of doing anything to the house without putting a new roof on it. After that I bought the slates and the laths, with the intention of putting them in on my own responsibility. At that time we were prevented by the weather, and the agent came to the neighbourhood, to St. Clear's Station, and my wife went to him and told him how I stood, and Mr. Owen sent the farm bailiff to the house at the time. The consequence was that I was prevented putting up the house myself.

Lord *Kenyon.*

41,302. I think this agreement explains the difference between Mr. Sackville Owen and you. It states that the yearly rent is to be 121*l.* 10*s.*?—I took two leases. The first was a life lease, and then a lease for 21 years.

41,303. The last agreement in 1892 says that the yearly rent is 121*l.* 10*s*?—That is dated after the notice to quit.

41,304. You have only been asked for 110*l.* per annum?—I paid 110*l.* and the tithe besides.

41,305. Did that amount to 121*l.* 10*s.*?—Not exactly—a few shillings under that—I am not quite sure of the amount.

41,306. How much was the land tax?—14*s.* 4*d.*

41,307. What do you complain of in the yearly agreements?—You do not know how to till your land. Supposing you prepare this year, a farmer wants to know two or three years in advance.

41,308. I do not understand what you mean. Do you mean that you complain that you are not allowed to plough more than 14 acres. Is that it?—Yes. That appears to be very hard,

Lord *Kenyon*—continued.

as it was so from the beginning. Everything is down on my statement that I wish to say.

41,309. That is what I wanted to know. You say at the end of your evidence that if a prize had been given for the most effectual mode of preventing the tenants from thriving, they could not have hit upon a better way to effect their purpose than by their yearly agreements?—Yes, I do.

41,310. What I want to know is, what you complain of in those agreements?—You are obliged to leave, and you cannot do anything to improve the place or improve yourself.

41,311. Why; that is what I do not see?—Because they will not allow compensation.

41,312. It does not say so in the agreement, does it?—Yes; but I asked for that before, and it was refused.

41,313. I want to know what you complain of in the agreements?—Yearly notice more particularly. Of course I must acknowledge this, that the agent had told me that he would not press me. There is a clause binding me to keep the buildings in repair, and I refused; but he said that he would not press that clause. Still, I would have to do it, inasmuch as others did it.

41,314. That is one clause you complain of. Is there any other clause that you complain of?—Nothing particular with regard to the condition, but rather the time.

41,315. Simply that it is a yearly agreement?—Yes, that it is a yearly agreement. You are obliged to leave, and unable to prepare for the worst.

41,316. I do not know why it should win a prize. That is all I wanted to know. It is very much like other people's agreements; I cannot see much difference?—Yes, only that you must leave on the 29th of September if they ask you. The other agreements are not so, without notice.

Mr. *Seebohm.*

41,317. I want to have this point quite clear. I think you said, in reply to the Chairman, that you had been living nine years in a place that was kept untenantable—which was out of repair?—That is not exactly right. I was doing that myself until I received a notice in in the year 1890.

41,318. So that really you state that up to 1890 the buildings and fences were kept tenantable by yourself until you had notice to quit?—Yes.

41,319. So that it is only four years at the most, instead of nine years, that you have been in this terrible condition?—Yes.

41,320. And your real complaint is that you are living on an estate which, owing to the fact that it is going to be sold, cannot be properly let to tenants to their advantage?—Yes, because they refused to allow me to do it myself, and they failed to do it themselves.

41,321. Is it true that you have another farm of your own?—Yes.

Mr. *Seebohm*—continued.

41,322. Then why do you continue this uncertain tenancy if you have a farm to go to?—It was after I received a notice that I happened to buy that farm. It is a piece of land without a building on it, and I have been endeavouring to erect a building.

Mr. *Grove.*

41,323. You see no reason why the landlord should not have repaired, even if he was going to sell the property?—I do not see it, but Mr. Owen perhaps can say.

41,324. We will not ask Mr. Owen about it. Would not the property sell so much better if the buildings were in proper repair?—That is my opinion.

Chairman.

41,325. There are some questions handed in by Mr. Stephen: "Did you ever ask for an "allowance in respect of the land tax before "1892?"—No.

41,326. "Has the amount of land tax you "paid been paid to you?"—No, not up to the present. Mr. Colbert Owen has promised, and said that it was not his fault, and he asked me to ask Mr. Rule Owen when I paid the next rent, and Mr. Rule Owen could not do that unless the name of Mr. Owen of Narberth was on the face of the receipt.

41,327. Then the answer is No. Mr. Stephen's questions continued: "When you asked for a "new roof did not Mr. Owen offer to repair the "old one?"—No, he told me to make shift, if possible.

41,328. "Have you not got a farm near Kidweli with a good dwelling-house on it?"—It will be so. I have not finished there. It is in the parish of Llanstephan and not Kidweli. I have not finished the buildings of the new house.

41,329. "Was not the farm valued at 170*l.* in 1886 when the second lease ended?"—I have nothing to say. The agreement says 110*l.*

41,330. "When you got the materials for a new roof, were you not aware that the farm was to be sold?"—Yes.

41,331. "Was not the clause about repairs "struck out of your agreement?"—Not in that, but it has been in the last.

41,332. "Did not Mr. Owen offer to take up the farm in 1890?"—I cannot say. I do not remember that.

41,333. The following questions are handed in by Mr. Llewelyn Williams. "Why do you "object to being allowed to plough up only 14 "acres? Is it because 50 acres used to be "allowed to be ploughed up?"—My chief object was to show in my evidence the improvements I have made.

41,334. "You say Sir Charles Phillips made "a mistake in a letter which you produce, "when he said that the repairs fell upon you?" —Yes, because the lease had expired about five years before I received the letter, or before the time of the letter.

Chairman—continued.

41,335. "Were you not born on Manarddwylan?"—Yes.

41,336. "And is it not your wish to live in "your old home?"—If I could have a building, of course that would be so.

41,337. "Did you simply rely on your land-"lord's honour that you would be repaid when "you bought the materials for repairing the "roof?"—Yes

Mr. Griffiths.

41,338. Did you make application in writing for compensation for the improvements under the Agricultural Holdings Act when you made improvements?—No, I only did so verbally.

The witness withdrew.

Adjourned for a short time.

Mr. SACKVILLE OWEN recalled and further examined.

Chairman.

41,339. Do you wish to state anything further, Mr. Owen?—Yes.

With reference to the statement of the last witness about his not getting an allowance for land tax that was promised him, I wish to say that I did tell him he should get it, but by some mistake it was not given. I do not receive the rents of the estate. I manage the estates, but Mr. Rule Owen receives the rents. I told him to allow the land tax, but by an oversight he did not do so.

41,339A. Then there is nothing you rebut; you say that that is quite right?—That is so; it is quite accurate. Further I should like to state that when the first notice to quit expired, some few years after the lease had terminated, the tenant had done no repairs. So far as I could I did the best for him to patch up the premises until the sale took place. He did it himself till the notice to quit was given. When the notice to quit expired some four years ago I offered to take up the farm, but he has year by year since begged of me to let him keep it on, because the price of stock was so low that it would be ruinous to sell it.

Chairman—continued.

41,340. I think we understood that?—May I add one word. He asked to have the property sold privately to him. The property is in the hands of trustees; it is a life interest, and we could not comply with that.

The witness withdrew.

Re-examined, 41,858.

The Rev. GEORGE BANCROFT recalled and further examined.

Chairman.

Previously examined, questions 29,738, 29,221.

41,341. My Lord, I wish to state that, though I had no connexion with the farming interest, that is, as a farmer, yet having regard to my long residence in the district where I have lived for 31 years, and having so much to do with the working people there, I thought it gave me not only a legal but a moral right to speak before the Commission, and I did so at Narberth. A week or so after there appeared an anonymous letter in the "Tenby Observer" saying that I was guilty of a vulgar intrusion. Now, you promised us when this Commission was opened that we should have protection, and I think for anonymous persons to write and abuse one just because he gave evidence in a legal way is going beyond what is his right. I wrote to you, my Lord, and sent you the letter that this person wrote and likewise my answer to it in the "Tenby Observer," and saying that I should appeal to you for protection.

Chairman.

41,341A. When was that letter written—I mean your letter to me? I have received no letter from you?—I wrote to you last Friday week I should think, or this day fortnight, but I addressed my letter to 6, Old Palace Yard.

Chairman—continued.

41,342. Perhaps that is the reason why the letter has not reached me. The headquarters of the Commission have been moved to Trafalgar Buildings in consequence of the wish of the Government to have another Royal Commission sitting at 6, Old Palace Yard. Perhaps that is the reason why the letter has not yet reached me. I am very sorry your letter has not been answered, but up to the present it has not come to hand?—I think one of the Commissioners has the letter of which I complain.

41,343. That is the letter signed "Watson Moor"?—Yes, or more correctly it should be "Vatson Moor."

41,344. Then there is an answer on the 2nd April 1894 written by you to that letter?—Yes, my Lord.

41,345. In reference to that I have to say that we are all unanimous in our determination to protect any witness who may in any way be threatened or interfered with. We have said that several times and we are fully determined to carry it out. With regard to the letter that you have brought before our notice, we are

Chairman—continued.

of opinion that the writer on reflection will regret having written it. We consider it an improper and a foolish one, and one which is not improved by being anonymous, and it should be publicly known that evidence is not confined to any class of persons, and we consider your evidence of value to the Commission?—Thank you, my Lord. Then you do not consider me a vulgar intruder?

41,346. No, in no way?—Thank you. I value your opinion more than that of the anonymous writer.

The witness withdrew.

Re-examined, 41,482.

Mr. C. R. VICKERMAN called and examined.

Chairman.

See 29,384–29,493, and 29,738–29,921, also 41,482–41,494.

41,347. You appear before the Commissioners wishing to make some rebutting statements on the evidence of the Reverend George Bancroft, who has just addressed us?—Yes, and of a man of the name of John Hilling.

41,348. You quite understand that it is rebutting evidence; you do not wish to bring forward any fresh evidence?—No, this is only rebutting evidence.

41,349. Kindly confine yourself to that?—Yes, and I will be as brief as I can, but I think I shall have your sympathy when I tell you.

41,350. We want to do what is fair and right to everybody?—For six weeks past I have been under the imputation of being a very bad landlord and being most inhuman. In the "Western Mail" of the following day after your sitting at Narberth on the 7th of March, in large print at the beginning it says, "Sitting at Narberth "yesterday. Mr Vickerman and the Widows. "Rival Colliery Proprietors;" and then another paper has it, "Eviction of Widows. Rents "raised on Tenants' Improvements. The affairs "of the Hean Castle Estate," the Hean Castle estate being my estate. "Competition in Mining. "Widows' tabooed." And then another paper (all these are local papers) "Serious allegations "against Landlords." For six weeks I have been under these imputations, and I wrote to the Secretary for the minutes of the evidence that I might have an opportunity of replying to it. He wrote to me that he was sorry to say that they would not be ready for five or six weeks, and I only received them a day or two ago. I took the earliest opportunity thereupon of coming here to rebut these statements and in self-defence. I do not come at all as fighting the battle of the landlords; the landlords are able to take care of themselves. I merely wish to state my own case, and I think I shall not have much difficulty in rebutting and refuting all those imputations. Mr. Bancroft's evidence was really so lengthy that I scarcely know where to begin, but I think his main charge was this——

41,351. Will you give us the numbers of the questions to which you refer; we had better not have anything vague, just point it out exactly?—Your Lordship will see this at question 29,741.

See 29,741.

41,352. That is the case of the widows?—You do not wish me to read all his evidence of course.

41,353. No; just contradict anything that you say is not the fact?—After beginning about the tenants being afraid to come forward and that there were Nicodemuses and Josephs of Arimathea and that sort of thing, he says, "I submit that a landlord's responsibilities "are such, the kind of property he owns is so "bound up with the interests and even existence "of many that he must exercise his rights with "prudence and forbearance, if he does not he "injures his fellow creatures in such a way as "the possessor of no other property can. This "prudence and forbearance has not been exercised in our own neighbourhood. Landlords "have studied self and no one else. They have "injured widows and the poor. In 1871 Sir "Pryse Pryse, of Gogerddan, sold his estate in "our district. This comprised five farms of 100 "acres each or thereabouts; 12 or 13 smaller "holdings of from 15 to 40 acres and about 14 "cottages, some of these having two or three "acres, some one, some with gardens only."

41,354. Is that correct?—Oh, yes, that is correct. "The tenants had been long on the "land, were much attached to their homes, and "hoped to make terms with the new landlord."

41,355. Is that correct?—Yes, that is correct no doubt. As to their hoping to make terms, that I do not know.

41,356. But much attached to their homes?—Much attached to their homes, oh yes, they are very fond of their homes here. "The sale did "not take place until August 28th, though "there was only one month to Michaelmas "Day" (this is the particular point I want to call your attention to), "the merciless instruction was issued that no widows would be "allowed to retain possession of land. Four "had to leave, one Hannah Griffiths, of North "Park, kept a cow, she lost the land and was "obliged to sell her cow. Elizabeth Thomas, of "South Hill, cultivated 25 acres; her husband "built the cottage, it was but moor land when "he took it; they made the hedges, and did all. "She had a son of 40 years of age, a steady, "sober, industrious man, who could and did "cultivate the place as well as any farmer in "Pembrokeshire, and, yet because his mother "was a widow, and had the place in her name, "they could not keep it. Mary Thomas, a "neighbour, held 15 acres, her husband built "the cottage, and did the same with the land, "and she had the same severity meted out to "her. Mary Owen, of Moysland, had 25 acres; "she kept a labourer and looked after her place, "but she too had to leave. They may live in

Chairman—continued.

" cottages, but not on the land. None of these " widows were on the parish before, but, having " the means of livelihood taken from them, " some of them had no other resource. Eliza- " beth Thomas died in one month. Mary Owen " kept off the parish for a few years, and Mrs. " Griffiths was an early recipient. The other, " Mary Thomas, found refuge with her son-in- " law. Here, my Lord, I wish to say that I " wrote to Mr. Vickerman, the new landlord, to " say that I would appear here to-day to speak " of this, so that his not being present, there- " fore, is not my fault. Here I would em- " phasise the following, if Mr. Vickerman should " reply to-morrow or the next day, that the " places were small, and such as a widow could " control, that in the case of one she kept only " a cow; in the case of the other two a labourer " was kept on one, and the son lived on the " other; that widows may be as successful " farmers as others. Three of the best culti- " vated places I know of are controlled by " widows. (*Q.*) Did Mr. Vickerman state any " reason for his objection to widows?—(*A.*) No, " not that we know of. It was dealt out all " round." Now, I must ask permission to make a statement on the subject of that which will prevent confusion, and, I think, save time. This evidence refers to a purchase that I made (not in 1871, as the witness says, but in 1872, but that does not make much difference), of an outlying property belonging to Sir Pryse Pryse, of Gogerddan, in South Wales, one of the largest landowners in Cardiganshire. This was an outlying property, containing about 1,000 acres in two blocks; it had no residence upon it; and apparently was never visited or noticed by the Pryses at all. The sale was by the trustees of Sir Pryse Pryse; I believe they were raising money to pay younger children's portions. They appointed a surveyor (who did not know much of the district) in order to survey the estate, and lot it out in lots for sale. Of this property they formed 10 or 12 lots; they offered them in the first instance in two blocks, and then, if they were not sold, they were to be sold in these 12 lots. Now it was the most singular sale that in my experience I ever had to deal with. I can pass up these particulars if that is any satisfaction. First of all, there is not a rent stated ——

41,357. I beg your pardon for interrupting you, but what we want to get at is, were these four widows on the property when you bought it?—Will your Lordship allow me: Mr. Bancroft had every allowance made to him; he was examined at very considerable length.

41,358. One moment. What we want now is the rebutting evidence?—Well, I am coming to that, and I think in the shortest way possible, but you must allow me to state my case, so as to absolve myself from these grievous charges.

41,359. Quite so, but you must be specific?—I am under the charge of inhumanity, but I will make my remarks as short as possible. Not only was there not a rent stated, or an occupation stated as it then was; they say in the

Chairman—continued.

occupation of A., B., and C., and their under-tenants; but every tenant was under notice to quit at the following Michaelmas. The sale was on the 27th of August, only a month before Michaelmas, and every tenant was under notice to quit, so that of course a purchaser might have had the whole thing thrown upon his hands. On the other hand, the tenants, I think, were very unfairly treated, because they were left entirely at the mercy of the purchaser. Under those circumstances I did what was the only thing practicable to be done: I consulted the most experienced land surveyor in South Wales who was then alive, Mr. Goode, who was the senior partner of Mr. Rule Owen, whom you had under examination that day for a consider- able time. I put the whole matter into his hands, and left it to him to re-survey and re- arrange the estate, and let it out to the best of his judgment and ability; and so far from giving any merciless instructions that widows were not to be allowed to have any land, the only in- structions I gave him were these: "Keep as " many of the existing tenants as you can." I am naturally by instinct and practice a Con- servative, and I hate changes. Those were the instructions I gave him. Then another instruc- tion I gave him was, "I hear there has been an " immense amount of under-letting on this " estate; that there are middlemen. Now I object " to middlemen very much; as far as possible " let direct to the holders of the land;" and he acted on those instructions. Therefore, I say it really is a vindictive fabrication to say that I gave merciless instructions that widows were to be ejected. Furthermore, later on in Mr. Bancroft's evidence, you will find this passage: "Is this the state of things now; " does Mr. Vickerman object to widows now?" He had to admit that Mr. Vickerman did not. Now, it was well he made that admission, because ——

41,360. Will you point out that to us, please?—I will if you give me time, but his evidence is very extensive. At *Q.* 29,768 you will see this: "Can you tell us whether Mr. Vickerman " requires any service from his tenants besides " rents that the widows could not perform?— " *A.* No; he requires none that I know of. " *Q.* Does he still insist upon the same treat- " ment?—*A.* Oh, no. *Q.* It was only just when " he came into the estate. Any who become " widows now are not turned off?—*A.* No. " *Q.* The evidence you have given with regard " to all the cottages is such as you are per- " sonally acquainted with?—*A.* Yes." So that there is the admission that that state of things does not prevail now. It seems to me that Mr Bancroft has really gone out of his way to go nearly a quarter of a century back to make these railing accusations against a neighbour. Now, I may say, considerable remarks have been made about tenants being afraid to come and give evidence before this Commission.

41,361. I should just like to ask a few questions before you leave this. When you

Chairman—continued.

bought this property were there four widows on the land?—Yes.

41,362. Was one called Hannah Griffiths?—One was Hannah Griffiths, very likely. I really cannot profess to know.

41,363. Do you know, or do you not, whether she was obliged to sell her cow and leave the land?—Now I see the point. Mr. Goode, in exercising his discretion in re-letting the estate, allotted to one or two, two or three perhaps, of the chief farming tenants two or three cottages apiece for the purpose of housing their labourers. In the particulars of sale the vendors, the trustees of Sir Pryse Pryse, had got all the cottages off their hands for they had stuck them all on the farmers. Mr. Goode found that the farmers would not take all these cottages on their shoulders, and only two or three of them agreed to have a cottage or two. This of Hannah Griffiths' was one which was allotted to one of the principal farms, a farm called North Vatson, and for anything that happened to her the tenant of North Vatson was responsible; I was not.

41,364. May we take it from you that one Hannah Griffiths, of North Park, kept a cow, and she lost the land and was obliged to sell her cow?—I cannot tell at all.

41,365. You do not rebut that?—No, I had not the slightest knowledge at the time, nor have I now.

41,366. Then Elizabeth Thomas, of South Hill, cultivated 25 acres?—Yes, that was a similar case; only that was South Vatson.

Mr. *Brynmor Jones.*

41,367. It cannot be similar, because she cultivated 25 acres?—Well, it was only a cottage she had.

Chairman.

41,368. "Her husband built the cottage." Are you aware whether that is true?—No, I am not aware at all.

41,369. Do you know whether "she had a son "of 40 years of age, a steady, sober, indus-"trious man"?—No, I do not know at all; I left it entirely in Mr. Goode's hands. I may say at that time another and important reason why I was compelled to leave it in Mr. Goode's hands was this: I was not resident in the county at that time; I was only down in the summer for three or four months. My chief residence was in Essex, 300 miles from here, and consequently I could not by any possibility re-arrange and re-let the estate myself.

41,370. Will you permit me to ask you what you are rebutting?—I am rebutting these statements where it is made to appear that I am responsible for all these atrocities.

41,371. You were the landlord, I believe?—I was the landlord.

41,372. And one of your tenants was Hannah Griffiths?—No, she was not.

Chairman—continued.

41,373. When you bought the land I mean?—No, she was an under-tenant to some one or other of the farmers.

41,374. Anyhow she was in a cottage and also kept a cow?—She was an under-tenant of one of the farmers. I shall produce witnesses; four of my tenants are coming here to support me.

41,375. But you know nothing about Hannah Griffiths?—No, I know nothing about Hannah Griffiths

41,376. You know nothing about Elizabeth Thomas?—You must recollect that at Michaelmas 1872 there were no tenancies. Every tenancy expired at Michaelmas 1872

41,377. But still this Elizabeth Thomas, of South Hill, cultivated 25 acres, and she was under notice to quit——?—By the late owners, not by me.

41,378. And when you came into possession of the estate you allowed that notice to quit to come into force?—Well, I did personally nothing; I left it all in the hands of the most experienced man in South Wales.

41,379. But you are morally and legally responsible, are you not?—No; I do not consider I have the slightest moral responsibility. I bought the land——

41,380. Before we go any further, let me get that: you consider you have no moral responsibility at all?—I do. I consider that under the circumstances all those tenants——

41,381. I beg your pardon; let us take these cases in order. Now take Mary Thomas, the next case. She held 15 acres Mr. Bancroft says. Do you know anything about her?—Yes, she was in the same category as Elizabeth Thomas, under the same man at South Vatson.

41,382. Then Mary Owen, of Moysland; do you know anything about her?—No, I do not recollect anything about her—yes, I think I did hear that she was a very old woman; utterly unable to manage these 25 acres; the buildings and everything connected with it were in the most ruinous condition, and, I think, she went into one of the cottages.

41,383. Are you aware that "Elizabeth Thomas died in one month?"—No; I do not know that at all.

41,384. Do you know that Mary Owen was kept off the parish for a few years?—No; I do not.

41,385. Then you do not rebut that. Do you know that Mrs. Griffiths was an early recipient?—No; I have nothing to do with that.

41,386. And do you know whether the other Mary Thomas found refuge with her son-in-law?—No; that I cannot tell.

41,387. Then you know nothing about these four widows, and you do not rebut the evidence of Mr. Bancroft about them?—Pardon me, I do know something about three of them, and I have rebutted the evidence. I say that they are cottages and land which were sub-tenancies, which were allotted to several farms, and the cottages I expect were required by the tenants of those farms for their labourers. You have

Chairman—continued.

had plenty of evidence that farmers must have labourers, and that their labourers must live near, otherwise they are not ready on any emergency.

41,388. Then what you really take exception to is the "merciless instructions?"—Yes; it is a falsehood.

41,389. You think that is too strong a word?—Well, I appeal to what your Lordship thinks.

41,390. I have no opinion whatever here. I am only here to take your evidence?—Well, I have no doubt what I think; I think it is rather a shameful statement altogether; perfectly untrue.

41,391. You are perfectly satisfied that these four women were turned out; you say that was quite right?—I do not think you have a right to ask me such a question as that.

41,392. You need not answer the question?—I had nothing to do with it.

41,393. You need not answer. I only ask, do you?—No; I had nothing to do with it.

41,394. Now we have finished with the widows. What is the next point you wish to refer to?—Now I think we will go to the case of the cottages. At *Q.* 29,749 towards the end of his long statement you will see this: "Then, as to cottage dwellings, "I should like to say this:—Mr. Vickerman "thinks that they are nice comfortable homes "In the 'Tenby Observer,' a local newspaper, "he calls attention to them. I am quite the "other way of thinking; they consist chiefly "of two rooms only. In some of them as many "as 10 live. Where they sleep I am at a loss. "The windows of most are too small; the "floors often damp and broken. I would like "you to take a drive, and come and see some of "the cottages. They are answerable for much "of the sickness. I should like some of the "Commissioners just to come into our neighbourhood, and see the kind of cottages, and "whether you think they are such comfortable "cottages as Mr. Vickerman has made out. "*Q.* Do you happen to know what is the rent "of those cottages? *A.* About 4*l.* *Q.* What "would be the expense of building it, if one "put up such a cottage now. *A.* I do not "know, I should think it would be dear at 30*l.*, "I should think. I do not know. I would not "like to give 30*l.* for a good many of them "that I could show you. (*Mr. Grove.*) Do you "mean to say that the cost of building a "cottage would be about 30*l.*? *A.* I do not "know. I cannot say. I have had to do with "buildings too, but not, that sort of thing. *Q.* "There is no upstairs. It is all on the ground. "*A.* Yes, no upstairs at all; and only a mortar "floor." Now, with regard to those cottages, I need scarcely say that the purchaser of a property finding cottages of that kind on his estate is not responsible for having put them up. Having purchased this estate, I found that I had made a very bad bargain. I had given a very large price, and the whole of the buildings on the estate were in a woeful state of disrepair. I will venture to say there is not a farm house or building of any kind on which I have not

Chairman—continued.

spent a very considerable sum of money. These cottages I have repaired and keep in repair. They are not so comfortless as some people imagine. In fact, as a rule, they are very much preferred by the cottage tenants to better cottages that I have built. I have built between 20 and 30 cottages of a superior kind. Several of those cottages at this moment I have on my hands; but one of these thatched cottages is never unlet. The people are accustomed to them. I need not tell you there is no roof so comfortable as the thatched roof; it is warm in winter, and cool in summer, and the mortar floors, or concrete floors, that they put keep the damp from rising. There is always a small fire kept in the house, which keeps it dry and warm. I do not think I have a cottage on the property which has not some upstairs accommodation in the shape of a loft where the male members of the family sleep. With reference to these being overcrowded, I do not believe there is a cottage on my property that is so overcrowded. If it had been brought to my notice that such a state of things existed, or if I had known that such a state of things prevailed, I should have taken immediate measures to do away with it. There is a large adjoining estate still worse off than I am. Now, what is to be done with regard to these cottages? If I only studied my own interests, I should evict all those tenants, and pull all the cottages down, because there is land attached to every cottage, and the rent of the land (good old land), would pay as much as the cottages pay, and I should be saved the repairs. The thatched roofs are most expensive roofs; they are the most comfortable, and the most expensive; of course in this particular season, this particular winter, when thatch, as every one knows, has been about three or four times its original price, it has been very expensive. I have always masons and carpenters and thatchers attached to the estate, who are constantly going round and doing repairs. All the repairs and improvements on my three estates are done at my own expense. I have built, including my own house, seven gentlemen's residences. I have built five entirely new farm buildings and outbuildings, and repaired, with large additions, six others. I have built an hotel and six houses and shops and offices, and substantially repaired three more. I have built 20 or 30 cottages and substantially repaired 10 or a dozen more. Public-houses, I thought, were too many in my village of Saundersfoot, and I closed two voluntarily, by which I sustained an annual loss of between 80*l.* and 100*l.*, because of course I do not get half the rent I used to get. I have made additions to the public roads at my own expense. In fact, I think I have done my duty as a landlord, and in the last 30 years I may say that that outlay upon these estates has exceeded 60,000*l.* The tenants, I may tell you, do no repairs; I do all the repairs. Then with regard to making any distinction between Dissenters and Churchmen, I never dream of such a thing; in fact, I think Mr. Bancroft will admit that one of the earliest things I did on Mr.

Chairman—continued.

Goode's death, when I then came to reside here and took the management of this property into my own hands, was to make a present to his chapel of a valuable bit of ground to increase their burial ground. I have among my papers here, but it is no use referring to it, a most effusive letter of gratitude for that act. I had done the same to a chapel in another part of my estate, and so far from making any difference, or showing any bigotry, I may say that I presided on one occasion at the opening of the chapel by Mr. Bancroft—I was subscribing to the building—and at another chapel I took some part in the service by reading the lessons, or whatever they call them there, and I think I have shown in every way a disposition to live and let live. For the last 15 or 16 years I have lived among my tenantry. All my income, or rather all that is left of it, I spend among them. The collieries that I own there are—well, the means of subsistence of these poor people, and I disburse from 14,000*l.* to 15,000*l.* a year in fortnightly payments for wages alone. If I had nothing more upon my conscience than my failings as a landlord or a neighbour, I should have a very clear conscience indeed. I have got four tenants here. I may tell you that I have intimated to all my tenants that they are most welcome to come before this Commission and to give evidence and bear examination and all that sort of thing, but you know what agricultural tenants are. None of them would have taken the trouble to do it excepting that in this case, seeing me assailed in the public prints, as they knew me to be unjustly assailed, four of them very kindly volunteered to come, and they are here to-day, and they will support what I have got to say. Now, that is as far as Mr. Bancroft's evidence goes. With your Lordship's permission, I must now go into John Hilling's evidence. My Lord, I wish to make a supplementary statement before we have done with the other part of it. As I have been so unjustifiably assailed on the subject of the widows by Mr. Bancroft in his evidence, I think I should give an instance, not going back 22 years, but going back only two years—an instance of his careful solicitude for widows.

41,395. I am afraid we must keep entirely to rebutting evidence; we cannot have these personal recriminations?—But is it fair for any one to come and attack another person here and then not allow the other to carry the war into the enemy's camp, because that is the thing?

Mr. *Brynmor Jones.*

41,396. But why were you not at Narberth; this is St. Clear's, and we are here for the purpose of hearing evidence relating to this district?—Why was I not at Narberth?

41,397. Yes?—Because I had a business——

41,398. I am only using this by way of argument. You have a perfect right to come or not to come, as you like; but the view I understand the noble chairman is putting is this: This is a St. Clear's day, and we will hear your rebutting evidence, as we always have done, but we cannot go into what may be called substantive Pembrokeshire evidence here to-day?—Well, this was the first appointment you could give me within reach. I have been under these imputations for six weeks; but I will tell you about the Narberth day why I was not there. I had a particular engagement of some standing, which would have inconvenienced others as well as myself, but understanding from Mr. Bancroft—he did not tell me what he was going to say, but he said, fairly enough, that he was going to give evidence that I ought to hear—I sent one of my agricultural tenants with his note and with a letter from myself to my solicitor in Tenby, and asked him to attend, and I thought he would attend. Instead of that he wrote back, "Well, if I were in your position I should "pay no attention to it;" and so I was not represented. But I do not care to go into anything further if it is your opinion that I should not.

Chairman

41,399. I think if you will kindly rebut the statements we can take the matter on its merits?—Very well, now I will take John Hilling's case, please. His evidence begins at Q. 29,834

Chairman.

Is Mr. John Hilling in the room?

Mr. *John Hilling.* Yes, my Lord.

Chairman.

Kindly listen to what the witness is going to say.

Witness.

Unless you wish it I will not go through all his evidence. He states that he had notice to quit, and how it was in connexion with a certain little colliery where his father was working (although he speaks of it as if he were working it himself), and that in consequence of interfering with my collieries I gave him notice to quit, and insisted upon it. As shortly as I can I will tell you the circumstances. Hilling, the father did open a little surface working where he raised culm as we call it; that is the small coal to supply what is termed the country trade, which Mr. Griffiths will know all about; that is where the farmers come with their carts for this small stuff and pay ready money and use it for making their ball fires. This had gone on for several years, and it became a question whether it would not be better for both—certainly for Hilling's colliery—to agree upon a price instead of cutting into each other and underselling each other, and an agreement was come to; I do not know what it was; I left that to my colliery managers; but it appeared that it came under my son's notice that William

Witness—continued.

Hilling, the father (for it was he and not John Hilling) was not adhering to this agreement, that he was underselling. Of course there are several ways of underselling—either by actually lowering the price or by giving undue weight or greater weight. At any rate it came to my son's notice that he was committing a breach of the agreement, and my son charged him with it. My son happened to be shooting over the land with some friends and with his keeper and markers when William Hilling, who, as all the world knows, is a man of ungovernable temper, swore at him, called him opprobious epithets, and warned him and his friends and neighbours off the land, and otherwise conducted himself in, I think, a most shameful manner. Well, I could not allow this state of things to continue, and therefore I sent word to William Hilling that really unless now that he was in a cool moment he would apologise or at any rate express regret for this unwarrantable conduct towards my son, I could not retain him any longer on the property. Well, he is an obstinate man and he would not even express regret. That went on and then I served him with notice. Having served him with notice, whenever my son went near the land one of the daughters would come out and throw up her arms like a mad woman, yell at him, and call him all sorts of names. That went on for about a twelve month until the notice was nearly expiring. When the notice to William Hilling (bear in mind William Hilling is the father and John Hilling the son) was just on the point of expiring a neighbour and cousin of theirs Mr. Thomas Thomas, who is here and whose evidence will be tendered, wishing to do a kind and neighbourly act to the Hillings, brought his son John Hilling up to me and asked if I was decided to insist on that notice, that I would not take the holding out of the family and that I would let it to the son. "Well," I said, "The last thing I like to "do is to disturb an old tenant, and if we can "come to an arrangement I will let it to the son; "but," I said, "it is upon this express condition, "that if I let it to you, your father is not to "remain on the premises. I will have nothing "more to do with your father until he expresses "regret or makes an apology." The son took it upon those conditions. I have two witnesses here to prove it. Of course he might have said —it was open to him to say—"No, I cannot "admit of such a condition, I will not turn out "my old father," in which case he would not have had the holding. However, he accepted the conditions and became my tenant. Well, another year elapsed and then my son, who happened to be shooting there again, said "Are you aware that William Hilling "is still on the premises just the same as "ever?" "No," I said, "of course I am not "aware. I expected that he would have left the "time he ought to have left." "No," my son said, "he is there." Then of course I inquired into this and found it was so, and therefore I gave John Hilling notice; but at any time if William Hilling had come up and expressed

Witness—continued.

contrition, or at any rate apologised, for his behaviour, he might have been reinstated in the land.

Chairman.

Mr. Llewelyn Williams, do you object to this evidence as Mr. Vincent objected to similar evidence.

Mr. *Llewelyn Williams.* I certainly think, my Lord, that the local witnesses should be heard first.

Chairman.

I do not mean that; but do you object to this as hearsay evidence—that it is only what was told to him?

Mr. *Llewelyn Williams.* Yes, my Lord.

Witness.

There are two witnesses here who will confirm what I say. I blamed Thomas Thomas for not telling me, as it was on his intercession that I had accepted John Hilling. However, he said he did not like to do an unneighbourly action, and so it was that I knew nothing about it. I acted upon that notice. I may tell you six months before that notice expired Hilling came up and asked if I intended to insist on the notice. "Yes," I said, "most certainly." Then immediately upon that he advertised for a ploughing match, and he ploughed up all the old pasture land that had been laid down for, as he says, 10 years, but certainly some of it for more than 20 years; ploughed it all up really in order to damage the property. Then he comes and gives evidence here, and makes it a complaint that I tried to hinder the ploughing up. Of course I did. I tried to stop the ploughing because it would damage the property. However, I was too late; he had his ploughing match, and he ploughed up all the land. Then it went on for another six months till the notice expired. In the meantime, Tom Thomas, his neighbour, who would have taken this land, but for not wishing to interfere with the Hillings, when he found from me, after asking me over and over again, that I would have nothing to do with these Hillings, he agreed to take the land, and then there was a regular Irish performance there. They took out the window-frames, carried away the doors, and tried to set fire to the building. When poor Tom Thomas had his plough there, the plough disappeared one night; a second plough and cart wheel followed the fate of the first, and altogether it was quite a matter of Irish doings, and yet they have the face to come here and complain as if they were very aggrieved. It has done me no harm —(that will not be a satisfaction to them)—for I have relet the place, notwithstanding my experience, to another Hilling, a cousin of theirs,

Witness—continued.

at just the same rent, after all this damage to it. There are other points that I might go through, but really I do not want to weary you.

Chairman.

41,400. I have only one question upon that. Was Hilling under any agreement?—Originally he was under an agreement not to plough up pasture land.

41,401. Can you produce the agreement?—I can produce the original agreement before he had further land added to it. (*Handing agreement.*)

41,402. Are you aware that he built his dwelling-house and all the outhouses with the exception of the old widow's dwelling-house, and fenced it and drained a little over 1,000 yards of draining?—No. Of course all that happened before my time. I am not aware of it. The house was a very poor affair. In regard to draining, since you touch on that, he did some draining, and I supplied the pipes, but he used very little of the pipes, and positively, at his sale the other day, he sold the remainder of the pipes that I had provided, which I call rather "good business."

41,403. In the agreement it is "not to plough "or break up into tillage any mountain or pas- "ture lands described in the schedule." That was done?—Yes. I may say, of course John Hilling left with an arrear of rent which I shall never get a sixpence of. That is a matter of course.

41,404. Is there anything else you wish to say?—Well, as you are not unnaturally a little impatient to get through the work before you, I will not detain you. I could say a lot more. I wish you would allow me to bring my witnesses forward.

41,405. What have they got to rebut. You see this is entirely rebutting evidence?—Well, two of them will confirm some of my evidence, but I should like them to bear testimony to the state of things in our neighbourhood—what is their opinion of the landlords. We have heard a lot of evidence from the tenants' point of view. Now I am tendering some evidence from the landlords' point of view.

41,406. That is quite so, but we cannot go into any fresh matters from Pembrokeshire to-day?—Very well, only recollect they are here.

41,407. We are only pleased to hear rebutting evidence on any specific point—any statement that has been made by any witness; we are only too anxious to get at the bottom of everything, but it must be distinctly understood that we cannot break fresh ground that ought to have been taken when the reverend gentleman gave his evidence.

Mr. *Brynmor Jones.*

41,408. I think you referred to some case that you described as an Irish piece of business taking place on your estate?—Yes.

Mr. *Brynmor Jones*—continued.

41,409. Has any such occurrence come under your notice on any of the adjoining estates?—No, I have never heard of it except in this instance. It is a new importation into Wales, and I hope it will not take root.

41,410. Does it strike you as odd or not, that the first instance of such a thing happening in Wales should be on your estate?—Yes, certainly; and I hope it will be the last.

41,411. You cannot suggest any reason for its happening more than what you have said?—Oh yes, I can. I think I have given reason enough. They did not like to be dispossessed of their holding, although they had brought it about by their own misconduct, and this is their way of showing their resentment, no doubt. They thought they would injure me, no doubt.

41,412. But it indicates, does it not, that the prevailing opinion of the neighbourhood was against you?—Not the slightest; it indicates a little clique. Hilling, and Bancroft and Co., know who did all these things; they took refuge in Hilling's house close by. We had the police to watch, but we all know what the police are—country police—they never catch anybody. There were all these holloaings and shoutings, and letting off guns, and that sort of thing. Thomas Thomas was a stalwart man himself.

41,413. I have known a great deal about the carrying out of the law in Wales, and I can only say that no difficulty ever came under my notice in executing any warrant to recover possession of land. I have always found the Welsh a law-abiding people. That is my experience?—Pardon me, have you never heard of Rebecca in this neighbourhood, which was the headquarters of Rebeccaism. Do you call that law-abiding?

41,414. That was before my experience?—Well, my experience goes back further than yours. I appeal to my white hairs.

41,415. Yes, but then you lived in Essex?—But I have always been backwards and forwards down here during the summer.

41,416. What during the Rebecca riots?—Yes, during the Rebecca riots.

41,417. Now, how long was Mr. Goode your agent?—Until his death.

41,418. That does not tell me?—The sale was in 1872, and I think he died in 1875. He not only relet the estate for me, but he managed it, received the rents and all that sort of thing, charging the usual commission, until his death.

41,419. As I understand, you became a purchaser of an estate which, at the time you bought it, was occupied by the tenants of the late owner?—Yes, just so.

41,420. And your instructions to your agent were to relet the estate?—Yes, but to give the preference to the existing tenants—the old tenants. Wherever it was possible my express instructions were to make terms—to re-let, in fact to let again—to the existing tenants; and I know that Mr. Goode fulfilled those instructions, because they would be quite in accordance with his own practice and wishes.

41,421. But in the case of three people he does not appear to have done so?—Why not?

Mr. *Brynmor Jones*—continued.

41,422. In the case of the three widows, I mean?—It was his duty to divide the farms, so as to have them cultivated properly, and to large farms he was compelled to allot a cottage or two, which he did.

41,423. I am confining my questions purely and solely to the question upon which you came to give rebutting evidence, and nothing more occurs to me now. I will not go into the question of the adjectives you have used. It seems to me that in substance the facts deposed to by Mr. Bancroft are not contradicted. The only thing is that you shift the blame on to the deceased Mr. Goode?—I have contradicted everything that I have been allowed to contradict, but my mouth has been so shut up on every occasion I have attempted to defend myself.

41,424. Do you deny that as a consequence of your purchase four people, who had been tenants of the estate, ceased to be tenants of the estate?—Not in consequence of my purchase in particular, but in consequence of any one purchasing. It is not only myself, but if A.B. or C.D. had purchased they would have been in exactly the same position. When that purchase was effected there ceased to be, you may say, a tenant on the estate, because they were all under notice to quit.

41,425. That is only a matter of legal inference if the people were there?—It is a matter of fact.

41,426. No, no, it is a matter of law?—It is a matter of fact as well as law.

41,427. Then you turn everybody out, do you?—I could; I could have turned everybody out.

41,428. But did you?—No, I turned nobody out.

41,429. Then, as a matter of fact, the notice to quit only operated in the instances mentioned by Mr. Bancroft?—I am sure I cannot tell you. As I have said half a dozen times before I left it entirely and exclusively to Mr. Goode.

41,430. So I understood?—I was away, I was an absentee at that time, because the sale was to be completed at Michaelmas, but owing to title and one thing and another it was not completed till the following February. I left everything to Mr. Goode.

41,431. I only want to get at the fact. Is it, or is it not, true that the four widows were sent away by Mr. Goode or somebody?—By the agricultural tenants to whom the cottages were allotted I daresay they were.

41,432. Then we seem to have got at that fact?—I thought we had got that fact half an hour ago; but that does not matter.

Sir *John Llewelyn.*

41,433. What was the date when you came into possession of this property?—I had to come into possession at the following Michaelmas. Mr. Goode (as you might have seen by the agreement with Hilling) had to make temporary agreements for one year with every tenant who wished to remain to give him time to be in a position properly to lot out the estate.

Sir *John Llewelyn*—continued.

41,434. What I want to know is the date of your coming into possession of this property?—I can give you the exact date if you like of the completion of the purchase.

41,435. Yes, the exact date, I want to know when you came into possession. Did you come into possession on the same day that these notices to quit expired?—No, I was not entitled to possession then. You know how these sales are effected. You pay a deposit, but until you pay the remainder of the purchase money you do not get possession.

41,436. When did you become the legal possessor of the property?—It was some date in the following February. If you will allow me a moment, I have a memorandum of it here.

Mr. *Brynmor Jones.*

If that is so, the people remained and they were entitled to another notice.

Sir *John Llewelyn.*

41,437. If you cannot find it, never mind?—I am sure it was in February because to refresh my memory I referred to it only yesterday.

Mr. *Griffiths.*

41,438. Have you a copy of the instructions you gave to Mr. Goode about the letting of this land?—No, they were verbal instructions. As you may recollect at that time he used to spend a good deal of the summer at Saundersfoot, my village, so that I was in daily communication with him.

41,439. The answer you just gave to Mr. Brynmor Jones was that you were away at the time?—No, because this was in August at the time I was always down.

41,440. Then you knew what Mr. Goode was doing with regard to this property?—Oh, yes, but I did not interfere with him.

41,441. You say you were not morally responsible, but you were there and seeing what Mr. Goode was doing?—Well, I was there till about October, then I used to go back to England.

41,442. Would the pleasant relationship that always existed between you and the Hilling family ever have been interfered with—would this unpleasantness ever have arisen, if it had not been for this colliery business?—Certainly, the colliery business had nothing to do with it except as giving occasion for the altercation. They say in the evidence—it is too absurd—that I envied this colliery. Mr. Bancroft repeats that. Is it likely when I have got so many collieries of my own that I should envy this?—I could have shut it up at any time—could shut it up now; but I know it is shutting up itself. You know what the commodity culm is, and you pretty well know that I have always some thousands of tons of that unsaleable on the bank. If I had only chosen to drop the price I

Mr. *Griffiths*—continued.

could have shut up this little colliery at any time, but I did not care to do it.

41,443. Is the colliery on your estate?—Yes. I am working my own minerals and the minerals of adjacent proprietors that are commanded from our pits.

41,444. I understood the colliery was on the Lawrenny estate?—No; I shall reach some of the Lawrenny coal very soon I think, but the pits are not on the Lawrenny estate.

Lord *Kenyon.*

41,445. Is Hilling's colliery on the Lawrenny estate?—Yes, it is.

Mr. *Griffiths.*

41,446. That is the one I was referring to. Then how could you shut it up?—Simply by underselling, because the Hillings are not men of capital; they must have their daily receipts coming in to meet their daily wages, and if I had dropped the price to half, say, none of the country carts would have gone to them, and of course they would have come to my collieries; but I did not care to do it.

Chairman.

41,447. I have two or three questions handed in by Mr. Llewelyn Williams. "Do you act as "your own agent?"—Yes, I do now.

41,448. "What practical experience of farming "have you?"—I have farmed all my life, and had to do with estate management for ages.

41,449. "Is it not a fact that your training "was a legal, not an agricultural one?"—My training was both legal and agricultural. It is 30 odd years since I retired from the profession, when, I am proud to say, I was a member of a firm that could trace its existence back to 1710, the date of the formation of the Sun Fire Office, but even at that time I lived in the country and farmed; when I was in Essex I farmed 250 acres of land all about the house, and I farm now. In fact I have been in land all my life.

41,450. Then I have some questions by Mr. John Hilling: "Is not the cause of my father "having notice to quit that he opened a small "colliery?"—Certainly it could not be, because he opened this colliery years before he had notice to quit.

41,451. "Did you not say that father was "picking your pocket daily?"—Did I not what?

41,452. Yes?—No, I never said that.

41,453. You never said that Mr. Hilling, sen., was picking your pocket daily?—No, it was not an expression that I used.

41,454. "Did you not say that to Mr. Ban-"croft?"—No, certainly not.

41,455. "Did your son tell you that he on "one occasion when on Vatson Moor threatened "to shoot my father if he did not get out of "the range of his gun?"—I do not believe it is possible. My son is a very different sort of man to that.

Chairman—continued.

41,456. "Is he present to confirm or deny this?"—No, he was not aware that his presence would be necessary at all, else he would have had no difficulty in denying it.

41,457. "Has he not been the sole cause of "my father being turned out of his farm?"—I have given the cause already—his misbehaviour and ungovernable temper, and refusing to express regret for it.

Chairman.

Mr. Hilling, the Commissioners think that these declarations that you tender cannot be received, but if you desire to make a statement, of course we shall be very glad to hear you on anything you have to rebut in the statements made by Mr. Vickerman.

Mr. *Hilling.* Thank you, my Lord.

Chairman.

41,458. "Did father not drain by your in-"structions more than 1,000 yards on the "farm?"—I should say, speaking from recollection, that he did not drain anything like that quantity evidently; he did not use all the pipes that I gave him.

41,459. "Did he not cart the pipes from your "place above the 'Wogan Arms' to his farm?"—Very likely, for his own use.

41,460. "When you turned him out did you "pay him for his work and carting?"—No, certainly not. He had my pipes, and he sold the remainder of them.

41,461. "Did you not promise father an "agreement?"—I do not recollect. If he had wanted an agreement at any time he could have had it. Nearly all my tenants have 21 years' leases.

41,462. "Did you not charge him 1*l.* extra as "a condition of giving it?"—No, certainly not.

41,463. "Did you fulfil your promise of "giving him an agreement?"—First of all, I certainly should have fulfilled it if I had made it, but I do not recollect any promise. I believe I did not make any promise, and he certainly did not apply for it. If he had applied for it he would have had it if he liked to have paid the lawyer's charge.

41,464. "Can you explain why the rent was "risen from 19*l.* 15*s.* to 21*l.*?"—No, I did not even know there had been such a rise.

41,465. "Which your rent book shows?"—I did not know it. I do not say there was not, because of course I have not referred, but I am not aware of it.

41,466. "Why was John Hilling turned out?"—I have given the reason.

41,467. "Was it because of keeping his father "and mother on the farm?"—Yes, contrary to agreement.

41,468. "Did he make any condition that he "would turn them out?"—He certainly did, and I have two witnesses here to prove it.

Chairman—continued.

41,469. "His mother having been bed-ridden "for three years?"—That I knew nothing about.

41,470. "Your son came to get votes?" Is that the fact?—Well, I do not know. I think there was a county council election going on, and it is very likely he may have called there and at other places.

41,471. "And saw my father; was it not "after that visit that you turned me out?"—Well, that depends on the dates. The dates will show.

41,472. "Did you not tell me at the rent after "the election, for not turning my parents out I "would get notice to quit?"—That is not unlikely, because I may have just heard that he had not performed his agreement—had not performed his condition. As I said before he had a perfect right to object to the condition if he liked, but having accepted the condition he was bound to perform it.

41,473. "Did you not send me notice through "a solicitor that you were going to apply at "Narberth County Court for an injunction to "restrain me from ploughing?"—Oh, yes, most certainly, and I would have restrained him if I could.

41,474. "Did not the Judge refuse to grant "the injunction?"—Well, that was a blunder of the solicitor. It seems they cannot grant an injunction unless you commence an action previously, and it was such an expensive business

Chairman—continued.

and I knew that as I had a man of straw to deal with it was not worth powder and shot.

41,475. "The Judge did not grant the injunc-"tion?"—No, he did not grant the injunction. It was only a formal application, and therefore the old pasture land was broken up.

41,476. "Did you not through your solicitor "issue posters the night before the ploughing "match was to take place threatening with the "penalties of the law any person or persons "who trespassed on Vatson Moor?"—It is very likely my solicitor did.

41,477. "Did the law give you this authority?" —I suppose the law gives anyone authority to give notice to prevent their property being injured.

41,478. "Did not your solicitor come there "whilst the match was going on and take down "the names of persons who were on my farm?" —That I do not know, I left it in his hands.

41,479. "What right had you to do that?"—Well, I should think every right. I think a man has a right to go on his own land and take down the names of any people he finds there.

41,480. "Did you not make an improper use "of the law to frighten and intimidate me and "other persons?"—Well, I think not.

41,481. "Are you aware you intimidated "persons who were coming to plough so that "there were 12 teams less than there otherwise "would have been?"—In other words that I prevented so much damage being done. I am very glad to hear it.

The witness withdrew.

The Reverend GEORGE BANCROFT recalled and further examined.

Chairman.

41,482. Is there anything you wish to say?—I took the same view as the Commission did that this was a St. Clear's day and not a Pembrokeshire day, and before I came to the court I had written this down. Mr. Vickerman says he had an engagement on that day, but, my Lord, it was the races; that was the engagement.

41,483. I do not think that is rebutting evidence. He said he had an engagement?—All right, my Lord, I will say no more about that. But what I want to ask you is this: do you think that I have stated anything wrongly with reference to the widows? Is there any need of further evidence on my part.

41,484. I do not think so, sir. You have stated your case and Mr. Vickerman has stated his?—Then I just wish to state this, and I shall take up your time no longer. I give Mr. Vickerman every credit. I wish to God that there were more Mr. Vickermans in Pembrokeshire.

41,485. I do not think that is rebutting evidence. If there is anything you want to contradict, well and good?—He gives employment to a number of people. I have already said so, and others do not.

41,486. What is it you want to rebut?—Just one word more. Mr. Vickerman has charged

Chairman—continued.

me with a very serious offence. I declare before God and this Commission that I know no more about who fired that cottage or who stole those ploughs and wheels than an unborn babe.

41,487. Nobody ever said that you did?—Yes, he said Mr. Bancroft would know perfectly well. Is such a statement against a minister of the Gospel to be allowed to go forth to the whole world unchallenged.

Chairman.

41,488. I do not recollect that. Will the shorthand writer read his note?

The shorthand writer read the following passage:—

"*Q.* But it indicates, does it not, that the prevailing opinion of the neighbourhood was against you?—*A.* Not the slightest. It indicates a little clique. Hilling and Bancroft & Co. know who did all these things; they took refuge in Hilling's house close by."

41,489. Have you anything to say now?—I have to say: I demand an apology now from Mr. Vickerman, and that will suffice. If

Chairman—continued.

not, I am bound to go to law with Mr. Vickerman, poor as I am. If there is an apology, there is no more about it, but as a minister I am bound to demand it.

Mr. *Brynmor Jones.*

41,490. I do not think we can listen to any demand for an apology?—Very good; then Mr. Vickerman will have to give it elsewhere.

41,491. He certainly charges you with having been an accessory to what appears to be an unlawful offence?—For me to go and tell people to kindle fires in houses!

Chairman.

I am afraid we cannot take this.

Mr. *Vickerman.* As Mr. Bancroft says he did not do it, I withdraw that charge; but he lives right in the midst of all these cottages, and it seemed to me that he must know it.

Witness.

I live there to teach them better.

Chairman.

41,492. We quite understand your feelings on the subject?—But is that to go on the notes?

41,493. It is on the notes that Mr. Vickerman has charged you with being an accessory to an unlawful offence. This is a case that we cannot as Commissioners settle. The remedy must be sought in another place. It is a question on which we can give no possible opinion?—All right, my Lord.

The witness withdrew.

The Commissioners conferred.

Chairman.

It is the unanimous wish of the Commissioners to know whether Mr. Vickerman would be prepared to withdraw that statement unconditionally.

Mr. *Vickerman.*

As Mr. Bancroft has denied the knowledge, I will withdraw it.

Mr. JOHN HILLING called and examined.

Chairman.

41,494. What do you wish to say?—My Lord, I have not much to say, but I come here just to tell the truth. I wish to say that all that Mr. Vickerman has said in reference to firing the cottage is untrue; but I will meet Mr. Vickerman's charge in another place.

See 41,399–41,481.

Chairman—continued.

The witness withdrew.

The Reverend WILLIAM THOMAS called and examined.

Chairman.

41,495. You are are an Independent minister at Whitland?—Yes.

41,496. Will you be good enough to give us your evidence?—

About six depressions have occurred during the 39 years I have laboured as a minister in the Whitland district. But the two last, and especially the last of all has been the most disastrous to the farmers of Carmarthenshire, Pembrokeshire, and Cardiganshire. I mention the three western counties of South Wales, because I have attended several meetings in each during the past 15 months in connexion with the land question. The complaints in those meetings and those made privately to me point in the same direction; that is, that the grievances of Welsh tenant farmers and labourers are really unbearable any longer and should be immediately redressed for their own sake as well as that of their landlords and the country at large.

The first grievance is *exorbitant rents.* Landlords demand more than their due of the profits of the land. No one denies their claim to a fair proportion of the produce, provided they keep within the bounds of justice. This is a general, though not an universal, complaint made by farmers during past years.

The second is *unequal and unjust taxation.* The lower classes are burdened with heavier rates and taxes than well-to-do people. For instance, 81 years ago land paid towards local burdens 70 per cent.; but it is assessed now at less than 25 per cent. Houses then paid 27 per cent.; but the same are now assessed at 60 per cent. Land has been reduced in 81 years nearly two thirds, whereas the rates on houses have been more than doubled during the same period. Again, well-to-do people pay less duty than the common people. The former pay 1*l.* for realty—freehold and copyhold—for every 6*l.* paid for personalty by the latter.

41,497. You mean probate duty?—Yes. Certainly this cannot be right.

The laws of a civilised and Christian country should not in any case favour the rich at the expense of the poor.

Chairman—continued.

The third grievance is *insecurity as to the continuance of tenancies.* I knew a small land tiller years ago whose tenancy was under 20 years; yet he had in the house 16 notices to quit. When notices to quit are frequent tenants have no heart to cultivate their holding. Then, there is no security for compensation for improvements without expensive law suits. To enter a law court against a rich landlord is no joke in the present state of the law, even to a well-off tenant; how much more so to a hard-up farmer, who is struggling against the adverse tide of circumstances?

The fourth grievance is *losses caused by fox breeding and fox hunting.* This may be a very trivial grievance in the estimation of well-to-do ladies and gentlemen, who are wonderfully inspired by the sonorous voices of dogs, and a possible sight of a fox either alive or dead. But to a hard-working farmer it is a great loss to find in one morning half-a-dozen fowls taken away, or the same number of lambs bled to death by foxes. If a farmer in a fit of temper were to kill the destroyer of his property, the consequences would be very serious should it become known to the executive. Then on the hunt day a number of strange ladies and gentlemen congregate on horse-back, gallop through the fields, break gates, pull down hedges and frighten cattle almost to death without offering a single penny for the damage done to a hard-working man's property. This happened in my own case once. It was indeed a loss of a few pounds to me in a few minutes, because so many horses went at such a rate through a tender soil, and the effect on the stock and hedges. Such trespass as this is unbearable, and should be effectually prevented, and ample compensation paid as soon as possible.

The fifth grievance—*evictions on political grounds.* To deprive any man of his livelihood on account of difference at the polling booth is both impolitic and unwise, as well as cruel. Instances of this happened on Whitland Abbey estate in the years 1868 and 1874. The owner then was the late Hon. W. H. Yelverton. The hon. gentleman had become a Conservative then; although he had represented the boroughs of Carmarthen for several years as a Liberal. In the year 1868 the ice of Conservatism was broken in Carmarthenshire by Mr. E. J. Sartoris. Mr. Yelverton's farm bailiff did all he could in every way to bring about the triumphant return of the Conservative candidates. In canvassing he approached the estate carpenter—William Morgan—and asked for his vote. The carpenter's reply was, that if he was free, he would like to give one vote to Sartoris and the other to *Master*, i.e., to whomsoever he directed him. No, that would not be satisfactory. It was essential to give the two to the Conservatives. The last order was, to be ready early on the polling day, and the carriage came for him at the time fixed beforehand. But William Morgan was not found—as if the earth had swallowed him up. He refused to go to St. Clear's, and it was no loss to either side as it happened.

Chairman—continued.

But on the following morning very early the bailiff visited the carpenter, and told him with an air of authority, 'Will, you go up to the 'Abbey to speak to the Honourable before you 'do anything again on the estate.' However, 'Old Will' was too old to stoop in such circumstances. It was too stormy at the Abbey then for him to ask anything. But he went in search of work, and succeeded in getting 3*d.* a day more than he had on the Abbey estate. He refused to return for three months to his work, and did not go before a special messenger came from his master asking him to do so forthwith.

41,498. What was the date of this circumstance that you have just mentioned?—1868.

In 1874 I was served in the same manner by the same landlord. I had been his tenant since 1864. The present owner—Mr. W. H. M. Yelverton—owned the house and garden then, and his father owned the fields, which he let to me as a yearly tenant through his son and heir. In 1874 there was a contest in the county for two seats. At the beginning of the campaign Mr. Yelverton sent me a printed circular asking me for 'my vote and interest.' I consider the circular very pressing. After thinking the matter over I wrote a respectful reply in the negative. It was unmistakable in its meaning I confess. I loved my freedom intensely, and made up my mind to use it in accordance with my deep convictions in favour of Liberalism, and that independently of all possible and certain consequences. In a few days it was made known to me that I had offended the Honourable gentleman, and that a notice to quit would follow on or before March 25th. This happened at the end of January. I was not at all frightened by the intelligence. However, on the 21st of March I was served with a notice to quit on the 29th of September next. On the 31st of August I sold all my stock and crops by public auction. The auctioneer asked the farm bailiff for permission to leave the hay on the premises until the spring. He blankly and bluntly refused in the hearing of a crowd of people, and thus I lost about 30*l.* on that rick of hay. But I never asked for the land because I felt I had no joint either in my body, mind, or creed to stoop to any landlord in such circumstances. But the present owner (that is the son) had no sympathy whatever with my eviction. I believe this firmly, because he offered me a lease on the house and garden, and we have been ever since on friendly terms. However, the Hon. Mr. Yelverton when he read a copy of his own circular and a copy of my reply to him, together with my comment on his treatment of a poor dissenting minister, in the "Carmarthen Express," made up his mind from that day forth to dismiss his farm bailiff, who had unfortunately dragged him before the tribunal of public opinion, unconditionally. In twelve months after Mr. Yelverton through the farm bailiff served me with a notice to quit, the latter received one himself, and died in six weeks. I maintain that no landlord has a right to tamper with the sacred convictions of their conscientious tenants.

Chairman—continued.

The last grievance is *the abatements granted by some landlords.* They have been inadequate to the circumstances of the farmers. Mr. T. E. Ellis, M.P., said at Harlech, about 15 months ago, that the landlords till then had only granted 7,000,000*l.* abatements, whereas the losses of the farmers amounted to 77,000,000*l.* already. Reduction would be better. Abatements are uncertain, and savour too much of a favour instead of rights—too much like parish relief to be satisfactory to men who feel their dignity properly. A great number have refused even abatements during the present depression.

I shall now propose the following remedies, which, in my opinion, will brighten the farmer's prospects very materially in the near future:—

The first is *re-adjustment of rates and taxes.* I endorse the views of Sir F. Fitzwygram, M.P., and those of Mr. J. C. Macdonald, M.P., in speaking on the Queen's Speech at the opening of Parliament on March 12th ultimo. The former 'Looked to the redistribu-' tion of local taxation as the means of giving ' to British agriculture a new lease of life.' The latter 'Did not think it possible to do anything ' to remedy the depression in trade which would ' be so effectual as the removal of taxation from ' the poorer classes and placing it on the ' shoulders of the rich or, in other words, as a ' popular budget.' To bring this about it is necessary to revise and amend the Poor Law Union system. Under the present system some parishes suffer grievously. Too much money goes out of some parishes, while only very small amounts return in relief to paupers. For instance, the ratepayers belonging to Bethel Congregational Church, Llanddewi Velfrey, for the year ended on March 31st, 1893, paid in poor-rate the sum of 117*l.* 4*s.*, but no more than 16*l.* 0*s.* 6*d.* of that sum was paid to paupers who belonged as members of the same church, and if the said church supported all the paupers in the parish it would not cost more than 63*l.* 10*s.* 8*d.* The rates paid by Churchmen and Baptists should be added to the 117*l.* 4*s.* 0*d.* paid by Congregationalists, in order to prove the enormous sum taken out of the parish in comparison to the small sum which came back to the same in the form of relief to paupers. Again, the Local Government Act should be amended forthwith. It is a good Act upon the whole, yet some of its clauses may be materially improved. Some parishes loudly complain, especially of the highway rates. By paying more than they used hitherto, other parishes are relieved correspondingly. This does not mean that rates are higher under County Council administration than under magisterial administration. It was stated before you at Pembroke that rates have been raised 25 per cent. It is not so in Carmarthenshire and Pembrokeshire. In the triennial report of the former the following fact is stated:—'The difference in the rates of the two ' triennial terms' (that is, the three years previously to the County Council administrations) ' amounts to a reduction in the latter term of ' one and eleven-twelfths of a penny in the ' pound, equal to an annual saving of ' 4070*l.* 18*s.* 3*d.*' This was uniform throughout the county. Rates were also lower in the parishes during the same period. The total saving of Llangan parish, the parish in which I live, was 305*l.* 15*s.* 6*d.*—1*s.* 6*d.* in the pound—an average saving annually of 101*l.* 18*s.* 6*d.* Llanboidy saved 634*l.* 7*s.* 6*d.* during the same period, and that means an annual saving of 211*l.* 9*s.* 2*d.*—1*s.* 3*d.* in the pound to the parish.

Pembrokeshire County Council succeeded in the same period in reducing the rates all over the county as the following statement satisfactorily proves:—'The total rates for the last three ' years of the Quarter Sessions were 9¾*d.*, ditto ' for the first three years of the Council 7½*d.*—' a saving of 2¼*d.* in the pound, equal to about ' 4004*l.*' That result is good, but if the Act be amended County Council administration will tell more favourably still on the rates.

The second remedy is *the application of all public property to truly national purposes.* The nation's money has been monopolised by a fractional minority of the population for sectarian purposes during the past 205 years, and it is high time every penny should be devoted to purposes which will benefit the people generally.

The third is *a good land law.* The land laws of this country have been weighed in the balances and have been found wanting. A new law should be framed without delay to safeguard the rights of all parties, landowners, land tillers, and land labourers. It should comprise the following provisions among others (a.) tenant right based on the tillers' improvements; (b.) security of tenure; (c.) cheap transfer; (d.) commodious buildings on every farm for men and beasts. A good dairy and kitchen more necessary than any room in the house; (e.) a sliding scale to regulate rents by the market prices of stock and crop. Such a scale is already used in hiring and letting land throughout the country. A perfect scale as is suggested will be a great boon to landlords, tenants, labourers, and the country. As soon as it is adopted landowners will get their rents punctually, regularly, fully, and cheerfully; tenants will get interest on their capital, remuneration for their labour (they, their wives and children), and sufficient profit to pay the required number of labourers to till the land so as to keep up and strengthen its productive power. Labourers will be tied down to the land by 'a living wage,' and will return to the country by thousands from underground works and overcrammed towns and cities. Then the whole country will benefit as a matter of course. The frictions between landlords and tenants and tenants and labourers, the classes and the masses will come to an end for ever. Better farming, better stock and crop, better prices and greater comforts; (f.) a land court fully empowered to settle every question, awarding damages to landowners from tenants who allow the land to deteriorate by neglect, and compensation to tenants with regularity for all kinds of improvements. Neither landlords nor tenants should be afraid of the scrutinies and

Chairman—continued.

disclosures of such a court unless there be something wrong in their procedures. To reflect on a prospective land court is a shameful weakness in any man. This cannot be done either without virtually reflecting on Her Majesty's other courts as far as I can see. Our Judges, as a class, are competent, upright, and conscientious interpreters of law, and we have no reason to doubt the Judges of the future, even if we believe in nothing but in the development theory.

The fourth remedy is *Government help*, by lending money to small freeholders at a cheap rate of interest or on the same plan as the Irish, by cultivating the immense tracts of waste lands which produce nothing for the good of the community, and by agricultural grants for good farming, &c. This will be much more profitable to the kingdom than wasting public money in imitating the madness of continental nations in building needless and expensive war ships.

Sir *John Llewelyn.*

41,499. You speak of one of the grievances of farmers as being insecurity of tenure. How would you give them security of tenure?—Well, I would grant them good leases. Some farmers are satisfied with their present security on some estates, but in the event of a change of ownership, by the death of the landlord, or by the sale of the land, the tenant has no security whatever at present.

41,500. Probably you would be of opinion that the better the landlord the worse would be the change in case of a sale?—Well, of course the purchaser may be a good landlord too, but as has been the case in times past the rents rise as a rule.

41,501. What period would you recommend for any security of tenure—for how long a period?—Well, I suppose that would depend just upon circumstances.

41,502. Have you thought it out at all? For example, supposing that leases upon just and equitable terms were arranged, would you propose that there should be a revision every seven years, or 14 years, or 19 years, as is the custom in Scotland?—No, not every seven, or 14 years, but probably every 21.

41,503. But would you like a longer term?—Yes, a longer term certainly; it might be longer than that.

41,504. I was rather amused by your evidence about losses by fox hunting. I thought fox hunting was very popular in this part of the country?—Well, it may be popular, but still there is a popular feeling against it too.

41,505. Do not the farmers get an opportunity of showing their young horses?—Well, that may be.

41,506. And if any mischief is done, is there not a fund from which compensation was given?—I never heard of any compensation given. Of course I only express my own opinion in connexion with myself.

Sir *John Llewelyn*—continued.

41,507. You speak yourself of having met with some mischief done to your land from the trampling of horses?—Yes, quite so. No one asked me at all whether there was any damage done, and not a penny was offered to me for anything that was done.

41,508. Did you make any application for compensation?—No, I did not.

41,509. I am under the impression that Mr. Powell of Maesgwyn was very popular in his hunting days in this county?—Oh, yes, I grant that as a Member of Parliament he was very popular.

41,510. With regard to evictions for political reasons, you have told us some instances, and you have given dates which are not very recent. Do you think that the Ballot Act is a complete security?—I think it is. There was open voting in 1868 of course, and then in 1874 the farmers had no confidence in the secrecy of the ballot.

41,511. But you think now it is a complete security?—Oh, perfectly.

41,512. I did not quite understand. Amongst your proposed remedies, you said that some parishes pay too much, and "for instance the "ratepayers belonging to Bethel Congregational "Church, Llanddewi Velfry, for the year ending "on 31st March 1893, paid in poor rate the sum "117*l.* 4*s.*, but no more than 16*l.* 0*s.* 6*d.* of that "sum was paid to paupers who belonged as "members of the same church." Would that indicate that the church was a very rich one?—No.

41,513. Does it mean that the ratepayers are all of a class above pauperism?—There are other paupers in the parish of course.

41,514. But it leaves a very large portion of the poor rate for other parts of the population?—I have only the particulars with regard to my own church. I have not got the particulars with regard to the other denominations; but what I say is that too much money goes out of the parish to other parishes.

41,515. But is not the tendency now to generally equalize the rates over the whole of the Union?—What I say is that the proportion is too much to answer the circumstances of the farmers who contribute that large sum towards paupers.

41,516. It appears to me that the pauperism of Bethel Congregational Church is very small, happily?—Yes, it is very small.

41,517. Does that throw more upon the Baptists and the Churchmen of whom you speak directly afterwards?—No, I do not think so, if you take the paupers who belong to the Baptists and the paupers who belong to the Church.

41,518. May I ask, with regard to your opinion about the application of all public money to truly national purposes, what is it that you mean, Do you mean the tithes?—I mean the tithes and public endowments.

41,519. You call that public money?—Yes.

41,520. I suppose you are aware that people are not all of the same mind as to whether it is public money or not?—Oh, yes, quite.

41,521. But that is what you mean by public money?—Money which had been given to the

Sir *John Llewelyn*—continued.

Church of England as the Church of the nation. The Church of England has been once, well, almost the Church of the whole nation. After that it became the Church of the majority, but now it is the Church of a fractional minority. The property was given to the Church as the Church of the nation, and inasmuch as it is not the Church of the nation, the property which was given to the Church as the Church of the nation should be now devoted to the nation to national interests.

41,522. That is what you call public money?—Yes, public money.

Mr. *Seebohm.*

41,523. Would you take away the tithes from the Universities for instance, or would you treat the Universities as public national bodies?—Well, the money having belonged to the nation, I would take it away.

41,524. The funds which at the time of the Reformation were handed over to educational purposes, you would put in the same category as the funds devoted to the Establishment?—Well, I should not be so much for that branch of the case as the other one.

41,525. There is one other point I want to ask you about, and that is as to these long leases which you speak of as being the best way of securing completeness of tenure. Suppose we had had long leases, fixed even by a Judicial Court in 1878, just before the bad years commenced, do you think it would not have been a very great damage to the holders of those leases that they should have had to have borne the whole of the depression instead of the landlords?—That would just depend upon the fair proportion demanded by the landlord. If the rents were fair, I think the longer the lease the better.

41,526. But the rent which was fair in 1878 might be quite unfair in 1888?—Then I want the rents to go down and up according to the market.

41,527. Do you think that the feeling or the want of good feeling between landlords and tenants in Wales is a thing which by increase of education, and by the changes in the law, or perhaps you would say by Disestablishment of the Church, and those questions, will die out?—Well, I think it will. As the relations improve, I think the feelings will improve between the two classes, and I think the sooner the friction is removed the better.

41,528. You would agree that it was very important, would you not, to do anything which would stimulate rather than lessen the amount of independence of tenant farmers in Wales?—Oh, certainly.

41,529. Would your opinion be, if things are left to take their natural course, with these changes in legislation that we speak of, that in future that independence will keep on increasing?—I should think it will; as the law improves I think the independence will increase, and the good feeling then will increase correspondingly.

Mr. *Seebohm*—continued.

41,530. As that takes place do you think it will be necessary or wise that we should go very far in taking away freedom of contract as between landlord and tenant?—But freedom of contract—well it may be free, and yet just to both parties. I should not advocate oppression in any way.

41,531. I did not mean oppression; I mean fixing rents and things of that kind. You go in for security of tenure, and you have mentioned the land court. It is a little approaching the legislation that we have had in Ireland?—Yes.

41,532. You had that in your view?—Yes.

41,533. That takes away a great deal, does it not, of freedom of contract, and it is based on the fact that the two parties are not on sufficiently even terms to make fair contracts?—Both sides are allowed to state their case, and allowed to state their case fairly, and I do not think that that takes away the freedom of contract, for of course that tribunal has been appointed to settle the question between them amicably.

41,534. Yes, but it takes away the freedom of contract from the landlords if the tenant has free sale for instance; the landlord has no freedom in contracting with tenants on what terms he likes to bargain for?—There are restrictions even to liberty.

41,535. That is exactly the point I wanted to come to, but if we are really going through education, and in these other ways to raise the independence of the people it would be rather a pity, would it not, to get too much of what we might call paternal legislation?—Certainly it must be kept within bounds.

Mr. *Richard Jones.*

41,536. Can you give us the periods of the different trade depressions? You have mentioned that there are six in the course of 39 years?—Well, they happened about every six years. Trade is flourishing for about three years and then it is otherwise. I cannot well fix the exact dates, but as far as I can see about six have taken place during my time.

41,537. Is there anything in the present trade depression that distinguishes it from the other trade depressions?—Well, there is more foreign competition; that is one thing, and rents are higher now a great deal than they were, say 30 or 35 years ago, and that makes the depression heavier.

41,538. I should gather from your answer that the present depression is more general; that it affects every branch?—Yes I should think so.

41,539. Whereas in the past trade depressions if cattle for instance were low, corn was high?—Yes.

41,540. And that really farms would recoup themselves from one branch if another branch was depressed?—Yes.

41,541. And consequently that the present depression is the worst in the history of trade depressions?—Yes.

41,542. In your remedies here you suggest tenant right. What do you mean by tenant

Mr. *Richard Jones.*

right?—Well, when the farm is sold that the tenant has a right to get so much for the improvements which he has made.

41,543. Would you suggest that the tenant when the farm is sold should have the privilege of selling to anyone his interest in the holding?—That is what I mean; yes, a just claim to a certain sum for the improvements which he has made.

41,544. But do you think such a thing is possible? If a farm is sold and the tenant is cleared out and he wants to sell his improvements he will really have to appoint his successor will he not in that case?—That takes place in Ireland now; the tenant has a right there. When the farm is sold the landlord can claim so much and then the tenant can claim his share

41,545. But what is the consequence of free sale?—I did not mention free sale.

41,546. But tenant right and free sale are, I think, much the same thing?—No, not quite.

41,547. Free purchase is another thing; but free sale and tenant right are synonymous terms?—Supposing a farmer has invested say 500*l.* in his farm and then that farm is sold, I think he ought to get a capital sum for the 500*l.* which he has invested in that land when the farm is sold.

41,548. Who is to pay it—the landlord when he sells the farm?—Either the landlord or the purchaser. I should think the purchaser would have to pay both the landlord and the tenant.

41,549. But on a change of tenancy what suggestion have you to make—a change of tenancy only?—I think the outgoing tenant ought to have a claim for all the improvements which he has made say since he has been on the farm, or say for 10 years; he should have a first claim for a certain sum even when he goes out and another comes in, either from the landlord or the incoming tenant.

41,550. But do you go so far as to suggest that he should sell his interest in the holding, and also have the privilege of appointing the succeeding tenant?—No, I would not like to go so far as to say that he has the privilege of appointing the succeeding tenant, but whoever takes the land ought to be prepared to pay the tenant as well as the landlord.

41,551. I daresay you can see if a tenant is allowed to sell his interest to the succeeding tenant it practically resolves itself into the question of competition rent, so that the tenant would not be better off than he is at present?—Well, a farmer would not lose money when he went out of his farm.

41,552. But what about the succeeding tenant?—Of course, the succeeding tenant then gets the land better than it would have been if the other had not invested say his 500*l.* in that land.

41,553. Yes, but he gets it at a competition price?—Well, competition is very healthy sometimes.

41,554. It resolves itself as I said before into a competition rent?—Yes.

Mr. *Richard Jones.*

41,555. Do you think it would be sufficient for a tenant if he got compensation for any improvements that he made on his farm?—I am quite willing if he will get compensation, and that will include I think or become a branch of the tenant right that I mentioned in my paper.

41,556-7. If only some satisfactory means can be devised by which that compensation should be assessed or adjusted?—Quite so, yes.

41,558. With regard to the fixing of rent, I see you suggest a sliding scale?—Yes.

41,559. Based on the price of stock and produce?—Yes.

41,560. You will allow this:that there are other considerations which govern the question of rent besides the price of stock and produce?—Yes.

41,561. What are they?—Stock and crop are the chief.

41,562. They are the chief, but has not really the price of labour something to do with it?—Certainly so.

41,563. Do not you see then a difficulty in a sliding scale?—If you will allow me just to read a part of my letter in the "South Wales Daily News" yesterday, I shall explain myself more fully to you.

41,564. Very well, if you will kindly read it?—It appeared yesterday in the "South Wales Daily News":—

"This Land Bill should comprise amongst other things the following provisions:—1. A fair sliding-scale to regulate rents by the market prices of stock and crops. As a provision of law this scale must and will be compulsory on all estates. It may be voluntarily adopted, of course by an agreement between landlords and tenants before any Parliamentary measure becomes law; for to pass a Bill of this sort will take some time as a matter of course. The first question I shall be asked, I daresay is this: 'How and where will you find the basis of a workable sliding-scale?' My answer is, go back, say four years, or 21 years, to the year 1872, when trade was flourishing, with a view to find the market prices of stock and crops, when farmers were able to pay their way tolerably well. Then find out the difference in market prices now. Intelligent and well-informed people tell me that the market is 40 per cent. at least lower now than it was then. Fix their present market prices in comparison to 1889 or 1872 as a firm basis for regulating rents in future. Then I am asked, 'What articles would you include in the basis?' I answer, I would include all farm produce whether stock or crop. If intelligent men can fix a scale to regulate the price of one article, certainly they can by the same rule fix a scale with a dozen, more or less, articles. When cattle sell at 10*l.* per head, butter at 1*s.* in the pound on an average, hay at 4*l.* per ton, pigs sell at 9*s.* per score, let the landlord get a certain portion. When the market is higher or lower, let him or her have more or less correspondingly. But how much should the landlord get for the loan of his land for 12 months or more? A very important

Mr. *Richard Jones*—continued.

question certainly. A practical and experienced farmer said a few weeks ago that the landlord ought not to get more than 5*l.* out of every 15*l.* made out of the land. That farmer fixed the landlord's share as one-third of the whole profits made out of the land. How much did he get say three or 21 years ago? He got, say, 100*l.*, then he ought not to get now more than about 60*l.* or 70*l.* for the same number of acres. Then henceforth his share will slide up and down proportionately as the market moves up and down. Again, I am asked, 'How would you ascertain the prices?' Market and fair prices are well known now over the whole country. The prices of cattle, butter, corn, hay, horses, &c., are at the people's fingers' ends everywhere. Very well; concentrate that knowledge in a registrar's memorandum, let every tradesman-buyer and seller be compelled to register his purchase in a district office, that a reference may be made in a case of dispute, and then you will become well versed in the prices—average for 12 months and from three to five years to carry on a fair sliding-scale between landlords and tenants. Such a sliding-scale is of first importance to all classes.

(*a.*) To landlords. It will help them to get rents punctually, regularly, fully, and cheerfully. They will avoid the mortifications connected with distraining the goods of the tenants for their share of the profits. The services of county court bailiffs will be dispensed with.

(*b.*) To tenants who are investors in land under others. By it they will be able to get a fair remuneration for their labours—they, their wives and children. They do not get this now as a rule by farming. There may be exceptions of course. But farmers should be able to pay such hire to their children and wives as they pay to their servants, at any rate. To think of so many respectable and industrious men and women working for nothing is extremely horrible. It would secure to them also fair interest on their capital. Now they get no dividend at all, which reflects very discreditably on Welsh land holding as an old system. We cannot expect anyone to get his living very long in such a way. This will facilitate profitable cultivation by sharing the losses with the landlord, inasmuch as his due will be decided by the articles actually sold and really saleable though not sold. A sufficient number of servants and labourers will be employed to advantage for farm purposes, and paid out of profits made, and the tenant is thus raised above the dread of rent audits and the court of bankruptcy.

(*c.*) To wage-earners. Tenant farmers will be able to remunerate agricultural labourers with fair wages for their work. There is an impression, and it is very damaging to those who make it public, that labourers get too much for their work. Away with such a statement for ever, I say. They do not get sufficient, in my opinion; and farmers should be able to pay them well. They have not been able to do this in the past, because rents have been unreasonably high. If labourers were better paid they would settle down on the land to breathe God's air rather than endanger their lives underground in collieries and mine works, and idling their time away in large town and cities with nothing but semi-starvation staring them in the face.

Mr. *Richard Jones*—continued.

(*d.*) To the prosperity of the whole country. If farming interests are destroyed the whole country must, and will, suffer in the future. Farmers are the connecting link which binds the lower and upper classes together for the highest and noblest purpose. Adopt a fair sliding-scale as suggested in this paper; then, the land will improve in value, and better crops and stock will follow—friendship between landlords, occupiers, and labourers will be promoted all over the country—complaints and dissatisfactions will cease, and agriculture will be in a fair way to flourish by paying its way well. It is virtually acted upon now by landlords in letting, and by tenants in taking, farms. Regard is invariably paid to the state of the market in fixing rents, and in offering rents for so many acres. It will be essential to the decision of any land court that will be established in this country in the near future. No judges, however clever, can fix the amount of rent equitably without knowing the value of lands, and market prices and rent must necessarily rise and fall with the market. The objections to the adoption of a fair sliding-scale are frivolous. The difficulties are not insurmountable. It is an insult to the intelligence, the genius, the earnestness, and the heroism of the country to designate it as impossible, impracticable, and unworkable on account of half-a-dozen formidable or minor difficulties.

41,565. I think you have read far enough. Do you think that such an elaborate machinery as you have suggested could possibly work satisfactorily among tenant farmers?—because we hear complaints continually that really they do not keep accounts?—They ought to keep accounts, and they will do so too.

41,566. But we must take things as they are?—No, I think we ought to take things as they ought to be.

41,567. As a sort of preparation for the machinery which you suggest, do you not think it would be better and that it would work satisfactorily if the rent was fixed for a quinquennial period?—Very well, that will be a sliding-scale then.

41,568. Wait a minute; it would not be a sliding-scale quite—the prices have to be taken into consideration when the rent is fixed, the price of stock and produce, and also the question of labour and the cost of production generally?—Yes.

41,569. For a period of five years?—Well, I have no objection to fix the rent for five years, provided of course that it will go up and down with the market; then the farmers would be preserved from the anxieties which have disturbed their minds during the past two or three years in Wales.

20 *April* 1894.] Reverend William Thomas. [*Continued.*

Mr. *Richard Jones*—continued.

41,570. We will say it is fixed for five years, with a power of appeal for either the landlord or tenant; suppose prices do go up, and that the landlord makes an appeal to the Court for an advance in his rent; if the Court by valuation or otherwise conclude that there are some grounds for the landlord's appeal, and that he should have his advance, then the cost should fall on the tenant?—Do you refer now to the Land Court, or to any Court now existing.

41,571. We will say on a question of judicial rent; anybody may act as the intermediate tribunal?—I think the rent ought to be fixed in such a way that there should be no very much extra expense on the farmer, because he cannot compete with the landlords in that sense at all.

41,572. Do you think that any plan such as I have suggested now to you would work easier than the one that you have suggested?—No, I do not indeed

41,573. Of course it is a matter of opinion?—Quite so.

Chairman.

41,574. The following questions are handed in by Mr. H. L. Stephen. "Do I rightly understand "that you do not accuse either of the Messrs. Yel- "verton personally of political intimidation?" —Does that refer to the present Mr. Yelverton?

41,575. It refers to the time when you were turned out of your holding?—I have acquitted the present one—that he had no sympathy whatever.

41,576. But you were turned out by the former Mr. Yelverton?—By his authority.

Chairman—continued.

41,577. "How do you know of the facts you have "related about Mr. Yelverton and Mr. Morgan?" —I was well acquainted with all the circumstances connected with it. I spoke to William Morgan himself, and knew all the particulars at the very time.

41,578. "Have you any reason for saying that "Mr. Yelverton knew of what his bailiff did?" —I should think he did, because he was responsible for what his bailiff did, and he knew I had been served with a notice to quit.

41,579. Mr. Stephen puts to you "Do I rightly "understand that Morgan went back to his own "old place in the end" That is the bailiff?—Yes, he did in three months.

41,580. Mr. Llewelyn Williams asks "Do you "suggest that fox-hunting should be abolished, "or that the farmers should be compensated for "all the damage done to their soil, fences, hedges, &c.?"—I think the farmers ought to be compensated. That just depends upon taste as to fox-hunting. I have no delight in it myself, but I do not object to gentlemen who delight in it. I suggest that damages should be paid by those who go through the fields and so on, and that they ought to make inquiries themselves, and not compel the tenants to make application before them and be very humble for a matter of a few pounds. It is a matter of right.

Mr. *Richard Jones.*

41,581. Do you suggest that foxes should be exterminated?—I do not think there would be any loss by that.

The witness withdrew.

Mr. W. J. Wilson re-called and further examined.

Chairman.

See previous examination, 37,181–37,195.

41,582. You live at Llanelly?—I do, my Lord.

41,583. And you are agent to Sir Arthur Stepney?—That is so.

41,584. You are a County Councillor?—I am.

41,585. The Stepney estate consists of 12,000 acres?—Yes.

41,586. What is the date of entry upon the farms?—The 29th September.

41,587. You have yearly tenancies?—That is so—occasional leases. I can give you a number of leases.

41,588. Do you consider that there are in your agreements any hard conditions?—No harder than the usual ones throughout England and Scotland. They are usual. On our estate they are not enforced.

41,589. You give compensation?—Certainly in all cases.

41,590. What is the average rent?—About half a sovereign an acre.

41,591. You make the tenants haul?—Yes, they all do that gladly.

41,592. Have you raised your rents on the Stepney estate?—They have not been raised for over 50 years.

Chairman—continued.

41,593. Do you think they ought to be reduced now?—I do not think so, if the farmers go with the times and conduct the farming in the proper way, and change their method, in order to meet the present peculiarities in farming.

41,594. When are the rents paid?—They are paid four months after due.

41,595. How many farms have you got on the Stepney estate?—Of farms and small holdings there are about 216.

41,596. What is the average size?—Of holdings under 25 acres there are 81 yearly tenancies, and 5 on lease, making 86; of between 25 and 50 acres there are 49 yearly, and 6 on lease, making a total of 55; between 50 and 75 acres there are 20 yearly tenancies and 3 on lease, making 23; there are 24 yearly tenancies of between 75 and 100 acres and 2 on lease, making 26; between 100 and 125, 16 yearly tenancies and 3 on lease, making a total of 19; from 125 to 150 acres, 3 on yearly tenancy; from 150 to 175, 1 on yearly tenancy; and between 175 and 200 acres, 1 on yearly tenancy and 2 on lease, making a total of 3. That is a total of 195 farms yearly, and 21 on lease, making 216 farms.

Sir *John Llewelyn.*

41,597. Are they purely agricultural?—There are a few holdings under 25 acres that are not, but I should think 20 or 30 might be. The small holdings, as you heard the other day, are about 11 or 12 acres—something of that sort.

Chairman.

41,598. Is the cultivation good or bad?—It is not so good as I should wish. That is chiefly owing to the district that they are in. The farmers work in the colleiries, and limekilns, and they do not do sufficient on their own farms.

41,599. What are the landlords' improvements—buildings, gates, timber and stones?—We do all the buildings except in the case of leases; and we give the gates and the timber and stones for any purpose—what they call jumpers. and if they want to build a hay shed, seeing that the price of straw has gone up so much, we supply them with the timber, and they supply the corrugated iron.

41,600. Will you put in one of your agreements?—Yes. I may point out that this agreement was made by my predecessor, Mr. Gaussen, in 1882, and we have not altered it since. (*The witness handed in agreement.*)

41,601. Do you think that the compensation is sufficient or not?—The compensation for what?

41,602. For the outgoing tenants?—They manage that all between themselves. I have no difficulty whatsoever in the matter.

41,603. Have you any game on the estate?—Next to none. The hares are so scarce that they are all known by their names in my neighbourhood.

41,604. Do the tenants ever buy their holdings?—Yes. I will give you an instance in 1888. There was a small farm of about 32½ acres. It is rather an out-of-the way place for me to go to and it costs me always 2*l.* to go. It is let at 15*l.* a year rent; I was offered 450*l.* for it by an outsider, or 30 years' purchase. We would have been obliged to expend 150*l.* on it. I offered it to the farmer himself, and I told him "I cannot take less than what is offered; if you "will offer me 1*l.* more I will transfer and convey "it free of cost to you." He paid me that amount, and we made that conveyance, and he is on his own farm now.

41,605. Are the relations friendly in every way?—Extremely friendly.

Mr. *Richard Jones.*

41,606. Is Sir Arthur Stepney a resident landowner?—He is not. He has no house on the property at all. I advised him strongly not to build one. I thought the money that was expended in building the house might be better spent on the estate. Besides his health is not very good; he is in extremely bad health. But he makes up for that in other ways I think. He has a house in Llanelly, where he can live, and where he has lived, but there is no mansion—if you understand what I mean.

Mr. *Richard Jones*—continued.

41,607. But you would consider it a desirable thing for the landlord to reside on his property?—If he understands it. I have known instances of landlords in England who thought that because the farmer took a prize at a show his land was cheap, whereas the landlord did not understand the cost of producing the result. I do not say that that applies to Sir Arthur Stepney, but I do say that you put to me a broad question, and I think I must give you that as an answer. I think it is very right that all landlords should understand the management of property.

41,608. Will you tell us what has been your training as an agent, Mr. Wilson?—I was brought up with my uncle, who was a land agent, since 1870; I was educated at Wellington College, and during my holidays I was always with him. He farmed 400 acres. I left there in 1876 and farmed myself for two or three years. Then I was sub-agent to him in Sussex, Northamptonshire, and Surrey. I then went to Mr. Saville and articled myself for three years to him, where I had the advantage of seeing Hertfordshire, Oxfordshire, and parts of Essex and Somerset, and then I went back to my work, and I have been down here since.

41,609. You do not understand Welsh?—I do not find any need, not in the least.

41,610. Are all the tenants on Sir Arthur Stepney's estate Welsh people?—Yes, chiefly Welsh, but almost all of our farmers I think speak English. There are only about 30 that do not talk English, and then my staff all talk Welsh. I have three under me who all talk Welsh. I will tell you a peculiar thing, that here in Carmarthenshire at the time of the County Councils a man came down to Carmarthen to explain the County Council Bill or Act in Welsh.

41,611. That is the Local Government Act?—The Local Government Act of 1888. When the chairman put it to each person round the room to ask questions, they said they did not understand what had been said, and I think some of the reporters here will bear me out when I make that statement, because they were there.

41,612. What is the course you usually take when you have to let a farm?—Usually the next heir succeeds, and goes on, and I take the best man at the same rent if I consider the rent is just. I do not believe in raising rents, because I think it is bad policy. If it is too high you have to repair at the end of the time, and on behalf of the landlord it is bad policy, and it screws up the tenant.

41,613. What are the circumstances which would regulate the temporary abatements. You say in the syllabus of your evidence "temporary "abatements according to circumstances?"—Well, it may be a wet season, and you may have a wet farm; the tenant of that farm would suffer more with a wet season than perhaps the tenant of a dry farm. Last year some of our wet farms did very well, and the dry farms did very badly. Those are the sort of circumstances that I should always consider in giving abatements. Then I think the whole-

Mr. *Richard Jones*—continued.

sale abatement of 10 per cent. all round is an extremely bad thing. Some men ought to get none, and others ought to get 20 per cent. back.

41,614. You say that very little arable land has been turned to pasture. You would not say that that was good farming would you?—It all depends upon where you are. I find that our farmers do not do enough root-growing in order to feed their beasts satisfactorily during the winter, and in those small farms there are some of them that absolutely only have half an acre of arable altogether. They cannot be expected to feed say five or six cows during the winter with say half an acre of roots. They are all small farms, and I would like to see a certain proportion, say 10 acres, of arable. It all depends upon the position.

41,615. What about large farms?—Large farms are another matter. If they are heavy land, then I should say lay it down in seeds.

41,616. Has there been any change on the large farms; that is what I want to know?—We have no large farms.

41,617. Have you not?—No. The largest farm we have is 200 acres, and this is in a town; it is at Llanelly, and it is purely a dairy farm. I think the large farmers in our neighbourhood are better off really than the smaller ones. They seem better-to-do.

41,618. You have provided manure tanks for some of the farms?—No, they have not been asked for.

41,619. You say in the syllabus which you have handed in that manure tanks are only looked after by good farmers?—That is among such men in the county as Marsh, of Penybedd, and Thomas, of Towyn, close by. I know their circumstances.

41,620. Not on the Stepney estate?—Not on the Stepney estate.

41,621. You have never had an application for them?—No.

41,622. The farmers would not be alive to that sort of thing?—I think they want education in all these matters.

Mr. *Seebohm.*

41,623. I have only one question with regard to this agreement to ask you; do you not think that it would be setting or following a good example to have it altered in compliance with the recent Acts?—Well, sir, out of 23 parishes there are 11 that have no agreement at all, and it is not enforced.

41,624. Would it not be better if it were altered?—The farmer comes to us about most of his little businesses, and we say, "Oh, if it is "a matter of a 5*l.* note, or 10*l.*, we will let it "slide, and here is the money"—we go on together as friends.

Sir *John Llewelyn.*

41,625. Have you had any trouble in settling matters with the tenants?—Never, except in one instance.

Sir *John Llewelyn*—continued.

41,626. Did you in that case have recourse to arbitration or anything of that sort?—No, I do not know how the matter arose. A lease that was granted in 1825 for three lives fell out about 12 or 14 years ago; the rent was not raised, and the tenant went on at the same rent, and until the last two or three years he was paying no rent at all. I had to ask him for it, and he would not pay. He behaved in a very bad manner, and I had to go for an ejectment order. The land was distinctly under-rented by 50 per cent. I had a man to go in the next day. That is the only disagreement I have had since I have been there.

41,627. What is your opinion about a land court; do you think it would be a good thing?—It all depends upon the situation of it. I should think it would interfere with the relations between landlord and tenant in this way, that it would be rather irksome for the tenant to be taken before the land court by an arbitrary landlord to have his rent raised. Who is going to pay for it? Who is going to pay for the time? They say labour is scarce enough as it is, and if he has to go to a land court and dwindle away his time in the hay season, or at the time of setting roots and mangolds, I consider it would be a very serious matter. I think that some sort of Act ought to be brought in to protect the farmers against bad landlords, but certainly I think the present existing relations between the tenants and the large landowners are extremely good.

41,628. Do you think that any machinery that may be devised should be a simple and a cheap one?—I should think the simpler the better. I think that the transfer of land ought to be made cheaper, and that the agreements and leases on an estate if printed should not be charged for, and all those sort of things. But the fixing of the rent I think depends a great deal upon circumstances. A man may not get the most out of his farm; he may be an idle man, and the farm might be worth twice the amount if you have an active man upon it, and half the amount if you have a lazy one.

Mr. *Richard Jones.*

41,629. If some simple means could be devised, would you have any objection to rent being adjusted between a landlord and tenant?—I do not think the tenants as a rule, from what I know of them in Carmarthenshire, or at least from what I have seen, and really have had to judge of on our property, have gone in for the new methods that I could suggest they ought to do to farm at present. Take the instance which occurs with regard to a great number of our farms: a man works in a colliery, he has a farm of say 35 or 40 acres, paying half a sovereign an acre for it, say 20*l.*; he, as a collier, would have to pay 5*s.* a week for a house somewhere else, and 5*s.* a week for a house means about 13*l.* a year out of the 20*l.*; his wife looks after the land, and then he has the use of the house when we put up the build-

Mr. *Richard Jones*—continued.

ings. The house costs perhaps 250*l.*, and we ask no interest upon it. So that really I do not think we ought to be interfered with.

41,630. Then your contention is this, if I understand it, that no machinery could be made to apply to your estate owing to some peculiarity with regard to it?—I think it is a very peculiar estate in more ways than one. I have been thinking this over a good deal. In England we gave them two years' notice to quit. We thought that two years' notice to quit gave the tenant three years practically, from the 29th September, before his landlord could give him notice. We thought that was quite enough time for him to get anything out of the land in the shape of manure that he had put in. On the other hand, there might be a lease, say for 21 years, with the option of the lessee to give up his tenancy on giving the landlord two months' notice, or the landlord, if he found the tenant running out his land, or ill-using the land on the farm, by an appeal to the Board of Agriculture, could have the lease annulled—something of that sort. It would then give the tenant security for 21 years, and he could break it on his side by an appeal to the Board of Agriculture for some wrong, or where the tenant was running the land out or misbehaving himself. He would have a year's notice to do that or rectify his errors.

41,631. Practically that is an admission in favour of security of tenure of a farm?—I perfectly agree. I always advise a man when he takes a farm to have a lease. I ask him, "Will you not take a lease?" Since I wrote this "No leases are required," a man came to me the other day and said that he would take a lease for 21 years at exactly the same rent.

41,632. Of course, then, you suggest the condition that an appeal should be made to the Board of Agriculture. You will admit that it is possible for a man to abuse even a lease—that he might in the first seven years work the farm up into a good condition, the next seven years he might keep it in that good condition, and the last seven years he might work it out?—Exactly, or he might let the buildings run down, or do no painting, or 101 different things. I do not suggest that there should be an appeal to fix the rent.

41,633. No, it is not an appeal to fix the rent. What do you say about the adjustment of rent?—I think that it adjusts itself. It is the ordinary rule of supply and demand. You might as well say, "Why not fix the price of butter."

41,634. Yes, but I suppose you know that the rents are fixed in the Highlands of Scotland, and they have judicial rents there. It is fixed by a Commission?—Yes. Are they any better off?

41,635. We have had evidence in London that they were better off?—Yes—London evidence about things in the north of Scotland.

41,636. Wait a moment. The witnesses were testifying to the working of the Act in Scotland; they were Scotch witnesses who had come down to London to give evidence before us?—Well, I am not prepared to say that. I certainly think this, that if our rent were to be re-valued, there would be a general increase all round of something like 10 to 20 per cent. if the tenants farmed properly.

41,637. On Sir Arthur Stepney's estate?—Yes, I know one farm of 200 acres that I could put up double to-morrow.

41,638. And a man could make a profit out of it?—Yes, make a profit out of it.

Chairman.

41,639. The following questions are handed in by Mr. Llewelyn Williams. "You say that "the absence of the landlord makes no differ- "ence on a large estate. Is it true that Sir "Arthur Stepney has given a power of attorney "to a Llanelly solicitor for three years"?—He has given a power of attorney, as he always does when he has gone away, but he does not interfere with me at all.

41,640. "Is it true that Mr. Moses Williams asked you for Sir Arthur's address, and that you refused it"?—No, that is not true. *See* 38,334

41,641. "If no hardship exists when agents "receive no training, why do you say that "agents should be trained." I do not think that it is quite necessary to put this question?—I am quite willing to answer it; a landlord is not going to appoint a man that he does not think a proper man to manage his affairs.

41,642. "You say that compensation is always "given. Do you know that Mr. Moses Williams "built, or partially built, several outhouses, "and that he has produced a letter before the "Commission from a former agent to the effect "that compensation was due to him, and that "he has never received any compensation"?—I have got the agreement here, my Lord. That was not the arrangement. The arrangement, which is not signed, was written in Mr. Gaussen's handwriting, and it was that he was "to receive "compensation under clause 1 of the Agri- "cultural Holdings Act of 1875 at the end of "his tenancy, provided they are left in a con- "dition of good repair, but not otherwise." There it is in Mr. Gaussen's handwriting, and I take it that was the agreement made there and then.

41,643. "If penalising clauses are not en- "forced, why are they inserted"?—They are inserted as against bad tenants, when they may make a claim against you for letting them do as they like, and not meddling with them. They make a claim against you; you then go into the matter, and say "Here is our bargain, hand it "to the arbitrator, and let it be worked out."

41,644. "Who explains the clauses in the "agreements in Welsh to the tenants"?—My head clerk, who is an accountant, and who has been there for 22 years.

41,645. "If knowledge of Welsh is not neces- "sary, why is it necessary to explain these "clauses in Welsh"?—Simply because in the

Chairman—continued.

case of every lease, whether English or Welsh, I say it should be explained to these tenants.

41,646. "You say that the rents are fixed by "valuation. Who appoints the valuer"?—Sir Arthur Stepney, when he came into the property, appointed a valuer. He had to pay succession duty, and the whole estate was valued.

41,647. "You say that the rents on other "estates are higher than on yours. Does that "mean that the rents on adjoining estates are "too high"?—I do not say so. I say ours are too low.

41,648. "Why do tenants try to outbid one "another. Is it because there is land hunger "in this county"?—No, I do not think it is so; I think it is a case of Naboth's vineyard.

41,649. "You say that tenants with capital "are preferred. Does that mean that the most "desirable tenant is accepted"?—No; I do not think I would like to refuse a man who was the son of an old tenant because he had not sufficient to pay.

Sir *John Llewelyn.*

41,650. Was not Naboth's case a case of land hunger?—It was hunger with regard to the king.

Chairman.

41,651. "You say that there is no need to "reduce the rents. Why, then, is it necessary "to make abatements"?—The abatements we gave were as follows: There was 10 per cent. at Michaelmas 1885, and 10 per cent. at Lady Day and Michaelmas, 1886; 10 per cent at Lady Day, 1887; and 10 per cent. and rates at Michaelmas, 1887. Then 10 per cent. and rates at Lady Day, 1888. Then at Michaelmas, 1888, 10 per cent. and rates. Then I assumed that these 10 per cents. were doing the farmers no good, so that I advised Sir Arthur to change his course of procedure, and we took the whole of our tenants (and I think Sir John Llewelyn will remember that some of his tenants joined us), to the Windsor Show. We said, "We cannot teach "these men practically; they are too old for "that, so that we will take them to see what is "the condition of things in other parts." That was in 1889. In October, 1889, we purchased an Aberdeen Angus bull from Scotland. In 1890 we started the butter factory here, and gave them 150*l.*, and there were all my expenses in travelling through the country and finding out the information. Then we took them in 1891 to the Llanelly Show, with their wives, and franked them through in every show, and in 1892 we took them and their wives to the Bath Show at Swansea, and we bought a Clydesdale horse last winter for them, and a bull. This last winter, owing to the short grass, we gave them barley meal, and they were very pleased to have it. I do not think there is any need for that, but it is a matter between landlord and tenant, and I am afraid if you had a land court all that would be interfered with.

Chairman—continued.

41,652. Mr. Llewelyn Williams' questions continued: "Do you consider that tenant "farmers are, as a rule, hard-working men?"—I think some are and some are not.

41,653. "Do they live well, and is their "standard of comfort high?"—Well, they do not live well, but they seem to live as they like. I do not see why we should interfere with them.

41,654. "How often do they have butcher's "meat a week do you know?"—They have a good many rabbits and game, but I do not pry into their private matters as to what they eat.

41,655. "You say that there are 216 farms "on the Stepney estate. How many are in "this district?"—There are I think eight or nine.

41,656. Where is the main portion of the estate?—There are about 4,000 acres in the Gwendraeth Valley, and in the parishes of Llanelly and Llangendeirne.

41,657. "Why do you elect to give evidence "at St. Clear's?"—The reason that I elected to give evidence at St. Clear's was because I had hopes that some of the other farmers would do the same in order to show that they have not supported the butter factory which was erected for their benefit, and I can prove that. I will read you what one farmer said at a meeting some year ago, that he, with 25 cows, in the months of June, July, and August, made 1*l.* a week, besides saving the labour. That means 2*l.* per head for each cow to that man. If he had 25 cows, that is 50*l.*, and yet they will not send their milk to the factory. We can get equal to 1*s.* 7*d.* per pound for butter now, and they are prepared to take 11½*d.* at Carmarthen.

41,658. "You say that land is insufficiently "cultivated. Do you think that with security "of tenure the land would be better cultivated?"—Well, I do not know. I am talking about our own estate in regard to that matter; I am not talking about it broadly.

41,659. "You have stated that very little "arable land has been turned to pasture. Has "that been done at the expense of the landlord "or the tenant?"—I have not had experience of it here.

41,660. "You state that there are no actual "cases of insufficient compensation although "alleged. Do you mean that Mr. Moses "Williams was not justified in stating what he "did, though he is supported by a former "agent's letter?"—No, I am talking about another farm, and it is the man who gave me notice to quit, having plenty of money, a man called Samuel Williams; and a gentleman who gave evidence at Llanelly, called W. N. Jones of Ammanford, a county councillor, was called in between us to settle the matter on the basis of an arbitration. Samuel Williams alleged he was entitled to a great deal more than he was, and we both saw him, and settled the matter.

41,661. Mr. Llewellyn Williams says he referred in his question to Moses Williams, Gellifawnen?—No, I did not mean Moses Williams in that remark at all.

Chairman.

41,661A. Mr. Llewelyn Williams' questions continued:—"You say that tenants are better "off than proprietors. Does that mean that "tenants are better off than their landlords? Or "does it mean that they are better off than "small freeholders?"—No, I think the men that have bought their farms are not better off.

41,662. "Why are freeholders worse off than "tenants? Is it because landlords spend more "on farms than they receive?"—If a farmer who has bought his holding has to go straight away after a storm and lay out 10 years' rent on the farm, it is natural to say he has to go for it somewhere, and if he is mortgaged before, he has to pay a very heavy interest to be able do that.

41,663. "Or is it because farmers who buy "their holdings buy them at too high a price?" —No, I do not think it is.

41,664. "Is this due to the fact that they "wish to be secure in their farms?"—I do not think they put by what you call a sinking fund to meet these matters.

41,665. "You say that the methods of farming "should be altered to meet the changes in the "times?"—I do.

41,666. "Do landlords help their tenants to "understand new ways of farming?"—Yes.

41,667. "You say that the rents have not "been raised. Has not the rent of Ffald in the "parish of Llangunnog been raised?"—I am talking generally of the whole property. With regard to Ffald, I shall be glad to answer that. When the lease fell out, which was a long lease, Sir John Stepney, Sir Arthur's father, on the assurance of the man's father, spent 200*l.* or 300*l.* in the buildings, provided he paid so much increase. The father and mother in the meantime have both died, and the son is now sitting there in their stead, although we have not settled with him, and he still owes us money. The same rent is going on, and he does not pay the odd amount at all.

41,668. "You say large farmers are better off "than small farmers, and that all your farms "are small?"—Yes.

See 37,180–37,195, 37,275.

41,669. "Am I to understand that your "tenants are worse off than others?"—No, I think they are better off.

41,670. The following question is by Mr. H. L. Stephen:—"Have you anything to say as "to whether any improper influence has "been brought to bear on persons intending to "give evidence here?"—Certainly I have. With regard to the man Thomas Owen, who made a statement about me at Llanelly, if you think that any explanation is needed I am perfectly prepared to give the explanation. He said that I to a certain extent intimidated him, as you heard. He said that he did not intend to give evidence when he came down. Here is an agreement of 1878. His aunt held the holding that he has now on a yearly agreement. When she died he came to the estate office and asked if we would take him on as the tenant. This holding, I may tell you, is 11 acres of land next Bynea Station, part of which he tries to let for 4*l.* an acre, and the adjoining land is let at

Chairman—continued.

3*l.* an acre, and there is a house on it. He then comes down to ask whether he can have it; we say "You will have to make a small expenditure "of about 70*l.*, and we will grant you a 40 "years' lease." He had 30 years undetermined at the time that he made this charge at Llanelly, and I do not see how he was going to be intimidated by me. He is to be there for 30 years, and if we take up any land he gets full compensation for his crops staying on the land, and a proportion of reduction of the rent for what we take up for say colliery purposes.

There is one thing, my Lord, that I would like to say with regard to the pollution of the rivers. Sir John Llewelyn and I sat on a joint committee on that matter. It is a very serious matter indeed on the Loughor, the Amman, and Gwaendreth. In the summer you see the beasts standing in nothing less than vitriol, their hoofs rot, and they drink the water, which dries up their milk, and in the winter, when the floods rise, this is washed over all the low-lying grounds, and then the deposit settles, and the sheep and the cattle all round there are in such a state that it is heartrending. We applied to the County Council and we were advised that the present law was such that it was advisable not to go on with an action. The majority of the people on the County Council not being farmers, but rather getting their livelihood from tinplate works and other works of a similar nature, were inclined to let the matter slide, and I think the Commission might fairly take a note of that, as it is a thing that seriously affects the farmer, and by that seriously affects the neighbours.

Then again there are weighbridges. I think an Act was passed some time ago, and I have applied time after time at the County Council to know why the Weighbridge Acts are not put in force, and I have had no answer yet.

I am of opinion that unsound sires, horses, should not be allowed in the district at all. I think that if an unsound horse happens to be in the district, by an application to a justice of the peace it should be ordered out of it, because breeding unsound horses only tends to deteriorate the stock of the farm. Pigs and animals of that sort are dealt with by other Acts.

Sir *John Llewelyn.*

41,671. I think with regard to horses there is a company in the county which is doing some work in that direction now?—Yes, but it does not protect us. The farmer, when he sees a horse coming round the county, say for half a sovereign services, will take it. We will not allow them in the rings here unless they carry a certificate on their head signed by two veterinary surgeons that the horse is sound.

If I may be allowed, I should like to read an article that may be of interest to the farmers here, which only shows the neglect that there is about certain matters. Now cheese is not made in this district at all. It could easily be made. Skim milk cheese is made, but not the really good first quality of Cheddar, or anything of

Sir *John Llewelyn*—continued.

that sort. I have here some notes which I made on experiments in farming in 1878, and I have a cutting from "The Live Stock Journal" which is as follows. "At the present time good ripe "cheese is worth no more to the maker than "say 65*s.* per cwt.—he can make no more of it, "that is, if we except fancy dairies—and this "is 6½*d.* per pound wholesale." Then it goes on to say "When cheese is making 65*s.* to the "farmer it is considered to do fairly well, and "75*s.* is considered very good, while 80*s.* is "regarded as a highly profitable return." So that shows that if the farmers should change their mode of agriculture, and turn their hand to chickens and fruit growing, they would find things improve. (Laughter.) Well, you may laugh, but it is no laughing matter. You ask for reduction of rents and fixity of tenure, and you do not take the trouble to go into these matters.

Sir *John Llewelyn*—continued.

The witness withdrew.

Mr. John Johns called and examined.

Chairman.

41,672. Will you read your statement?—Yes, my Lord.

I am at present a small freeholder occupying the farm of Parkethyn, which is situated in the parishes of Llangunnock and Llandilo Abercowin in this county, I am also a county councillor for this division, viz., Llanstephan.

I formerly occupied a small farm called Morlaisisaf, in the parish of Pembrey. My ancestors had been tenants of the farm from time immemorial.

The whole buildings were rebuilt during my father's tenancy, it was about the year 1852 or 1853. He did all the haulage from long distances, even carrying the water to make the mortar, and was not paid or allowed anything for all his labour.

After my father's death in 1866, I was accepted as tenant. During my tenancy I spent a lot of money in improving the farm. I cleared several patches of gorse and thickets, and by applying artificial manures had increased much of its fertility and made it all into permanent pasture. I substituted my brother as tenant in 1878, when I went to live in my wife's own farm, but the landlord refused to accept my brother as tenant, therefore I kept the tenancy until 1883, when I was evicted. The reason given for my eviction was that the landlord, the Reverend Robert Colby, wanted it as a residence for his gamekeeper. I was allowed half a year's rent, not as compensation, but to prevent me carrying out my threat of ploughing up the land.

I was asked by a meeting of farmers held in the district to give evidence before this Commission. Most of the farmers are afraid of the consequences of giving evidence before the Commission, not only of offending their landlords—I know of several who would not hesitate to give evidence against their present landlords as they are so rack-rented that they would be ready and willing to leave their holdings to-morrow. But they are afraid that their giving evidence would militate against them in obtaining another farm.

The parishes of Llangunnock, Llanstephan and Llandilo Abercowin, to which my evidence relates, are comprised of small estates or parts of estates, most of which has been either revalued

Chairman—continued.

or sold during the last 40 years, so that the rents have been raised on an average 30 to 40 per cent., and very little abatements have been made during these late years of depression and none at all by some landlords. I am surprised, from my own experience of farming during late years, how many can manage to pay any rent at all, especially those farming on poor soil. Three farms adjoining mine, viz., Trerhose, Gelly, and Pentre Newydd were sold by auction only three years ago. These farms were greatly improved by the tenants during the last 20 years, the vendors selling the tenants' improvements without giving them any compensation, and they could not obtain any under the Act of 1883 for general improvements, such as increasing the fertility by applying artificial manures and buying feeding stuffs for cattle, also laying land down to permanent pasture. The rent of these farms prior to the sale was 250*l.*, but the rent was increased by the purchaser to 320*l.*, thus the tenants had to pay 70*l.* advance in their rents on their own improvements. The attachment of the farmers to their holdings is very great; they will undergo a deal of hardship and privations rather than give notice to quit for the purpose of having their rents reduced, as there are plenty of applicants for vacant farms.

The Law of Distress I think is responsible for much rack-renting as well as bad farming; it enables the unscrupulous rack-renter by securing him his rent to accept the highest bidder, even if he has no experience or sufficient capital as tenant. The consequences are often bad farming, other creditors defrauded, and the tenant a bankrupt, while the unscrupulous landlord is secure of his rack rent. The abolishment of this law would prevent undue and unfair competition for farms and would create a substantial class of farmers, and would eliminate the bogus amateur farmer, who is often the means of raising rents. In the interest of good husbandry, in the interest of the State, and in the interest of good and honourable landlords, I think some tribunal should be created by law to enable sitting tenants to obtain fair rent and fair compensation for all real and substantial improvements, but not fictitious or fanciful improvements.

I beg to say here, my Lord, that I have read a good deal of the evidence given by landlords

Chairman—continued.

and agents before this Commission, and I am surprised to find that they are invariably opposed to the establishment of any such tribunal, for if they are the honourable class they represent themselves to be, they would have nothing to fear from it, but it would be a means of distinguishing between the good and bad landlords.

Game Laws are very unfair for tenant farmers, as well as freeholders. It enables the great landlord, or great game preserver, to kill his 10,000 head of game for the same amount of license duty as the farmer or freeholder has to pay for killing his 10 head; it is simply a prohibitive tax for the last-named, so that they must let their shooting rights to the large game preserver next to them for a trifle, which is often insufficient to make good the damage done to their fences. Either a nominal amount of tax per acre should be fixed to compensate the State for relinquishing the license duty, or, occupiers of land should be exempt from license duty for killing game on land in their occupation.

Chairman—continued.

Peasant Proprietors. The anxiety of many farmers for security of tenure and the retention of their own improvements has induced many farmers during the time of agricultural prosperity to buy their holdings at a high figure on borrowed capital; these are as badly off or worse than tenant farmers, as they can get no abatements or consideration at the hands of their mortgagees, who charge exorbitant interest. I think the State ought to lend money to those on the same terms as it does in Ireland, so as to relieve them from the entanglements of unscrupulous money-lenders.

Mr. *Richard Jones.*

41,673. I will only first call your attention to one thing; you are mistaken as to the artificial manure; there is a provision in the third schedule of the Act for compensation for artificial manure?—Only for the last year or two.

41,674. But it depends on the valuation?—But artificial manure that is given for years and years continually is continually improving the land.

The witness withdrew.

Mr. John Francis re-called and further examined.

Chairman.

Previously examined at Q. 31,939–32,148. *See* 32,523.

41,675. What is it you wish to state?—I shall only keep your Lordship a very short time.

41,676. Whom do you represent?—In this matter I represent Mr. John V. Colby.

41,677. The son of the Reverend Robert Colby?—Nephew, I think. I wish to rebut the evidence of the previous witness, Mr. John Johns. At the time that the Commission sat at Eglwyswrw, Mr. Colby's agent was alive. Since then he has died, and I have been appointed Mr. John Colby's agent. That is why I am before you to-day. I should not trouble you only that Mr. Johns said he was evicted from his farm of Morlais. He was good enough to write to Mr. Colby to tell him that he would appear here to-day, and that is why I am coming before you now. The circumstances he has mentioned are quite true so far as they go. I believe that about 35 years ago, from what I could gather—I have gathered all the information I could—these buildings were being built during Mr. Johns' father's time. They lived there for a good many years, but probably from a good feeling towards the late Mr. Johns the neighbours did nearly all the hauling. However, be that as it may, Mr. Johns married and went to his farm, and a person wrote to the then agent to ask for the farm for Mr. Johns' brother, but that was refused on Mr. Johns representing that his brother had no capital, and he rented out the land for, I think, four years as a bye-holding, his brother living in the house. There would have been no reason to have asked consent to let it to his brother if he wished, because it was in his own hands and there was no agreement. An arrangement was then made (I have the letters which passed between the late agent and the late Mr. Colby

Chairman—continued.

in his own handwriting) that Mr. Johns would have to give up the land or that his brother would have to leave, and he must live there himself, and they made an arrangement that on an allowance of half a year's rent Mr. Johns would give up possession, which (his own letter that I have here will state) he did upon that as a matter of fact. The land I find was not in a good state, having been allowed to go wild for four years, and Mr. Johns was not in any way entitled to compensation for what he had done at that time. I can carry that further if necessary, but as to being evicted he was not evicted, and those are the circumstances of the case.

41,678. Do you rebut the statement that the buildings were rebuilt during Mr. Johns' father's tenancy?—No, my Lord, they were rebuilt during that tenancy, and he possibly or probably did the haulage, but the buildings were built at the then owner's expense altogether, excepting the haulage. They were built 35 years ago.

Mr. *Richard Jones.*

41,679. Really, so far as I can understand, Mr. Francis, you simply explain the reason why the brother was refused the tenancy of the farm?—Yes, and that Mr. Johns was not evicted from the farm by any means. The reason was that he was away in Llangunnoch, I should think, pretty nearly 20 miles at the least from the small farm, and underletting it every four years.

41,680. It was included as a bye-take for four years?—Yes.

41,681. Was his brother there?—His brother was in the house, and other people were occupying the land—Mr. Williams, I believe.

Re-examined 42,568.

The witness withdrew.

Mr. JOHN SKYRME called and examined.

Chairman.

41,682. You live at Pantglas, Whitland?—Yes.

41,683. You are a farmer and a labourer?—Yes.

41,684. You think the rents are too high?—Yes, they are.

41,685. Can you give any instance of rents having been raised from 100*l.* to 190*l.*, and 200*l.* to 600*l.*?—One farm on the estate of Maesgwynne, called Duffryn Farm.

41,686. Who is the tenant?—He is here now.

41,687. What was the rent?—120*l.*

41,688. What is it now?—190*l.*

41,689. What was the other rent which was raised from 200*l.* to 600*l.*?—I believe you will have evidence of it; it is Tynewydd, Whitland.

41,690. The tenant is in the room?—Yes.

41,691. Was his rent raised from 200*l.* to 600*l.*?—Yes, the farm has been raised.

41,692. Is that Mr. Thomas Williams?—Yes.

41,693. Then he will speak to that later?—Yes, to that effect.

41,694. Are there any abatements?—Yes, from 5 to 25 per cent. They are only acts of charity though.

41,695. Are they permanent abatements or are they only for a time?—No, temporary abatements.

41,696. Have you anything to say about insecurity of tenure?—No, not exactly, but we have got farms down there where the tenants have been changed 10 times during the last 32 years.

41,697. As to how many farms does that apply?—One farm—Pencawse Farm.

41,698. There have been 10 tenants upon it?—Yes, in about 32 years—I cannot state exactly.

41,699. And another farm with three tenants?—Yes. It is Duffryn Farm, on the Maesgwynne estate.

41,700. The labourers' cottages you consider very bad?—Yes. I took the dimensions of one of them lately, 20 feet long by 12 feet wide.

41,701. How many people live in it?—Six.

41,702. That you think is very bad for morality?—Yes, I have seen a father and mother and six children sleeping in the same bed, not sleeping but lying down on it.

41,703. And that of course is very bad for morality as well as health?—Yes, no decency can be in that place.

41,704. Is there enough labour on these farms?—No, not half enough.

41,705. Nor enough accommodation for stock?—No, there are hundreds of lambs perish in our district for want of accommodation to put them in at night. Poultry would pay if we had house room for them, but landlords will not build poultry houses.

41,706. Do you send your milk to the butter factory?—No, we keep it at home.

41,707. Do you consider the factory an advantage to the neighbourhood?—Not much, it is a great advantage to these gentlemen farmers, people who do not like to work, but I believe they could make more money out of it by utilising it at home.

Chairman—continued.

41,708. Have you any remedies for this state of affairs?—Yes, a land court as a last resort, I should try my landlord first.

41,709. Anything else?—Yes; game to belong to tenants wholly and solely.

41,710. What else?—Well, I think there ought to be some inspection on estates like the Government Colliery Inspectors, the Mercantile Marine, and so on.

41,711. Have you anything to say about local rates?—Yes, I think that this Local Government Board ought to be knocked on the head. There should be equalisation of rates. Land is overburdened with rates.

41,712. I suppose you wish for a reduction of railway rates?—Yes, the same as foreign producers.

41,713. Do you object to fox-hunters?—Yes, and other hunting—all trespassers.

41,714. And game of all sorts?—Yes.

41,715. I suppose you wish to utilise the tithes?—Yes, for experimental farms, I think, in every county. It comes from the land, and I think the land ought to get some benefit from it.

41,716. You wish the Poor Law to be amended in what way?—Well, I do not know—get some of these officials off—these overpaid and underworked officials ought to be got out of the country. There is nothing to be seen in the country now but carpet bags and white collars walking about.

41,717. Is there anything else?—There is the damage by timber cutting and hauling.

41,718. You object to the hauling?—No. I object to the cutting timber on my farm when they do not pay any compensation for it.

Sir *John Llewelyn.*

41,719. But is not compensation generally paid?—Not in my instance. There is in some instances.

41,720. Did you make any application for compensation?—Yes.

41,721. You suggest a land court as a remedy, I see. Why do you think agents oppose it?—Well, I think it would take some of the butter off their bread. That is the only reason they oppose it.

41,722. You say you think the game ought to belong to the tenant?—Yes.

41,723. Does it now belong to the tenant?—Ground game.

41,724. And the winged game?—No, not by law.

41,725. I think it does unless you part with it to the owner of the land by agreement; in the absence of any agreement I think it does belong to you?—Not the winged game.

41,726. Yes, I think so by law in the absence of any agreement. If you choose to make an agreement you can part with it to the landlord or anyone else.

Mr. *Richard Jones.*

I do not think that is generally known.

Sir *John Llewelyn.*

It may not be generally known, but it is the law.

(The *Witness.*) It is not known in the country. It is death for us to kill the winged game.

Mr. *Seebohm.*

41,727. You mean that the winged game is always reserved in the agreements, do you not?—Yes. Then we have got preserves round our land, and the rabbits and pheasants and birds come out and destroy all we have got. They did 13*l.* worth of damage to me last year, and I cannot get any compensation for it.

Sir *John Llewelyn.*

41,728. Have you any agreement?—Yes.

Sir *John Llewelyn*—continued.

41,729. Perhaps you made an agreement by which you parted with your rights?—I have got to feed his game.

Mr. *Richard Jones.*

41,730. Who is your landlord?—Mr. Yelverton. Oh, he is not a bad landlord; there are many worse, and many better too.

41,731. Have you had any abatement?—Yes, 10 per cent. We live at the mercy of our landlords. We want permanent reductions, not temporary abatements.

41,732. Did that satisfy you?—No, 60 per cent. would not be too much this year. Why the produce of the farm is down one-third. In 1872 you could get 22*l.* for two-year-old cattle; in 1882 they were not worth more than 14*l.* They are not worth more than 8*l.* now. Of course, butter keeps up reasonably.

41,733. The farm has not paid you then this last year?—No, it does not pay me, it ruins me daily.

The witness withdrew.

Mr. THOMAS WILLIAMS called and examined.

Chairman.

41,734. You are a tenant farmer?—Yes.

41,735. And you live at 2, Spring Gardens, Whitland?—Yes.

41,736. Will you kindly make your statement?

PERSONAL.—I farm a part of Tynewydd on a lease for 14 years at the rent of 112*l.* The lease (which I produce) states the number of acres as 37; the number of acres, according to the late Ordnance Survey Map, is 32 acres, 1 rood, 38 perches. The landlady accounts for this difference by stating that it is contained in the river which flows through one meadow. I consider several clauses in the lease unfair, *e.g.*, I am bound to put 15 tons of lime yearly, which is more than is good for the land, and I will have to leave all the manure on the farm without any compensation. The rent of Tynewydd in 1844 was not above 200*l.*, and the rent of the whole of it now is 641*l.*, together with about 25*l.* ground rent, let on leases to build upon. There have been six changes of tenants during the last 50 years.

BUILDING.—Farm-houses and out-buildings, generally, are improving, but are far from being what would be desirable in many cases yet. In many cases they are erected chiefly by the tenant, and he always has to bear part of the cost as well as the labour connected with them."

41,737. Who is your landlady?—Mrs. Phillips.

Mr. *Seebohm.*

See 41,751. 41,738. How do you explain the rise in rent from 200*l.* a year to 641*l.*? Has it become almost building land or accommodation land?—It was sold.

Mr. *Seebohm*—continued.

41,739. But has a large population risen up in that district?—Oh, yes, considerable.

41,740. So that it led to so much higher rent on account of that increased population?—Yes.

41,741. It is not simply agricultural land now?—There are five or six parties taking the land now.

41,742. You mean it is a higher rent because it is divided into several tenancies?—Yes, it was sold since then.

41,743. Are there any buildings erected upon it?—Oh, yes, many.

41,744. Many of the little holdings have had farm buildings built upon them?—Only the farm on it. There is a farm there and out-houses.

41,745. Only one farm building?—For myself I have got my own house, and a part of the outbuildings.

Sir *John Llewelyn.*

41,746. But is the increase of rent from 200*l.* to 641*l.* purely agricultural, or does it take into consideration house rents?—Agricultural.

41,747. Entirely agricultural?—Yes.

41,748. Owing to its having been split up into different tenancies?—Yes, different tenancies of course.

Chairman.

41,749. Two questions are handed in by Mr. H. L. Stephen—"How old is your lease?"—Four years old.

41,750. "How far is your farm from the "railway station?"—About a quarter of a mile.

The witness withdrew.

Mrs. PHILLIPS called and examined.

Chairman.

41,751. Do you wish to say anything about the evidence of the last witness?—Yes, I should like to, my Lord.

41,752. You are the landlady of his farm?—I am.

41,753. What do you wish to rebut?—The tenant who has just spoken has had the land for about 15 years. Five years ago about seven acres were taken away and then a lease was given to him, but, of course, at a reduction of rent; I think there was a difference of 20*l*. It was mutually agreed that he should have a lease on the remaining part, of course I paying all rates and taxes and tithes; in fact it is entirely free with that rent.

41,754. 37 acres at 112*l*?—Yes, entirely free of rates, taxes, and tithes. It is quite accommodation land, the village of Whitland having increased from a mere nothing into quite a little town. When my father-in-law had this farm 50 years ago more than half of it was arable land, and then the rent, I think, was more than what was stated. It was 260*l*., he paying all rates, taxes, and tithes. Since that, of course, it has become almost all accommodation land and building land. The seven acres that were taken away from this last witness I have been repeatedly offered 5*l*. an acre for, but find it pays me better to farm it myself. When the last witness complained to me that there was a shortness of acreage—which really does not amount to more than one acre, more or less according to this map, and the river is not measured in the land, and when you let land half of the river is always included—when he complained I immediately said I was exceedingly sorry as I was certain that none of us ever knew of it until the ordnance map was brought out. When I heard of it I immediately said I would be perfectly willing to take it up, knowing that I would do far better by it.

Chairman—continued.

41,755. You agree that the number of acres in the lease instead of 37 acres is 32 acres 1 rood and 78 perches?—It is 33 acres by one map, and is nearly 33 by the other; and then, of course, there is the measure of the river. I wrote to the Ordnance Survey Department, and here is their letter if you wish me to read it.

41,756. We can take that as read; you both agree to that, that there is about four acres difference in the lease?—Oh, no, not when the river is measured. It makes not more than two acres, and on the lease it was agreed that it was 37 acres "more or less." Having taken part of that field out there was no map that we could refer to, so that it was mutually agreed, and the tenant having had the land for 15 years was quite as capable of judging as my husband, who is dead, so I thought it my duty to come and speak.

41,757. Is there anything else you wish to say?—No, nothing else, thank you.

The witness withdrew.

Mr. DANIEL DAVIES called and examined.

Chairman.

41,758. The evidence you propose to give relates to Pembrokeshire, I believe?—No, it is Carmarthenshire evidence. I have only just gone from this district to Pembrokeshire. The penalising clauses in the agreements for leases are the worst. There is a copy of an agreement for your lordship to see. (Witness handed in agreement.)

41,759. I think you might read your evidence through; that would be the best way?—If your lordship pleases. I was a tenant on the West Mead estate, which consists of several thousand acres. It is in the Hundred of Derllys. I wish to state that I consider there is a difficulty in dealing with the landlord for land from which the sea has receded, and which is left in such a state as to be of some use for grazing. I may say that I have been upon the farm on this estate for a few years. There was a piece of land that was almost useless, and they wanted to raise my rent 78*l*. a year on account of it, and in consequence of that I left. As to ownership the estates round-about are owned by resident landowners on scattered estates. I should say that language makes no difference, but politics are a great consideration. I have known a tenant having notice to quit for voting against his landlord's wish. Religion is not considered.

Chairman—continued.

41,760. Is this your letter that you have handed in?—Yes.

41,761. This is important. Do you wish to put it in?—That is not on the paper that you have which I sent in. I only had that a day after I sent my statement in to the Secretary in London.

41,762. Is this any relation of yours to whom the letter refers?—No, my Lord.

41,763. Can you vouch for the letter?—It is a farmer, a man who was evicted from the West Mead estate, the one I give evidence for.

41,764. Is he a person who is present in the room?—Yes, my Lord.

41,765. Do you consider that that is one of the most important parts of your evidence?—There are three or four similar to that. He is in the room.

41,766. I think this is more important than the size of farms. Whom does the West Mead estate belong to?—Morgan Jones, of Penlan. He has an estate in Cardiganshire as well.

Mr. *Seebohm.*

41,767. Are these agreements now in use on the estate?—Yes.

41,768. They are very old, are they not?—I cannot say. In 1875 I went to the estate, when I married, and that is a copy of an agreement which was sent to me and my father before we went to reside on the farm.

41,769. In 1875?—Yes.

41,770. Is it in use now?—It was five years ago. I assure you that all these penalising clauses are carried out. They were carried out with me, anyhow

Chairman.

41,771. We will do which you like. Would you prefer that we should call Mr. John Howell, to whom the letter which you have handed in refers, or go on with your statement?—Just as you wish, my Lord. You can read that letter through; it is connected with my evidence. There are three or four cases of the same sort.

41,772. Yes, we had better go to that; it is no use dealing now with such points as the special training of agents, and so on. We have heard all about that?—Again, with reference to changes of tenancy, there have been on the largest farm on the estate, a farm which I have held, seven different tenants in the last 25 years.

41,773. Let us take that. Changes are much more frequent than they were?—Yes.

41,774. What is the cause?—The rents are too high, my Lord. The farm was let at 360*l.*, and then it was let at 480*l.*, and the tenant was there one year; then it was let at 380*l.*, and the tenant was there two years. I paid 480*l.* for it for five years, and of course they wanted to raise my rent, and I then left.

41,775. The largest farm on the estate has had seven different tenants in 25 years?—That is so.

Sir *John Llewelyn.*

41,776. Was your rent 480*l.*?—Yes, and they wanted 578*l.*

41,777. It is a very large farm indeed?—Yes, it was a large farm. Taken with a rabbit warren, altogether it was about 700 acres.

Chairman.

41,778. With regard to Castle Ely farm; that was advanced from 240*l.* to 390*l.* in 1890?—Yes.

41,779. And Great Pale was advanced in Michaelmas 1893?—Yes.

41,780. There have been some permanent reductions?—Some.

Mr. *Richard Jones.*

41,781. Was there any justification for raising the rent of that farm to the extent of 50*l.*?—They generally let their farms by tender. They are let to the highest bidder.

41,782. Is it advertised in the papers?—Yes, certainly, in the "Welshman," and the Carmarthen papers. We had seen it advertised, and we had come up here, and three farms were let at the same time on the estate, and my father tendered for one farm and my uncle for another. They wrote to my uncle asking him if he wished to alter his tender and to raise it, but shortly afterwards they wrote to him to say that they had accepted some other tender, and that it was too late, and that they could not accept anything further from him.

Mr. *Richard Jones*—continued.

Sir *John Llewelyn.*

41,783. That is dealing with it on strictly commercial lines?—Yes, and therefore he did not have it, and my father's tender was accepted.

Chairman.

41,784. What is the size of farms on this estate?—I should think they average about 250 acres. I was in two farms on the estate. The first was 175 acres, and the next between 700 and 800 acres, but there were scores of acres in the last farm—you may say hundreds of acres—that were almost useless.

41,785. Have the farms been consolidated?—Some.

41,786. And when the premises were out of repair on the small farms what did they do with them?—They put them in with adjoining farms if there was anyone who wanted them, and who would apply for them at the time.

41,787. What are they principally—upland or lowland farms?—Upland.

41,788. I understand you to say that labourers are scarce?—Yes. On this last farm that I held of between 700 and 800 acres they did not even have a single cottage on the farm. There was one in the middle of the farm, and they would not let it to me, and it was vacant nearly all the time I was there.

41,789. With regard to improvements, do they do anything to improve the farms?—I never knew of any compensation in any way being paid for improvements.

41,790. Did they charge you anything on the outlay?—They promised to build for me when I went to the first place, and they did not do it for four years after I went there. Then I wanted some more done, because there were very few buildings there at all. I wanted some more done, and they would not do it unless I paid 7½ per cent. That is the rule on the estate, as you will see from the agreement.

41,791. What is the custom of the country?—They would not go by a custom. The agents are London lawyers, and no custom would rule them.

Mr. *Seebohm.*

41,792. In your statement I see it is put at 7 per cent. per annum?—Yes, 7 per cent. is right; I should have said 7 per cent.

Chairman.

41,793. Growing crops, turnips, and mangolds are supposed to be taken by valuation?—Supposed to be, but when I left they would not take mine.

41,794. Then in your case the landlord refused, and charged you a full year's rent for the field for the three months, and the turnips could not be sold off the field by the 29th of September?—Yes. Of course they could not come to perfection. I offered two years' rent, and to keep the field for one year.

41,795. Would the landlord pay for the tillages?—No.

41,796. As to hay, corn, and manure, was that taken at a valuation?—It was supposed to be, but they backed out of it whenever they thought fit.

41,797. Are permanent improvements paid for or not?—I have never known any.

Sir *John Llewelyn.*

41,798. Where does your landlord live?—In the winter, during the shooting season, he lives at Llanmiloe, down in the middle of the estate. In the summer time he is most of his time at Penlan, and in Cardiganshire.

Chairman.

41,799. Does he preserve much game?—Yes.

41,800. Rabbits and hares are preserved by the landlord?—Many rabbits and hares, and pheasants by the thousands.

41,801. Was there much damage?—Not so much near the covers, because he kept so much land in his own hands for the preserves for the game.

41,802. Did you ever know of any compensation being paid for the damage done by game?—Never. I know of a tenant who asked for compensation, and the landlord told him that if he was not satisfied with his farm as it was, he had better take it up himself, and he would take it in for preserving, and he did so.

41,803. Were you ever expected to beat?—Yes, my Lord.

41,804. Is that really accurate, because this has been so often denied?—No doubt it is accurate. There are a dozen tenant farmers in the room now, but they do not like to come forward although they can corroborate anything I have said, by letter, on condition that their names should not be divulged to the agent or landlord.

41,805. Were you expected to beat yourself?—I and a couple of men with me a couple of days every year.

41,806. What did they give you?—I had a pheasant the second day, and the men would generally get a shilling or something like that.

41,807. Then you think game preserving under those circumstances has a very bad effect?—Well, it encouraged poaching.

41,808. And caused unpleasantness?—Yes.

41,809. Were you obliged to insure?—The landlord paid the insurance and charged it in the rent. You will find it is in the agreement that the landlord has the power to insure and charge the tenant for it in the rent.

Chairman—continued.

41,810. With regard to the general condition of the farming population, what do you consider: is it good, bad, or indifferent?—Not very good.

41,811. And the tenants and their wives work very hard?—Much harder than the hired labour—longer hours.

41,812. The children do not receive wages?—No, my Lord.

41,813. The present rents, you think, could not be paid if the children had their due?—I am positive of that.

41,814. The cottage accommodation you said was bad?—It was in the main very bad. I had one cottage on the first farm, and there was one on the second farm, and they would not let it to me, and it was in the middle of the farm.

41,815. You have told us of that. Do you think that the large estate holders are better people to rent under than the small ones?—I think so, on the whole. The landlord himself on that estate, I think, was a very good man, a thorough gentleman; and if we could have only treated with the landlord himself I think we should have got on very well, but his agents we can get nothing from, only the law. To everything we would ask them in any way reasonable—about improving or building or anything of that sort, they would say, "Well, "we do not know; so and so is your lease, and "so and so is the law." That is all we can get from them. The landlord himself was a gentleman, and I think we could have done well with him.

41,816. Do you think the tenant farmers were fairly housed?—Very fair on that estate.

41,817. But it was a hard life, taking it altogether?—Yes.

41,818. And both farmers and labourers have left the district?—Yes. Rents were too high to employ as much labour as we would wish, to make as much out of the land as could be made out of it.

41,819. What do you think ought to be done with regard to this depression?—Lower the rents.

41,820. Are you in favour of a land court?—With some landlords we could do very well without a land court, but really with some others it is very much needed.

41,821. You think it is a necessity in some instances?—Oh dear, yes.

41,822. For the protection of the tenants?—Yes.

41,823. The general relations between the landlord and yourself you have told us were very friendly?—Yes.

41,824. When you could see the landlord?—Yes, when we could see the landlord we could do very well.

41,825. But you could never get at him?—Yes I did once or twice, when they gave me this notice to leave, or rather when they told me

Chairman—continued.

they were going to raise the rent by 78*l.* I gave them notice for fear they should put it upon me, and that it would be too late and that I could not pay the money. I gave them notice and they wrote back from London acknowledging my notice and saying that they had been intending to send me notice, but as I had sent notice to them it would not be necessary. Then I went to see the landlord afterwards and he was agreeable for me to have it for 30*l.* more than I had been paying.

41,826. There are two questions handed in by Mr. H. L. Stephen, "What penalising clauses have been enforced, and when?"—To begin with when I left the first farm they would not let me take my crops; they would take all my crops at a valuation, and when my time expired they *refused to take them.* Then they made me pay a *year's rent for the field for three months,* and there are plenty of people in the room who can say that when I left the farm I had improved the farm, but they sued me for a large amount of money for dilapidations, but I went to law and won the case, but it cost me 200*l.* for expenses.

41,827. "How many farms are there on the estate?"—The estate is one of several thousand, acres. There are a lot of farms, I should say 50, but I could not say precisely.

41,828. Do you wish this letter to be read?—Yes.

Chairman—continued.

41,829. Then I understand the tenants are both in Court, and are prepared to substantiate it?—Yes.

41,830. Is Mr. John Howells in Court?—He was here 10 minutes ago.

41,831. The letter is as follows: "John "Howells and Catherine Howells were turned "out of Trevaughan Farm in 1869. Tenants "had a lease for 21 years, only three or four "years gone. When landlord broke the lease, "tenants refused to leave until forced by law, "landlord putting tenants (in law suit) to over "500*l.* expenses. Agent contracting out of "lease on the grounds that he was not agent, "only receiver of rents, but he has really done "all the business connected with estate. "Tenants received nothing for improvements. "Tenants done draining, &c. to the value of "100*l.*, and carted all materials for building "house and premises. Tenants reclaimed about "18 acres, and had no allowance. Twenty years "before leaving rent was 72*l.*—then 82*l.*, and "when taking lease rent was again risen to "115*l.* Tenants' family had been on the estate "over 400 years, and the tenant Catherine "Howells when turned out was 88 years of "age, and had to be carried out from the house, "and wished to remain." That was by action at law?—Yes.

The witness withdrew.

Adjourned to Carmarthen.

FIFTIETH DAY.

Second Court.

Schoolroom, St. Clear's, 20th April 1894.

PRESENT:

LORD KENYON in the Chair.

Mr. David Brynmor Jones, Q.C., M.P.
Mr. John Morgan Griffiths.

Mr. Edwin Grove.

Mrs. Rachel Evans called and examined.

41,832. *The following statement having been translated to the Witness was read by the Interpreter.*

Evidence of Mrs. Rachel Evans, *Maeslan, in the Parish of Llanddowror;* acreage 109, owner, Sir C. G. Phillips, Picton Castle.

A lease was granted in 1810 in the joint lives of my father and mother-in-law and the son (Theophilus Evans), my husband, when he, my husband, was 13 years of age, at 80*l.* per annum, including tenantable repairs. Thus when the lease expired nine years ago I was requested to keep all things in tenantable order for a further six years, and the rent was raised by 30*l.*, from 80*l.* to 110*l.* No repairs in any shape or form have been made by the landlord since the lease went out except two days' repair, a new window, a loft, and a door were repaired by landlord. The dwelling-house and the out-houses are in a very dilapidated and dangerous condition, both for man and beast. I am obliged to carry water by the buckets full from the dairy when it rains. The landlord has been written to many times as to the uninhabitable condition of the houses, but no answer has been received. Mr. Owen came yonder once, and said that he was going to repair it now. This was three months ago. There is no workman's cottage on the farm, and this entails upon me 2*l.* 15*s.* additional annual expense. I took with we to Maeslan at my marriage 200*l.*; this has been swallowed up in the extra expense since the expiration of the lease, and my son works with me for nothing.

When the lease was granted, two heifers were sold for 40 guineas, but when the lease went out I sold four heifers for 5*l.* each.

Mr. *Griffiths.*

41,832A. When the lease expired did anyone from the estate come to see the repairs?—Yes, Mr. Owen came.

Mr. *Griffiths*—continued.

41,833. Was the place put in repair then?—No, my husband said that the house was 300 years old, and that those who lived there were constantly making repairs.

41,834. Has the landlord done any repairs besides?—No, he has not made any.

41,835. What is the roof composed of?—The roof of the dwelling house is tiled.

41,836. All the roofs of the outhouses are straw?—Yes, except the barn, which also has a tiled roof and the building for keeping cattle in.

41,837. You say you took to the Maeslan on your marriage 200*l.* and that has been swallowed up in the extra expense since the expiration of the lease. What have you done since the lease ran out?—I have used it to pay the rent.

41,838. Then it was not in repairs?—We used to grow wheat for the straw thatch on the houses.

41,839. Do you raise much corn?—Two fields and a part.

41,840. Do you grow wheat?—Oh, yes, to make my bread to eat.

41,841. Do you think you can grow it cheaper than you can buy it?—Oh, yes.

41,842. I thought you might be growing it on account of the thatch?—We must have wheat in order to have a thatch roof.

41,843. You complain that the rent has been advanced to you from 80*l.* to 110*l.*?—I said that to Mr. Owen, and Mr. Owen, Cwmbrane, said we should never pay for it, and Mr. Owen said that they had been offered 110*l.* for it.

41,844. Is this one of the farms that has to be sold?—No, he did not say a word to me about its being sold.

41,845. Were these heifers you sold for 5*l.* each as large as the ones you sold for 40 guineas?—No, they were a year older; those were three years and the 5*l.* ones were two years. It was about the time of the Bonaparte war and it was a very good time then.

Mr. *Grove.*

41,846. Why do you consider the buildings in a dangerous state?—We were nearly killed under them once; three loads of stone fell about five minutes after we went out and we have only props now to keep it up.

41,847. You say that the landlord has been written to many times. Who wrote to the landlord?—Mr. Moore, of Maesgwrda.

41,848. He wrote on your behalf?—Yes.

41,849. To whom? Was it to the landlord direct?—One letter was sent to the landlord and another to Mr. Owen.

41,850. What age is the son who works on the farm?—Twenty-one.

Lord *Kenyon.*

41,851. I do not quite understand you. The place was kept in repair as long as the lease ran?—Yes.

41,852. Then it very soon got into a dilapidated condition afterwards?—I kept it for six years in tenantable repair after the lease had expired. They told me that I should have to do that.

Lord *Kenyon*—continued.

41,853. Was it not a very sudden dilapidation to get dangerous in three more years?—It is cracked all over the window place, and the loft where I sleep is all rotten and falling out.

41,854. Still you maintain that you kept it in good repair till the end of the lease?—Yes, we kept the old place pretty tenantable whilst the lease ran. There was a piece which was nearly falling but we made it good.

41,855. This is a question by Mr. Vincent: "Have you any grievance"?—A grievance for what?

41,856. Have you any grievance against your landlord?—No, he is a fairly good landlord, but he also raises the rent too high.

41,857. Your grievance is the rent. "Do "you think a farm ought to be held at the "same rent now as in 1810 before there was "any railway"?—It was very much better times when the lease was granted than when it expired. I worked very hard, and I failed to get the rent ready by the day for them. My landlord gives plenty of time for us to pay the rent, but he asks us to pay too much rent.

The witness withdrew.

Mr. Sackville Herbert Owen recalled and further examined.

Lord *Kenyon.*

41,858. You are the agent of the Picton Castle estate?—Yes.

41,859. You wish to rebut the evidence just given?—My Lord, this was a lease granted in 1810 and ran out in 1885. It was a repairing lease, and when the lease expired no repairs were done. The premises are very old and in bad repair. I expected the tenant to repair, and told her she must. Seeing she did not do so for three or four years, I repaired the roof after a storm so as to make it wind and water-tight three times since the lease expired on behalf of the estate.

41,860. You rebut the statement of no repairs having been made in any shape or form?—Yes. My last visit was three months ago, when the architect was there with me, and we said as soon as the weather permitted we would put the roofs in better order and make her comfortable.

41,861. I think she says that?—We have promised to do that; the buildings are very, very old, and when the lease went out the tenant did not do any repairs whatever.

41,862. You are going to repair?—Yes.

41,863. Do you deny her statement that she kept it in tenantable repair while the lease was running?—Yes, I do, it was in a most ruinous state.

Mr. *Brynmor Jones.*

41,864. Was it not ruinous in 1810?—I do not know; I cannot go into the state of repairs in 1810.

Mr. *Brynmor Jones*—continued.

41,865. I do not put it on your own knowledge, but more by way of suggestion; Mrs. Evans says she thinks it is 300 years old?—Well, it is very old.

41,866. There was the usual covenant, I suppose?—Yes.

41,867. As a matter of law you could not expect a new house from the tenant?—No, the building in the house is good enough, and the timber in the house, although very old, is good, but the slates have gone.

41,868. What do you estimate would have been the cost nine years ago to put it into a fair tenantable condition, having regard to the age of the house?—I should say it would have taken from 80*l.* to 100*l.*

41,869. What principle of valuation do you adopt in the case of these old leases?—In this case it was a valuation made some years ago by the late Mr. Goode; I have the valuation book; I did not put the rent up to the amount he valued it at; he put it at a value of 115*l.*, and it was let at 110*l.*

41,870. In raising the rent, did you raise the rent on the basis that the tenant ought to spend this 80*l.*, or that the landlord ought to spend 80*l.*?—When I raised the rent the tenant was to put it in tenantable repair.

41,871. You say there was a liability on the part of the tenant to give up the house at the end of the lease in fair and tenantable repair; but you say it would probably cost 80*l.* to put it into that fair tenantable repair?—Yes.

Mr. *Brynmor Jones*—continued.

41,872. In raising the rent from 80*l.* to 110*l.*, did you in arriving at the figure of 110*l.* assume that the tenant had spent the 80*l.*?—No, but that the tenant would have to repair to the extent of 80*l.* or 100*l.*, in fact, to put the place in tenantable repair, according to the covenant in the lease.

41,873. Supposing the landlord had spent the 80*l.*, what would have been the fair rent then according to your principle of valuation?—If we had put new roofs on, probably we should have charged 5 per cent.

41,874. In addition to the 110*l.*?—Yes, in addition to the 110*l.*

41,875. You say this raising from 80*l.* to 110*l.* was a raising quite without reference to the condition of the repair to the dwelling-house?—Certainly.

41,876. Simply the change in the value of land as agricultural land?—Yes. The outhouses are all built of clom and thatch, and probably if thatch had been at a normal price she would have done a good deal on it; but thatch was very dear. Now all the thatch is tumbling down, and we shall have to put iron roofs or something of that sort on.

Mr. *Griffiths.*

41,877. By your description, the place is in such a state that it will have to be rebuilt?—Not the house, the timbers are good although old, but the outhouses are all bad.

41,878. Is the farmhouse adequate to modern requirements?—It is too large for a farmhouse; it is a very large farmhouse, but the ceilings are low.

Mr. *Grove.*

41,879. They say that the landlord was written to?—They wrote to me, and I have been there three times, and have sent my man at other times. When a tenant writes, I very often send the valuer to see the place before I go.

41,880. You are continually doing some repairs on the estate?—Yes. We are doing them all up as fast as we can. We have spent in 13 years 35,000*l.* on the property. We are doing the best we can everywhere. This is a bad case. It is about one of the worst we have. It was said in the other court that this is one of the farms for sale. This was a mistake. This is not for sale. It was my mistake in the name. I see the valuation of the dilapidations when the lease was out was 96*l.*

The witness withdrew.

Mr. John Williams called and examined.

Lord *Kenyon.*

41,881. You are Mr. John Williams, of Penlan, Llanginning?—Yes.

41,882. Are you a county councillor?—Yes.

41,883. Are you a tenant farmer as well?—I have a small tenancy.

41,884. Who is the owner?—Mr. Lewis Williams, of Trelech a'r Bettws.

Mr. *Griffiths.*

41,885. Have you not two holdings?—I have three.

41,886. I think you live on your own holding?—Yes, I live on my own holding. I thought you asked if I had any occupation besides.

41,887. You have some other occupation besides farming?—Yes, I have an occupation besides my own farm. The following is my statement:—

Owner: Mr. Norman Bond Young, London.

The place has been connected with my family for 200 years. The rent has varied in the meantime from 16*l.* to 118*l.* I came into possession as tenant after my parents in 1850. The owner at this date was a minor, and a student at Oxford, reading for the Church. During the time he was at Oxford he got into difficulties, and was, therefore, obliged to sell his life interest in the estate to a firm of solicitors in London. This firm granted me a lease at 90*l.* a year for seven years only, but gave no repairs, although the repairs were in the condition of the lease. In about two years after granting the lease the property was offered for sale. Then I bought the life interest of the owner, and held it from 1859 to 1872, in which year the life dropped. Then his infant son, a ward in Chancery, came into the property. Two valuations were made during the minority of this ward, with the view of giving repairs, but no repairs were made by the landlord. During the last year of the said minor's life 50*l.* was expended by the mother of the minor in building a new dairy. During the whole time the place was in the occupation of my parents and myself, all the buildings that are on the farm were made by us, without receiving any compensation, except the aforesaid 40*l.*; and when I bought it in 1879, no compensation at all was made to me for any improvements and expense in connexion with converting arable land into permanent pasture, &c., which increased the value thereof 30 per cent. And I believe that my individual case is typical of that which is common in the district.

Mr. *Griffiths*—continued.

41,888. To what does that 40*l.* refer; you say, "the aforesaid 40*l.*"?—There was only 40*l.* spent (it is down in my statement 50*l.*) on repairs during my recollection, and by any history I have had of the tenancy from the family.

Mr. *Griffiths*—continued.

41,889. Was there any money paid in compensation at all?—None whatever, my Lord.

41,890. The 50*l.* you say should be 40*l.*?—Yes, I think so.

Mr. *Grove.*

41,891. You say the old rent was 16*l.*?—Yes.

41,892. How do you get proof of that; do you get it from old documents?—Yes, from the old lease.

41,893. Was the size of the farm the same then as it was when it was 115*l.*?—To the very inch.

Mr. *Brynmor Jones.*

41,894. What is the date of the lease at 16*l.* rent?—I cannot say, because it was granted to my great grandfather.

41,895. That was some time in the 18th century, I suppose?—It was, no doubt, some 160 or 170 years ago. My father would have been there under it if he had been alive. My grandfather was bred and born on the place.

41,896. You say the obligation of repairing was on the landlord?—So it was in my time, ever since the 16*l.* lease expired. The responsibility of the repairs was on the landlord.

41,897. You did not carry out the repairs?—I never saw anything except the things mentioned.

41,898. Then was the laying down into permanent pasture done entirely at the expense of the tenant all the way through?—Entirely; everything.

Mr. *Griffiths.*

41,899. You are very well acquainted with the district. Very much of the land in this district has been laid down to pasture?—Yes.

41,900. And always at the expense of the tenant?—Yes, always. I never heard of it otherwise.

41,901. Has the landlord ever done it?—No, I never heard of a single case.

41,902. He does not even pay for the seed?—Not to my knowledge.

41,903. It is a great district for dairying?—Yes, it is a great district for dairying.

41,904. The factory here has not proved a great success?—No, the supply is too small. There would be a good return if there was plenty of supply.

41,905. Do you not think that more can be made of the milk than can possibly be made of the butter and cheese?—That is my experience. I have supplied the factory with all my milk ever since the opening day.

41,906. What size dairy do you keep?—From 16 to 18 cows.

41,907. You send it to the factory?—Yes, every day.

41,908. You consider it pays better?—Yes, especially now for the first three months of the summer, May, June, and July, it pays much better, because I never send my milk that I do not make one shilling a pound on the butter, whereas the butter from the farmers on the other farms which is sold in the market is sold at 9*d.* or 9½*d.*

Mr. *Griffiths*—continued.

41,909. You have to send the milk to the factory?—Yes, that is the only extra expense.

41,910. The farmers do not unite and send a van round?—No, they prefer the old system; they do not fall in with any of these new inventions.

41,911. Do you find any difficulty in getting servants—dairy maids. Are they scarcer than they used to be?—A great deal. I have not suffered any inconvenience of late, because I have daughters working milking.

41,912. Are there any men milking in this neighbourhood?—Some boys. It is difficult to get men. I do not know of any men milking except small boys.

41,913. In England men are generally employed?—Yes, and I think it would be much better if they were to take to it here.

41,914. Do you think there would be expense saved if they employed men to milk?—No doubt, and especially if they would take to sending their milk to the factory.

41,915. There would not be so much work at home?—Yes.

41,916. You say people are not ready to adopt the new system of dairying?—No, not half of them that should support the dairy do so.

41,917. Have you thought of any plan as to how a factory could be kept going?—Last year we had a milk cart go round and take the milk of the farmers, but our experience of last year would not teach us whether that would answer or not, because it was such an exceptionally dry summer that we had no milk in the country. We are in hopes of getting a supply this summer. We are under very good promises. The farmers in this part of the neighbourhood are taking it up.

41,918. Do you not think that Government ought to assist you to establish these factories in this part of the neighbourhood?—There would be no mistake about that in my opinion if they were to do so.

41,919. How are the dairies generally throughout the neighbourhood; are they suitable?—No, I do not think the dairies are what they ought to be in such a dairy country as this.

41,920. Is the butter good?—I think it is the best district for butter, and we have had the dairy school here in the neighbourhood, and young girls have taken great delight in it, and have practised the way of making it.

41,921. You do not think there is much improvement to be made in the construction of the dairies?—Yes, there is.

41,922. Do you not think it would pay the landlords better to take a little interest in this and let the dairies remain?—I think the landlords ought to pay more attention to dairies and stables and in buildings on the farm.

Mr. *Brynmor Jones.*

41,923. You know the farmers round about your district?—Yes.

Mr. *Brynmor Jones*—continued.

41,924. At any rate you deal with them?—Yes.

41,925. Do you agree with the evidence that the tenant farmers usually give us that the times are exceptionally hard?—Yes.

41,926. You think there is a genuine difficulty on their part to make both ends meet to pay the rent?—Yes, I can say conscientiously not one-half could meet the last audit.

41,927. Is there a general complaint amongst the tenant farmers that the landlords are not sufficiently ready to meet them as regards improvements?—I cannot say there are complaints so much against what we call big landlords; they are making allowances, and some are making promises.

41,928. The grievance is not so much against the larger landowners, so far as the rents are concerned, as it is against the smaller landlords?—Yes, the smaller landlords.

41,929. I am talking of the question of improvements now. Do you find that the tenant farmers complain that the landlords are not sufficiently ready to meet them in regard to improvements and making buildings and so forth?—No, not generally speaking.

Lord *Kenyon.*

41,930. What is the acreage of your holding?—My holding altogether, on this very farm that I am speaking of, is 116 acres.

41,931. About 1*l.* an acre when it was valued last. Are you satisfied with your purchase; do you think you are better off as a freeholder?—No, I am not better off so far as I am pecuniarily concerned, only my improvements are mine, and I am safe. I was quite contented before. I was always under the impression that the estate was entailed that it would ever remain so as long as I should live, and I should have been quite content to live under them as to live under myself, because they were a very nice family.

41,932. I suppose it was a great grief to you when the owner got into difficulty?—Yes, it was a great grief. He was a very nice man; but still when his son came of age he only kept it a very short time. He came of age on the 1st September, and I remember signing the contract of purchase on the 9th November.

Lord *Kenyon*—continued.

41,933. He did not take long to get rid of it?—No; he purchased an estate in Africa, and the money was wanted to pay for it.

41,934. These are questions from Mr. Vincent: "May I ask you whether a full law of "compensation for improvements, if it could be "framed, would not meet every need that strict "justice calls for"?—I think it is a great want in the country that no compensation is given to people when their farms are sold, after being properly farmed and money expended upon. I know of several instances.

Mr. *Griffiths.*

41,935. Do you mean permanent improvements or general improvements?—Full improvements. Supposing a tenant had taken a farm six years ago, and improved that farm, and that farm became for sale, the landlord, perhaps, would have several hundred pounds more for that farm, because of the industry and expenditure of the tenant, than he otherwise would have.

41,936. Do you mean by the improvements that he laid out on the land?—Yes, and his good skill and industry.

Lord *Kenyon.*

41,937. "Was the old lease one for lives or for "a limited period of years"?—Lives.

41,938. For so many lives?—Yes.

41,939. For how many?—Three, I believe; but I know my grandmother was in it—she was the last.

41,940. "Do you know whether any premium was paid for the lease"?—No, not in those times, because my great grandfather leased farms besides that in the neighbourhood for a similar rent in comparison.

Mr. *Grove.*

41,941. Do you follow the history of dairying in Denmark at all?—Yes, I do.

41,942. Do you know there are 1,000 butter factories, for instance, in that small country, and that they are a great success?—Yes, I do.

The witness withdrew.

Mr. JOHN DAVIES called and examined through an interpreter.

Lord *Kenyon.*

41,943. Do you reside at Landwr Mydrim, St. Clear's?—Yes.

41,944. What is your opinion of the rents at present?—They have been raised too much now during these bad times—during the last 10 years.

41,945. Have there been any abatements?—There have been a few; some give more and some give less—2*s.* in the £; but 2*s.* in the £ is not sufficient with the price of cattle as it is now.

Lord *Kenyon*—continued.

41,946. What do you consider would be sufficient?—The rents ought to come down one-third of what they are. Cattle have come down to half their prices.

41,947. Do you think that that depression is permanent?—I believe that prices will remain as they are now.

41,948. Is there a sufficient number of labourers' cottages?—No, we have no labourers' cottages now. We have no labourers about now

Lord *Kenyon*—continued.

in the country because we have no cottages for them. The old cottages have come down, and they are now not fit to be used as potato stores.

41,949. Do you think if the landlords built cottages in the country there would be labourers to fill them?—Undoubtedly the young men who marry now would do so. I had a servant man and maid who got married, and I could not keep them because I had no cottage for them to go to.

41,950. You would have been able to keep them, and have paid them for their labour?—But I could not keep them unless I had a cottage for them.

41,951. Do you think there should be some compensation given at present, further than is given by the Agricultural Holdings Act?—Yes, undoubtedly the farmers ought to have something to improve their land as they go along, and not to be in fear of receiving notice to quit.

41,952. Are you aware of the Agricultural Holdings Act?—I know of such an Act, and I know that it is necessary to receive the permission of the landlord for every improvement.

41,953. Not every improvement; but still some?—Yes, some. I should like to say this: we want open sheds in the winter for cattle, for instance; we have not sufficient accommodation for young cattle, at any rate not worth speaking of.

41,954. Would you put them up if you got your landlord's consent?—Oh, yes, if we had the the permission.

41,955. Have you asked for permission?—I have not asked my own landlord, but he is quite willing that I should put up a labourer's cottage—that is after the visit of this Land Commission.

41,956. Who is your landlord?—He is my cousin.

41,957. You are on very good terms with your cousin, I suppose?—Why I was selected to come here to-day because I am on good terms with my landlord, but the tenants generally do not come forward because they are afraid of offending their landlords. I took the place 10 years ago, and my landlord has given me a reduction in rent of 20*l.*, and I am therefore on good terms with him.

41,958. What is the rent now?—It is 110*l.* now.

41,959. What is the acreage?—100.

41,960. One hundred and ten pounds now since the reduction?—It was 130*l.* before.

Mr. *Brynmor Jones.*

41,961. Where was the meeting held at which you were selected to represent certain gentlemen?—In Mydrim, at a farm called The Close.

41,962. Is that in the parish of Mydrim?—Mydrim is a parish, and The Close is the name of the farm.

Mr. *Griffiths.*

41,963. I think you say you have been at St. Clear's at a meeting as well?—Yes.

Mr. *Brynmor Jones.*

41,964. Was there a meeting of the tenant farmers at Mydrim?—Yes.

41,965. How many farmers attended the meeting?—A good lot met there, but you see they are afraid of the landlords, and they do not come. That is why they selected me. They said: "You are on very good terms with your first cousin, so you can go and represent us"

41,966. Some farmers did meet you, Mr. Davies?—Yes; some of the farmers came there, and they told me everywhere where they met with me that I should be right to tell the truth.

41,967. About how many of them came?—About six or seven; I cannot say for certain how many there were.

41,968. You said you went to another meeting as well, did you not?—Yes, I was also present at the meeting here at St. Clear's.

41,969. How many attended that meeting?—A great number. I cannot be sure how many, but about 100 or so, I should think—more perhaps.

41,970. Are these parishes of Mydrim, St. Clear's, and Llanddowror, and the others, immediately adjoining the place we are sitting in Welsh-speaking parishes?—Yes, almost altogether.

41,971. In fact, I suppose that all these parishes to the west of Carmarthen are Welsh speaking?—Yes, until you come to Llandowror and Laugharne. There they speak English.

41,972. Are the farmers and the labourers chiefly Nonconformists?—Yes, mostly. For the most part we are all Nonconformists. There are Churchmen in Mydrim.

41,973. Is it a fact that most of the farmers find it very difficult to pay the present rents even with the abatements that are made by the landlord?—They are able to scrape the rent together, but the abatements are not anything compared to the fall in the price of cattle.

41,974. Did the gentleman who met you suggest any remedies for the present condition of the farmer?—Yes.

41,975. What did they say should be done?—That we wanted a land court to value the land in order to have a proper valuation of the land in accordance with the present prices. I do not believe that prices will be any better owing to foreign competition, and we must live according to the rules in America, and so on.

41,976. Do you find there is any difficulty in getting proper compensation for improvements. I do not mean you, but the farmers for whom you speak?—We do get compensation, by farming well. We cannot farm the land without a labourer, and we cannot get a labourer without having a cottage for him to live in near the house. A man in the village is not near the farm for his work, and you want him about the farm. I should prefer a small holding for them

Mr. *Brynmor Jones*—continued.

and keep two cows. Many of the cottages have come down these last 20 years, and they look very bad there, and are all full of thorn. I want to see every labourer with a cow or two; to live and have a small holding for every labourer. That is my opinion, and that is the opinion of the country. Then you could have a labourer, and a good wife to milk the two cows or one cow, and you might have a convenient place for the labourer who worked on the farm, near the house, about a quarter of a mile or half a mile off.

41,977. You would like the Small Holdings' Act of 1892 applied?—Yes; for the men to come to the farm to work. I think the landlords ought to provide the small holdings.

41,978. Do you find among the tenant farmers in these parishes any complaint about the buildings being insufficient—there not being enough buildings to farm properly?—Yes, we want sheds to have cattle in, and so on.

41,979. Just go back for one moment to the meeting. Did you suggest, when you were pressed to come here, to some of the others, that some of them had better come with you?—Yes.

41,980. But they would not come?—I saw one to-day, and a large farmer too, and he said, "You will make it all right to-day," and then he went home.

41,981. Are they afraid that they will get notice to quit if they come here?—They do not like to do anything to their landlord for fear they might have such a notice.

41,982. Have the landlords said or done anything in this neighbourhood that would create the impression that they disliked the tenant farmers coming before us?—They have not said anything to the farmers at all; but they do not speak favourably about the Land Commission.

Mr. *Griffiths.*

41,983. You say that many of the cottages tumble down?—Yes, in my neighbourhood alone, about 25 to 30 have fallen.

41,984. And the landlords have not built new ones?—I know of two cottages that they have built.

41,985. You are sorry to part with a good servant because you have no cottage to put him in?—Yes; this year, too I did.

41,986. What wages did you pay that servant?—20*l.*

41,987. Do you think he would have stopped if you had had a cottage for him?—He said to me that he would be sure to stop.

41,988. Would you be willing to part with a few acres out of your farm for that purpose to keep him there?—Yes.

41,989. Where do the workmen go to?—They go to where there are houses, and to the villages and to the collieries—anywhere where there are houses.

41,990. You think that the Land Commission has done some good already?—Oh, yes.

Mr. *Griffiths*—continued.

41,991. Did you have many meetings here or at Mydrim, or only one in each place?—We had two small meetings at Mydrim, and I was here at two meetings, I think.

41,992. Was the attendance as good at the last meeting as at the first?—At the last meeting those who wanted a land court were present—those who possessed sense—there were workmen and labourers and all.

41,993. Are you of opinion that more could be made out of the land if the farmers had some security for the money they lay out?—Undoubtedly they would be able to—the majority, not all.

41,994. How are you able to work the land now. The labourers have all gone away, you say?—I went down to my neighbour's. He has five sons here, and he is also a freeholder, and I failed to get workmen to come yonder, so that he allowed one of his sons to come, and his son works with me to day.

41,995. Are these sons that are at home paid for their work?—The father is a freeholder and they are at home with him.

41,996. There are many farmers' sons working?—They do not receive pay for their work, only their clothes and food.

Mr. *Grove.*

41,997. You think that more cottages are wanted on the land?—Yes, that is my opinion.

41,998. And if there were more cottages they would get more labourers on the land?—Yes.

41,999. Do you know of many farms of 100 acres with a labourer's cottage?—I know of farms of 200 acres without a single labourer's cottage on them.

42,000. Do you think it would be reasonable to expect a cottage on every farm of 100 acres?—Yes, there ought to be a labourer's cottage on every 100 acre farm.

42,001. Do you think that they could afford in the present bad times to pay the labourers if they could get them?—Yes, we could, only we should have to farm the land and the rents would have to be reduced. We could not get the labourers because they are bound to have something.

Lord *Kenyon.*

42,002. This is a question by Mr. Vincent—"Did you ask your landlord for a cottage for "this man and maid of yours"?—Yes.

42,003. "Do you not think the real reason "the men go away is simply that they get "better wages at the works and collieries"?—Our labourers earn more than they do now at the works providing we give them food and they pay for their lodgings. A labourer returned from Llanelly and told me that he preferred having 1*s.* 6*d.* a day and his food on the farm than 1*l.* a week at Llanelly.

42,004. "Were all the farmers who met of "one mind"?—They were all of the same mind

Lord *Kenyon*—continued.

that we want labourers and that we want cottages for them.

42,005. "I daresay your men are a great deal "better off than colliers; but do you think they "realise it"?—No, they do not realise that until they are about 30 or so.

42,006. "Were all the farmers at the meeting "of one mind?" I want to ask you that question again?—The majority were of the same opinion as myself.

42,007. "Is there anything besides the absence "of the others which makes you say they were "afraid"?—They did not care to come to the meetings because they were afraid that the masters would not be willing that they should come.

42,008. The question is, is there anything besides the absence of the others which makes you say that they are afraid?—I meet them on the high road and in fairs, and they say they would not come to the meeting because not much good would come out of the Welsh Land Commission, and the reason for that was that they did not like to say anything contrary for fear that the landlord might hear.

Lord *Kenyon*—continued.

42,009. "Do you seriously say that the men "about here who farm 400 and 500 acres, "Derllys for example, are afraid"?—The larger farmers, with the exception of an occasional one, have their land cheaper than the smaller farmers.

42,010. Do you not know any farmers who disagree with you?—Yes, one or two not worth speaking of.

42,011. "Can you tell us whether prices for "beasts rose at Llandovery Fair three days "ago"?—The prices may have been a little bit better at Llandovery, but not very much.

42,012. "In reference to the question pre-"viously put then, do you think that the large "farmers have no case of complaint"?—Some large farmers have reason to complain—Treventy, for instance.

42,013. "Have not the large farmers to lay "out more money for labour than the small "ones"?—Yes, no doubt.

42,014. Then they have more room to complain, have they not?—Speaking of Derllys, he would not go anywhere without his landlord, because he has a good place.

The witness withdrew.

Mr. EVAN WILLIAMS called and examined through an Interpreter.

42,015. *The following statement was translated to the witness and then read by the Interpreter:*—

Evidence of EVAN WILLIAMS, *Glasfryn, Llanfihangel Abercowin.*

Acreage, 118: Owner, J. L. Phillips, Bolahaul.

The above farm was taken by me in 1890 from the former tenant, Benjamin Williams. I gave 80*l.* to Benjamin Williams for retiring in my favour, subject to the permission of the landlord, as the accompanying agreement shows. The landlord promised me 12 gates, but the promise was not fulfilled. During the first two years of my tenancy I gave 60 tons of lime to the land, and opened the ditches, mixed the lime with earth therefrom, and spread the compost over the land. Then the third year the farm was sold. I went to Mrs. Phillips and Mr. Rowland Browne, the agent, to ask for compensation for what I had done. But no compensation was given. I had asked Mr. Browne for the agreement, but it was withheld from me until the place was advertised to be sold. I received the agreement about a week before the place was sold. Mrs. Phillips said that she left everything to Mr. Phillips, of Clungwyn, but Mr. Phillips wrote to me to the effect that he was prevented from visiting the farm to see what was done, and therefore, he could not say what compensation was due. But after I had the agreement and signed it, I saw that it barred me from any compensation. I was not able to understand it myself on account of my being a very poor Englishman, and the lawyer quite as poor a Welshman. I signed what I did not thoroughly understand. I made other improvements in the dwelling-house, and in the outhouses, and with very great difficulty I received a very scanty compensation for those things for which I received 7*l.* in December, although it was promised me, the lawyer excusing himself from time to time stating that he could not find the bills. The solicitor made a demand for making the agreement. Said I, "Do you expect me to pay for an instrument to bind myself?" "Well," said he, "I demand payment." I answered him in a passion, "Very "well, I will pay you, if you will give me "your receipt." At this I was permitted to leave without paying. I beg to state that I, by what I had done during the first three years of my tenancy, had greatly increased the selling value of the farm, at least 12*l.* a year more in value, without receiving a penny by way of compensation.

Lord *Kenyon.*

42,015A. Have you the agreement?—Yes. [*Handing same.*]

42,016. Do I understand you only had this agreement just before you left?—Yes, but I had signed it before that.

42,017. You signed it when you took the farm?—Yes.

42,018. Was the agent, Mr. Browne, referred to in your evidence, the lawyer?—Yes

42,019. Did he try and explain the lease to you at all?—He read it in English.

42,020. But he could not speak Welsh?—Mr. Browne was not able to speak much Welsh.

Lord *Kenyon*—continued.

42,021. It is a most extraordinary agreement I must say. It is perfectly illegal?—I did not know that.

Mr. *Grove.*

42,022. Do they not always get copies of agreements when they go to sign?—Yes, with the previous landlord I had one at the time I signed it.

Mr. *Griffiths.*

42,023. Who was your previous landlord?—Mr. Gwynne Hughes, Tregib.

Mr. *Grove.*

42,024. Is it not usual on estates in these parts to give a copy of the agreement?—Yes, generally speaking, I think; I cannot speak of anyone except myself.

42,025. Why did you not ask for it when you went to sign your own agreement?—I asked for it several times, and they said they would send it by post afterwards.

42,026. You said you did improvements worth 12*l.* a year?—Yes, and the neighbours say that it is worth more, but I do not care about that.

42,027. What would you consider 12*l.* a year worth cash down?—300*l.*

42,028. So that you consider you left 300*l.* behind you?—That Mrs. Phillips had gained as much as that through my improvements.

Mr. *Griffiths.*

42,029. You say you went to Mr. Browne for compensation. Did you bring a claim in writing for the improvements you made?—I asked him if he would be good enough to give me compensation, and I gave him a sort of a sketch of what I thought I ought to have.

42,030. What did he say?—He said I had signed the agreement, and that I could not get any.

42,031. Did he not also fail to fulfil the promise he had made in giving gates?—I did not get a single gate.

42,032. You referred to Mr. Phillips. He said he could not say what compensation was due. He admitted there was something due to you, did he not; you mean Mr. Phillips, Clungwyn?—Yes; Mrs. Phillips, Bolahaul, told me that she had left the matter in the hands of Mr. Phillips, Clungwyn; and then I went to Mr. Phillips, Clungwyn, to ask him if he would be good enough to come and see the improvements I had made, and he promised to come to see them provided he had the permission of Mrs. Phillips, Bolahaul, first, and this is the letter which I had from Mr. Phillips afterwards. [*Handing.*]

42,033. Was the farm sold?—Yes.

42,034. Did you have the first offer of the farm before it was sold?—No, it was sold by auction.

Mr. *Brynmor Jones.*

42,035. I have not had time to look over this agreement very carefully, but I think that you are a little mistaken as to your being barred from compensation under the Agricultural Holdings Act, 1883. What the agreement recites is this: "Whereas Benjamin Williams is the pre-"sent tenant from year to year of the farm, and "being desirous of leaving the same, has agreed "to give up possession without receiving com-"pensation from the landlord for so doing, "either under the Agricultural Holdings Act or "otherwise, in consideration of the landlord's "granting to the new tenant"—that is, to Evan Williams—"possession of the farm." All that that says is that Benjamin Williams shall have no claim for compensation. Why should Benjamin Williams have compensation, since you were paying him 80*l.*, which represented probably the value of his improvements. Why should Williams get compensation from the landlord if he got it from you?—Williams did not ask the landlord. I had not heard anything about it.

42,036. Then the agreement goes on to give you a tenancy from year to year, but it does not say that you are not to have compensation. How was it you did not give your notice under the Act of 1883, before you left the farm?—Because I did not understand the agreement. I was not a sufficient scholar.

42,037. I am not surprised at that. We unfortunately find a good many cases of that kind. I cannot find any clause which says that you are not to have compensation; but what I do find is this, that although you were only tenant from year to year, you covenanted to keep the premises in repair?—No; the place was not repaired when I entered.

42,038. You received no money to put the place in repair, nor was the place put in repair when you went there?—Only 7*l.* for the bills, which covered repairs in the house.

42,039. Did you ever agree with Mr. Browne to do the repairs?—No.

42,040. I mean before you signed this agreement?—No, I did not.

42,041. Did you not understand when you signed the agreement that you were bound to do the repairs?—No, I could not understand it; I was not a sufficiently good scholar.

42,042. Really what it comes to according to you, so far as I can make it out is, although you paid Benjamin Williams 80*l.*, which got rid of Benjamin Williams, your agreement was a worse agreement than what Benjamin Williams had with the landlord. Are you sure that Benjamin Williams had not an agreement under which he was bound to repair?—No, he had not. That is how he was able to rent the place to me because he had no agreement.

42,043. He did not rent the place to you. It was the landlord, Mr. Phillips, who rented the place to you?—Yes, but I made the agreement with Mr. Williams that I would give him 80*l.* if I should get it from Mr. Phillips.

Mr. *Brynmor Jones*—continued.

42,044. Have you the agreement which you made with Benjamin Williams?—I only received a receipt for the money.

42,045. What were you charged for this agreement?—I had nothing to pay.

42,046. You said: "I will pay if you give me a receipt"?—Yes, I had said that to him.

42,047. But you did not actually pay?—No, I did not. He said that he had a bill, but he did not give it to me when he heard I was ready to pay.

Mr. *Griffiths.*

42,048. Did he tell you what the amount of the bill was?—No, he did not.

Mr. *Brynmor Jones.*

We will keep this agreement, and consider it, Mr. Williams. It seems to me a somewhat unusual agreement.

Lord *Kenyon.*

42,049. Where does Mr. Browne live?—His office is at Carmarthen. I do not know where he lives.

Lord *Kenyon*—continued.

42,050. These are questions by Mr. Vincent. "I heard you mention the name of Mr. Gwynne "Hughes. Would you mind telling me what "you have to say about him?"—I have nothing to say against him.

42,051. "Do you agree now that there is no "evidence in the agreement, as you said there "was, that you paid your predecessor 80*l.* for "going away?"—Yes, I know that now.

42,052. "Was not the 80*l.* simply for his improvements?"—Whose improvements?

42,052A. Benjamin Williams'?—Williams did not say a word about improvements to me.

42,053. But was not the 80*l.* for Benjamin Williams' improvements?—I paid the 80*l.* to Benjamin Williams.

42,054. Was not that for Benjamin Williams' improvements?—No, for manure and seed and wheat and so on, and nothing else, only that he was to give me the right to have the place.

42,055. Mr. Vincent wishes you to know that he thinks it is a hard case to be sold up so soon?—I felt it to be a hard case at the time.

Adjourned.

FIFTY-FIRST DAY.

Town Hall, Carmarthen, Saturday, 21st April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN)

Lord KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERICK SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Chairman.

The list of witnesses to-day is so exceptionally heavy (and we are very glad to see so many persons willing to come forward and give evidence), that the Commissioners propose sitting in two different places. A list will be placed on the door of this chamber so that witnesses may see in which room their evidence will be taken.

Mr. JOHN THOMAS called and examined through an interpreter.

Chairman.

42,056. Where do you live?—Troedyrhiw, Llanfynydd—about 12 miles.

42,057. You are a tenant farmer?—Yes; I may state that I am also churchwarden of the parish for the fifth year, and that I am a member of the Llanegwad and Brechfa School Board as contributory from Llanfynydd.

42,058. Is this a statement of your evidence, and is it correct?—Yes.

The following statement of the witness was read:—

Evidence of JOHN THOMAS, tenant farmer, Troedyrhiw, Llanfynydd.

Llanfynydd is a parish in the lower division of the hundred of Cathinog, county of Carmarthen, situated about 8 miles (N.W.) from Llandilofawr, and about 12 miles (N.E.) from Carmarthen. The population in the year 1833 was 1,436; at present, according to the last census, the population is below 1,000. At a public meeting of the farmers of the parish and district held on the 4th of May 1893, it was unanimously resolved that a committee be at once formed for the purpose of preparing evidence to lay before the Commissioners. The said committee subsequently appointed two persons, viz., Messrs. John Thomas, Troedyrhiw, and John Jones, Brisken, to represent them and to tender evidence on their behalf before the Commissioners. See 42,764.

Nature of the Parish.—The greater part, *i.e.*, about two-thirds of the parish of Llanfynydd, belongs to Mr. Gerwyn Jones, of Pantglas, as landlord, and all the farms on the estate are yearly tenancies. Nearly all the farms are held under agreements, but no copies are allowed to the tenants. Farms are let on the estate from Michaelmas to Michaelmas, subject to 12 months' notice. The Agricultural Holdings Act is here practically a dead letter. To some extent the tenants are permitted to avail themselves of the provisions of the Ground Game Act. The agent on the Pantglas estate since the year 1878 is Mr. J. Watkins, bank manager, Llandovery. This gentleman, though able to speak Welsh, has no practical knowledge of farming, and consequently, in my opinion, is not a suitable or competent intermediary between the landlord and his tenants. The larger portion of the parish consists of mountain land, for the most part enclosed. The lower part, rather less than one-third of the whole, contains some good and productive soil. Nearly all this parish is difficult of access, and very inconvenient as regards railways. There are very few good roads here, which renders it extremely difficult and expensive to cart coal, lime, timber, manure, &c. All the coal is hauled at a great distance from the pit's mouth in order to save carriage. See 45,723–45,877.

Chairman—continued.

Rents.—There can be no doubt that the rents in this parish are too high. This is the universal complaint among the tenant farmers. I am sure that my testimony on this head would be confirmed by dozens, if not scores, of my fellow-tenants if they were not kept back by the fear of offending or displeasing the landlord and his agent. The sentiments, feelings, and circumstances of most of them are well known to me. In the year 1877, a general or all-round, advance was made in the rents on the Pantglas estate, and all the tenants had notice to quit. There was no official valuation to regulate this advance or increase in the rents. It is also customary on this estate to increase the rent when a farm changes hands. The incoming tenant has generally to pay more rent than the out-going tenant. This rule is only deviated from in the case of a special favourite. In many cases an increase has been made in the rent, as the result of the improvements made by the tenants themselves. When a tenant leaves a farm no compensation is paid to him for unexhausted improvements. This serious loss, together with the insecurity of tenure, deters the tenant farmer from investing his capital in the land to the extent that he otherwise would. The following is a list of some of the advances in rent:—

Name of Farm.	Rent previous to 1877.	1877.	Remarks as to Subsequent and Present Rent, &c.
Penlan - - -	£160	—	£200.
Troedyrhiw - -	£105	£120	At re-taking £124, with 5 acres taken away. Now £110, with warren taken away.
Pistyll South - -	1860, £81 1870, £124	—	£120; bad buildings. Rise on tenant's improvements.
Brynreglwys - -	1868, £30 1873, £35	1840 (planted £5 worth of land).	Tenant left at 1892. Refused farm on the estate, though one of the best farmers.
Penygoitre - -	£145	£160	£170 (to new tenant in 1881).
Marchoglwyn Fawr -	£32 in 1853 £38 in 1857 £40 in 1870	£55	£56 (new tenant 1888). Present rent £63.
Clawdd Owen - -	£32 in 1854 £40 in 1860	£45	In 1878 tenant sold up, leaving £200 in improvements on the farm. 1880, £85. 1881, £100 (after valuation).
Maesyrhaidd - -	£50 in 1844 £55 in 1860 £70 in 1865	£75	1883 (new tenant), £105. Lease offered to 1844 tenant, but refused. Son succeeded him. Advances all made on improvements by tenant. Farm is all enclosed mountain land.
Tir Ifan Ddu - -	£50	£52	£57 in 1884 (new tenant).

Chairman—continued.

Land-hunger and Consolidation.—There is a great land-hunger in this district, owing to the fact that the land is much too limited for the demand. During the last 40 or 50 years many farms have been consolidated, and many of the old farmhouses and peasant cottages have been allowed to fall to the ground.

I submit a list of farms which have been consolidated during the last 30 or 40 years:—

	A.	P.	Y.	
Gurnos - -	18	20	0	to Crachdy Isaf.
Esgar Carn - -	61	122	0	„ Beili Bedw.
Rhydygarn -	33	22	0	„ Caeglas.
Penrhiwfelin -	50	0	7	„ Penygoetre.
Ffynondyssil -	34	1	3	„ Gwain lliest.
Cwmcelli Ucha -	84	0	12	„ Troedyrhiw.
Ty'r Bwci - -	37	3	13	„ Brisken Ucha.
Maes Ifan Fach -	11	0	2	„ Maesyrhaidd.
Wern - -	80	2	13	„ Penfarch.
Godre Penbane -	44	1	17	„ Tir Eithin.
Galltyrhew - -	62	0	14	„ Penlan.
Ffynon Goll -	55	3	3	„ Pantglas (Park).
Castell Coch -	51	1	21	„ „ „
Nantygarn -	21	1	28	„ Blaen Nantygarn.
Maesyradw - -	51	3	32	„ Esgergryn-ddu.
Glan Grogan Fach -	27	2	8	„ Stanc y Wrach.
Llwynffynon -	31	1	29	„ Pantyffynon.
Dyffryn Common -	8	1	37	„ Brynreglwys.
Crachdy Uchaf -	6	1	24	„ Crachdy Ganol.
Pantyffynon Ucha -	4	0	0	„ Pantyffyn.
Hafod Forgan -	39	1	2	„ Bronglyn.
Cilganwr - -	63	3	13	„ Llety yn y gors.
Penlanfach - -	35	2	6	„ Pencaemawr.
Blaennantyrhiw -	27	2	0	„ Nantyrhiw.
Nantyrhiw - -	134	0	36	„ (Accdtn. land).
Cefngwyn - -	29	2	29	„ Whitlera.
Glan Grogan Fawr	42	3	4	„ Allt Uchaf.
„ „ Ganol	14	0	20	„ „ „
Waun Hir -	60	0	0	„ Abersannan.

Chairman—continued.

About 50 cottages and numerous small farmhouses have fallen besides. Thus the country is being gradually depopulated, and, in consequence, labourers have become scarce, and the price of labour is nearly double what it used to be 30 or 40 years ago.

Labour.—This scarcity of labourers and the consequent high wages render it difficult for the tenant to cultivate his land properly so as to make the best of it. Under these circumstances the tenant farmer has no alternative but to keep his children at home to work on the farm, thus depriving them of *education*, their most valuable possession and their most precious boon.

General Condition of Farmers.—For the tenant farmer to be able to pay his children any stated wages for work done is out of the question. It is as much as he can do to pay the rent when it becomes due, and to make both ends meet. There is here no union or mutual understanding among the farmers; on the other hand, whenever a farm becomes vacant, there is at once the keenest competition for it, and, as a rule, *it is given to the highest bidder.* To such an extreme pitch is this eager desire for a farm sometimes carried that a young farmer will recklessly take a farm at a rental so exorbitantly high that it is impossible for him or anyone else to pay for it. Very often a tenant farmer begins life without any capital, and has to borrow money at a high rate of interest. He is thus seriously handicapped at the very start, and may not be able to extricate himself fully for the remainder of his life. I know of many cases where the rent has been paid by borrowed money, year after year. I also know of cases where tenants have been compelled to sell their stock to their own disadvantage in order to find money for the rent.

Abatements.—The following abatements have been made on the Pantglas estate in recent years to tenants paying rents in full:—

In 1887 - -	5 per cent.
„ 1888 - -	do.
„ 1893 - -	10 per cent.

No notice was previously given to the tenants of the intended abatements.

Chairman—continued.

I only know of one case in my district where a permanent reduction has been made to a tenant by reason of trade depression or other cause, and that occurred during this last week.

Mr. *Brynmor Jones.*

42,059. Only one case?—Yes. I only know of one case.

(*Statement continued.*)

Religion and Politics.—Nearly *all* the farmers in my district are Nonconformists. The adherents of the Church of England are a very small fraction. The vast majority of the tenant farmers being Nonconformists in religion, it follows as a natural consequence that they are Liberals or Radicals in politics. The landlord and his agent are Churchmen and strong Conservatives. I know of instances where Churchmen have been prefered to Nonconformists as tenants. I also know of cases where Nonconformists have left, or have been asked to leave, the chapel for the Church, on being given a farm. It is of course difficult to prove these matters, but I submit the following instances:—When I took Troedyrhiw the landlord, the late Mr. John Jones, Blaenos, ex-M.P. for Carmarthenshire, made me promise to go to church, as I was leaving Cwmdu, my old home, and would not, therefore, find it so hard to leave the Independents. I go to church to this day. Pengoitre farm was recently given to a Churchman and a stranger, though Tom Howells, the son of Penlan—a farm on the same estate—and Mr. Faulkner, Myddynfych farm, Ammanford—one of the best farmers in the county—were applying. Another Churchman, the father of the Pengoitre tenant, lives at Whitlera. The tenant of the Grach Gelli Fach and the Factory tenant have gone over to the Church after marrying, though they were Nonconformists before. Although the tenant farmer has now the protection of the ballot at election time, still pressure, direct or indirect, is often brought to bear on the tenant to give his vote on the political side espoused by the landlord, or, what practically amounts to the same thing, the tenant is requested to stay at home on the polling day. At the last election this was done by Mr. Gerwyn Jones to myself, John Lewis, Pengoitre; Stephen Evans, Cwmcelly Fach; Wm. Morgan, Nantgwliw; and John Simpson, Cwm.

Personal case.—I became tenant of Troedyrhiw farm in September, 1880. Rent 124*l.* This was an increase of 4*l.* on the rent paid by the previous tenant. Five acres of the land were taken from me at the start for plantation, &c. Troedyrhiw farm is virtually two farms, joined together many years ago. Total acreage of the conjoint farms, 155 acres. In this figure (which is the figure on the rate-book) are included plantations and a large warren for the preservation of game in addition to the pasture land and fields under tillage. This rabbit warren was erected in March 1885. It occupies about nine acres of my land, passing through the middle of four fields,

Chairman—continued.

and depriving me of one entire field—the best and the most convenient for my use on the farm—within a radius of 100 yards of my farmyard. I had given to this field five cart-loads of lime before I thus lost it, for which I have never had a farthing by way of compensation. I made an agreement with my landlord and his agent to let them have seven acres for the purpose of the warren, for which they were to pay 9*l.* They broke this contract by taking a great deal more land than had been originally agreed upon. I at once pointed this out to the agent, and remonstrated with him for depriving me of the extra land which was now being enclosed for the warren. He promised to put matters right, but did not. I then went to Pantglas to have a personal interview with my landlord, but after waiting for him for four hours, he declined to see me. The work proceeded in spite of my objection, and I had no alternative but to put the matter in the hands of a solicitor. After receiving a letter from the solicitor, the landlord and his agent visited me, and now consented to pay me 14*l.* a year for the land thus taken. Prior to the setting up of this rabbit warren there was an ancient road (passing through the middle of the warren) from Llanfynydd village to Brechfa. This road had been used as a public thoroughfare from time immemorial. It now became necessary to close up this ancient road, and to substitute another for the convenience of the public. To carry this into effect a parish vestry was summoned, the object of which was stated to be 'to take into consideration a 'proposal for partial change in the direction of 'a road known by the name of Rhiwgoch, lead-'ing from the village of Llanfynydd to that of 'Brechfa.' This was done at what I do not hesitate to call a packed meeting of the landlord's tenants and dependents. Here the matter rested, and no new road has been made from that day to now. People have to make a random guess as to what direction to take over my fields—there is not even a pathway to guide the traveller. This means, as a matter of course, a serious loss and annoyance to me. It involves the breaking down of hedges, and trampling over pasture and corn land throughout the year. For this I do not blame the public, but the landlord and his agent, for not having carried out their promised undertaking to open up a new road instead of the old and well-known parish road. I wish to add here emphatically that all this was done without asking my consent, and without the slightest compensation. Up to September 1888, *i.e.*, for more than three years, I had to pay poor rate, highway rate, and land tax for the said warren (made for the sole benefit and pleasure of the landlord). I pay tithes for the same up to the present day; that is to say, the amount of tithe is the same since as before the making of the warren. No compensation was made or offered to me for damage done on the land during the construction of the warren. At Michaelmas 1885, that is, six months after the warren was put up, a notice to quit was served on me. That notice is

Chairman—continued.

still in my possession, and has never been revoked. Ever since this my landlord, when he comes to shoot with a party over Troedyrhiw, makes use of my house without asking for my consent or thanking me for its use. The beaters have their lunch in the kitchen; the landlord and his friends in the parlour. They walk in and out without taking any notice of me, and if I happen to meet my landlord in the passage of the house or elsewhere, he never takes upon himself to recognise me or address a single word o me.

42,060. Who is your landlord?—Mr. Gerwyn Jones, of Pant Glâs.

(*Statement continued.*)

The buildings on my farm are in a very unsatisfactory state. The dwelling-house and out-houses at Cwmcelly Ucha (the holding that has been consolidated with Troedyrhiw) have been in ruins for the last eight years. At Troedyrhiw the dwelling-house is fairly satisfactory, but there is no back kitchen, and the dairy is much too small. With respect to out-houses:—Stable much too small; can only accommodate three horses, whereas I need accommodation for five horses. The barn is too small; also the cart-house. The accommodation for cattle in winter much too limited, partly owing to the fact that the stables at the other farm (Cwmcelly Ucha) have been allowed to come down.

42,061. Is Mr. John Lewis in the room?—Yes.

42,062. Is Mr. John Lewis prepared to substantiate the case that you are coming to now, if called upon to do so?—Yes, my Lord.

See 45,737–45,756; 45,872–7.

The case of Penygoitre.—The above farm was taken by Mr. John Lewis in March 1881, possession being given on May 1st, at the yearly rental of 170*l.*, being an advance on the old rent of 10*l.* He had to pay the outgoing tenant the sum of 160*l.* *as goodwill*, a half-year's rent 60*l.*, together with 60*l.* odd for crops sown in land, on a valuation, bringing up the total paid for the said farm for the first year to 300*l.* The above amount was paid on an understanding that the same chance would be given him if he should happen to leave, by the agent Mr. Jonah Watkins, bank manager, Llandovery. During his tenancy Mr. Lewis greatly improved the condition of the farm, and paid over 250*l.* for manure, feeding stuffs, clover, &c. (as shown by the receipts); besides, he converted some 25 acres of arable land into excellent permanent pasture, emptied and cleaned some 20 acres or more, hitherto uncultivated, into arable land, thereby greatly improving the farm. On September 20th, 1892, he received notice to quit, and had to leave on September 29th, 1893. I may mention that through the long drought last year his crops failed, and stock being so very low in prices that the estimated loss to Mr. Lewis would be at least 500*l.* Besides, he received applications from several highly respectable persons for the farm (pending the landlord's acceptance), who were prepared to pay Mr.

Chairman—continued.

Lewis as much as 200*l.* for improvements made by him. He, in a straightforward manner, approached the agent, and laid the whole case before him in a fair and reasonable way, but to no avail. He (Mr. Lewis) also signified his willingness for the agent to appoint any competent man he might choose to come and see the farm if he did not believe him (he, the agent, not having seen the farm himself since he took possession); but he even refused that, giving most childish and foolish reasons for non-compliance with a most just offer. Mr. Lewis was also prepared to abide by what that valuer did, even if he said that the farm had not been improved during his tenancy. Eventually Mr. Lewis asked Mr. John Francis, Carmarthen, the most competent land valuer in Carmarthenshire, to go over the farm, which he did (see copy of this report), but all in vain; he had to leave without a fraction of compensation. The case is considered a very hard one in the neighbourhood, Mr. Lewis being looked upon as a man of most excellent character and a good farmer. A fact also worth mentioning is that the landlord never expended a penny on the holding during the tenancy, which extended over 12 years, except putting some flags on the floors of two kitchens when he came there. The only reason that can be given for the conduct of the landlord and agent in particular is that Mr. Lewis in 1886 left the Church of England and joined the Nonconformists in preference; from that day until he left the farm the agent, who is a Tory and Churchman, acted towards him in a most revengeful manner. During the bye-election in July 1889, when Mr. J. Lloyd-Morgan, M.P., contested West Carmarthen, his landlord, Mr. Gerwyn Jones, called on him and told him he knew he was a Radical, therefore he would expect him to refrain from recording his vote, which he did in obedience to his command.

42,063. Is this farm upon the same estate as the one upon which you farm?—Yes, my Lord.

I produce receipts and copy of surveyor's report. (*Handed in.*)

The acreage of Penygoitre is made up as follows:—

	Acres.	Roods.	Perches.	
Penygoitre -	109	3	12	Consolidated.
Penrhiwfelyn	50	0	7	
Rhydgaled -	3	0	39	

The case of Marchoglwyn Fawr.—The above farm was taken by Mr. Joshua Griffiths in the year 1853 at the yearly rental of 32*l.* In the year 1856 he received notice to quit, which was afterwards revoked, but he had to advance his rent to 38*l.*; in 1870 advanced to 40*l.*; in 1875 to 50*l.*; in 1876 to 55*l.*; eventually he had to leave in 1877.

42,064. Is Mr. Joshua Griffiths in the room?—No, he is dead.

42,065. Is there any member of the family in the room?—No, but we have the receipts, my Lord.

Chairman—continued.

42,066. There is no objection taken to this evidence?—(Mr. *Vincent.*) Not by me, my Lord. I am not concerned for this gentleman at all.

42,067. You are not interested in this case?—(Mr. *Vincent.*) No, my Lord

(*Statement continued.*)

When he took the farm he had to pay the out-going tenant for all improvements done, and farmyard manure, &c., but he had himself to leave without any compensation whatever, owing to an agreement which he had to sign during his tenancy. I may also add that the landlord expended nothing on the farm. The above advances in rent were entirely made on the tenant's own improvements; no reason can be given for such rapid advances in rent, but that the tenant took a prominent part in the agitation against paying Church rates. In 1878 the said farm was let to Mr. Henry Davies, the present tenant, at the yearly rental of 56*l.*

42,068. Is Mr. Henry Davies present?—No, my Lord, he is not.

In 1889 he received notice to quit; no reason whatever assigned, only that the tenant had refused to pay the tithes without protest on December 14th, 1889. He received a letter (dated 30th August 1892) from his landlord to the effect that his rent in future would be 65*l.*, he (the landlord) paying the tithe, which amount would be 2*l.* odd, and that if he did not agree to this rent he could give notice to quit. (*Letter produced.*) The above farm is enclosed mountain land, and comprises 80a. 2r. 8p., or thereabouts, situated in the upper division of Llanfynydd. The agreement has most stringent and arbitrary clauses, but the tenant has not got a copy of it, and is only allowed to see it at his landlord's house when he wants to. The landlord's name is James Richard Hughes, Johnstown, Carmarthen. I produce receipts for Marchoglwyn from 1852 to the present time, to prove these advances in rent. (*Receipts produced.*)

42,069. Do you wish to have this case of James Richard Hughes dealt with, Mr. Vincent.

(Mr. *Vincent.*) I think not, my Lord.

Mr. *Brynmor Jones.*

42,070. At whose instance have these papers concerning Maesyrhaidd been put in?—I put them in at the instance of Mr. David Davies, the tenant who died on the 9th of January. He told me on the Thursday before he died.

42,071. Do you know the facts relating to Mr. David Davies' case?—Yes, many of them.

42,072. You say that David Davies is now deceased?—Yes.

42,073. Is this Maesyrhaidd farm on the same estate of Mr. Gerwyn Jones?—Yes.

42,074. What year did David Davies go there?—He was brought up there, and his father before him.

Mr. *Brynmor Jones*—continued.

42,075. When did he become tenant?—I have not got that date. He lived about 40 years there.

42,076. On the farm?—Yes

42,077. When did he get notice to quit?—In 1883 he left the place.

42,078. What were the grievances of which he complained to you?—That he was shockingly oppressed.

42,079. In what way?—That the rent had gone up from 75*l.* to 100*l.*

42,080. Are you right about it being 1882, was it not 1892, because there is a letter here from David Davies dated December 1st, 1892, addressed to the landlord?—He had left for his daughter to come to the place in 1883.

42,081. And did he continue to live on the place from 1883 to 1892?—No, he had retired, and gone to live in the village with his wife at the time that that letter was written. During the period before that, he lived at Maesyrhaidd.

42,082. Did he get any compensation when he left for any of the improvements he had effected?—He had nothing.

42,083. Did he make any claim under the Act?—No.

42,084. Was the rent paid by his daughter the same as he had been paying, 100*l.*?—Three years after the daughter had come to live in the place the landlord reduced the rent by 15*l.* The letter from William Davies that I received says that.

42,085. Do you understand that this letter, a copy of which has been handed up, which is from David Davies to Mr. Gerwyn Jones, dated December 1st, 1892, was actually sent?—Yes, it was sent. That is a copy of it. It is the Welsh letter that should be read.

42,086. I am speaking of the letter which is in English?—Yes, I quite understand that, but I say that the Welsh letter ought to be read.

42,087. Is this a translation of the Welsh letter. I think it is the same as the Welsh letter?—It is the letter that he himself wrote that is the Welsh letter, in order that Mr. Oliver might send the English letter to Mr. Jones.

42,088. Mr. Oliver is a friend, I suppose, the Rev. Mr. Oliver, you mean?—Yes, he lives near.

42,089. I do not think we can very well take a letter written by this tenant to a friend of the family. The other letter was written by Mr. Oliver for David Davies, as I understand it?—Yes.

42,090. And sent to Mr. Gerwyn Jones?—Yes.

42,091. That letter can be taken, but I do not think we can take the Welsh one?—

42,092. The letter is as follows:—"Rock House, "Llanfynydd, December 1st, 1892.—Dear Sir, "May I venture very respectfully to approach "you by letter to lay before you in as few "words as I can the subject of the rent of "Maesyrhaidd farm? My apology and my "excuse for doing so is, that on account of my "very imperfect knowledge of the English

Mr. *Brynmor Jones*—continued.

"language, it was very difficult and indeed impossible for me to state the case as I ought to have done, when a short time ago I had the honour of calling on you personally at Pantglas. The object of that visit, as it is likewise of this letter, is to beg of you the favour of granting a reductionof the rent of Maesyrhaidd from what it is at present to 75*l.* yearly. I ask this favour on behalf of my daughter and son-in-law, simply aud solely on the ground that I consider conscientiously that the present rental is too high, and more than they can possibly pay in these bad times. I take the liberty of mentioning the figure 75*l.*, as it was my rent on the farm before it was raised as the result of the ignorant interference and the false misrepresentations of the agent or agents on the estate in those days. Had it not been for this most likely I should have remained there to this day. I venture to speak thus plainly, because I know, sir, that you, personally, wish at all times to deal kindly and justly and even generously with your tenants. Maesyrhaidd has been the homestead of my family for upwards of 100 years; my father and grandfather having lived there before me. I think you will admit that this fact is worthy of your favourable consideration. In my grandfather's time the rent was 40*l.* at first, and he was offered a lease on it at about 50*l.* before it was sold to Mr. Jones, Blaenos, your grandfather. The acreage is now exactly the same as then. Why has the rent gone up by leaps and bounds? The only reason I can give is that I and my ancestors paid more attention to cultivation and tillage than the majority of our neighbours. But is it right that we should be punished in a manner for this? I appeal to your sense of equity and fair play. If Maesyrhaidd is a good farm today, it is because of the labour and outlay put into it by myself and father before me. To my son-in-law and daughter, with their large family of little children, the burden of raising the rent as it is now is more than they can bear. If you cannot see your way to take compassion on them, they will have to seek deliverance elsewhere. My son-in-law was recently on a visit to a friend in Gloucestershire, and saw several good openings. I should be sorry myself to see him leaving the old place, but as things are at present what can he do? In conclusion, let me once more beg you to give this matter your kind and generous consideration. It will probably be the very last favour I shall ever ask at your hands. The sum and substance of my request is as follows: that the rents of Maesyrhaidd and Maes Ivan (part) stand for the future thus:—

	£	*s.*	*d.*
"Maesyrhaidd -	75	0	0
"Part Maes Ivan -	25	0	0
	100	0	0

"With many apologies for the length of my letter and with great and sincere respect, I

Mr. *Brynmor Jones*—continued.

"am, yours truly, David Davies." Was there any answer to that letter?—No. Mr. David Davies, when he gave me those letters, asked me to give his own Welsh letter to the Commissioners, and ask them to read it.

42,093–4. Yes, but I do not think we can take a letter written by one friend to another. The reason why we accept the letter which I have read is because it is a communication to Mr. Gerwyn Jones from a party concerned?—Yes, but it contains the instructions of a man who is dead, and I like to see that his wishes are properly carried out.

42,095. Who wrote this Welsh letter?—David Davies, Maesyrhaidd.

Chairman.

42,096. Does this letter confirm the letter that you have just heard read?—Yes, my Lord.

42,097. Then we will take it in as evidence?—I think Mr. Oliver is in Court now, and the writing is rather hard to understand in some places, so perhaps he would read it.

Mr. *Brynmor Jones.*

42,098. It may be that Mr. Oliver would read it and translate it.

(The Rev. *William Oliver*, M.A., Llanfynydd.) If I may be allowed to explain, my letter is based substantially upon this Welsh document, which is very illegible, and is very difficult to read. I will attempt it if you desire me to do so. My letter is based upon this Welsh document, it is not a literal translation.

Chairman.

42,099. Does the witness consider it of great importance that that letter should be read. We quite understand that it substantiates it and it is practically the same.

(The Rev. *William Oliver.*) The letter read in English contains the particulars from this Welsh letter.

Chairman.

42,100. If that is so, we need not take a translation of that letter.

(The *Interpreter.*) So far as I can understand, the importance the witness attaches to it is this, that he was asked by David Davies, a little before he died, to place it in your hands.

Mr. *Brynmor Jones.*

Then we will take it but we need not read it at present. (*The Welsh letter was handed in.*)

42,101. Your evidence is so clear in detail that I do not propose to ask you any questions upon the further cases. Formally we ought to have this, as a matter of fact the rent of Maesyrhaidd was not lowered?—It had been reduced by 15*l.*

42,102. Yes, but not to the 75*l.* required by that letter?—William Davies had it down to 85*l.*

42,102A. Quite so. Then the request contained in that letter was not complied with?—No.

Mr. *Brynmor Jones*—continued.

42,103. Did the son-in-law and the daughter leave the farm?—Twelve months after this time they went off to Huntley in Gloucestershire.

Mr. *Griffiths.*

42,104. May I ask you, are you a brother of Mr. Lleufer Thomas, the Secretary of this Commission?—Yes.

42,105. What is the acreage of your farm?—155 acres. It is so in the parish rate-book, but there are a lot of warrens and a lot of nurseries included.

42,106. What is the rent?—110*l.*

42,107. You say that the population of the parish has decreased very much, by some 436 people?—Yes.

42,108. What do you attribute that to?—Farms have been consolidated and the labourers' cottages have been allowed to go down.

42,109. Is there not so much labour used upon the farms now as formerly?—No.

42,110. Is it the custom on Mr. Gerwyn Jones' estate not to give a copy of the agreement?—I never heard that there is any copy given. When I took the farm my father-in-law asked Mr. Watkins for a copy of the agreement, but Mr. Watkins answered that he was accustomed to charge 15*s.* for an agreement, and that no one asked for an agreement.

42,111. Do you know of any that have suffered because they have not had an agreement?—No.

42,112. Do you consider that Mr. Watkins is not a competent valuer or agent?—He is a bank manager, and understands nothing of farming.

42,113. He has had no agricultural training, has he?—I do not know what he had in his early days, but he cannot have any now.

42,114. Does he often come to see you?—The only times I have ever seen him on the land are the times when he came to draw out the warren, and the time he came to settle with me afterwards.

42,115. Did he do that himself, or did he employ a surveyor?—No, only himself and a man named Smith, who was under him at Pantglas.

42,116. A good part of your farm is mountain land, is it not?—Yes, practically the highest land on it has only bare banks ("cloddiau moelion") for fences.

42,117. Are there roads there?—The parish road comes to the house, but you cannot take any manure from the house to the higher land.

42,118. Is it too hilly, or a bad road?—The highest land is very high, and there is a rock in the middle of the land, on the steep side of the hill.

42,119. Do you consider that the rents in the whole of this parish are too high?—That is my own feeling, and that is what all the neighbourhood says since 1877.

42,120. But they have not come forward as you have to express their minds?—They have come to me to ask me to say this, although they were not willing to come forward themselves to the Court. But I have told them to.

Mr. *Griffiths*—continued.

42,121. Why are they not willing?—They have too much fear.

42,122. In the year 1877 the times were good, were they not—the stock sold well?—I did not occupy a farm of my own then, but I remember the time.

42,123. Do you remember what the rents were upon the whole estate?—I remember hearing of it.

42,124. Where there is a change does the incoming tenant as a rule pay a higher rent than the one that is going out?—That is the rule.

42,125. Do you know of any instances where compensation is given for improvements?—No, I do not, with the result that there are hardly any improvements being made there now.

42,126. Why do not the tenants improve the farms?—They work hard, but they do not venture to pay any money out in that way.

42,127. Do you think it would pay to lay out more money if they had security of tenure?—I do not know about that, but the ill-treatment of David Davies, Maesyrhaidd, has spoilt the whole parish.

42,128. In what way has his case spoilt the whole parish?—The fact that he was one of the best farmers in the parish, and that they had raised his rent from 75*l.* to 100*l.*, and that they would have raised the rent still more if he had not left.

42,129. It frightened the rest of the tenants from making any more improvements on the farms?—It has created a want of confidence altogether.

42,130. There is land-hunger in your neighbourhood still, though the population has decreased?—Yes.

42,131. There are some parishes where the decrease in the population does not show itself in the same manner as in yours. Can you account for that?—It is a poor mountainous parish.

42,132. Have people the tendency to run to the best land?—Yes, and to the neighbourhood of the town and the works.

42,133. You told us just now that several farms had been consolidated. Is it the case in these other places such as Llansawel?—I do not know much about Llansawel. There are some farms at Llansawel that I know of which have been thrown together.

42,134. What do you say is the reason that they are so consolidated?—The only reason that I have heard is that the buildings have been allowed to get too bad, and that they are coming down.

42,135. Do you find it difficult to get sufficient labour to do the farm in your parish?—I am placed in a more advantageous position than most of the farmers, because I live near the village. There are a few that live near me.

42,136. Have you any children that are able to work?—They have to work as soon as they are able to do anything.

Mr. *Griffiths*—continued.

42,137. Are they regular in school?—They lose some days sometimes.

42,138. Are they obliged to work night and morning, before and after they go to school?—Yes, they have. It is only about 100 yards between our house and the school, so that they have to work a great deal night and morning, and dinner time too.

42,139. I do not mean in your own case particularly, but in the case of the parish that you represent?—Yes.

42,140. In what state of repair are your buildings; are they in pretty good repair?—I cannot complain of the roof, as much as there is of it there.

42,141. Who generally does the repairs?—The landlord.

42,142. You say in your statement "to such "an extreme pitch is this eager desire for a farm "sometimes carried, that a young farmer will "recklessly take a farm at a rental so exorbi-"tantly high, that it is impossible for him or "anyone else to pay for it." Do you mean to say that they are so greedy and anxious to take the farm, that they take the farm at any price?—They think so much of getting a farm near their parents, and their old home.

42,143. Do many of them take farms without capital?—They have not got any money, but they get their stock from their parents.

42,144. Do they borrow much money?—Well, it is very hard to say. That is the idea in getting a farm near their parents—in order to get help.

42,145. You say that the vast majority of the tenant farmers are Nonconformists?—Yes.

42,146. And that the landlords and agents are Churchmen and strong Conservatives?—The agent, at all events, is a Tory and a Churchman, but I have never seen the landlord in any place of worship, or at any religious service.

42,147. Do you think that although he does not go himself he is in favour of the tenants going to church?—That is a question I am not able to answer.

42,148. You say that you know of instances where some tenants have had to leave the chapel for the church?—We know of some in our district.

42,149. Can you mention any instances yourself?—You can see their names in the rate-book of the parish, but I do not like to name them. I can name myself, and leave all the others out.

42,150. Did you have to leave the chapel for the church?—Those were the conditions on which I had to take the place from Mr. Jones Blaenos.

42,151. Did he tell you that you must attend church? Tell me the words he used to you.—(*Witness handed in a letter.*) After I said who my family was and things of that sort, and that my mother's family had always been on the estate, he said, "Well, you will have the "place from me, but I want you to do one thing. "As you are changing your neighbourhood you

Mr. *Griffiths*—continued.

"should go to church,"—that these devilish chapels had turned him out of Parliament.

42,152. Did you promise to go?—Yes.

42,153. And you have been to church ever since, have you?—Yes.

42,154. Do your children go to church too?—Yes, all but one.

42,155. Tell us the honest truth. Are you still a Nonconformist at heart?—I prefer not to answer that question.

43,156. Who pays the rates and taxes upon these plantations that are planted?—The landlord pays the rates on that, and on the warren now, but I paid it for three years or three and a half years.

42,157. The rabbits have been doing you some damage, have they not?—They do it now.

42,158. Do you claim compensation?—No.

42,159. Why was not the new road made that you have spoken of?—I cannot say.

42,160. Have you any remedies to suggest for this state of things?—A court that the tenant could appeal to in any difficulty.

42,161. With regard to the rent of the farm?—Yes, and to settle any disputes.

42,162. Do you consider that tenants should be paid for all the improvements they make on their farms?—Yes, I do.

42,163. Do you think they would improve their farms and that they could produce far better crops than they do at present if they had that security?—I am certain of it.

Mr. *Seebohm.*

42,164. I have only one question to ask, and that is about the public road that passed through your farm; when was it closed?—This is the vestry book, which will show it [*producing same*].

42,165. I see it was in 1885. Was this matter taken before quarter sessions?—No.

42,166. Can a road be closed without the matter being taken before the quarter sessions?—I do not know that.

42,167. It probably is a case that the new parish council may take up when it is formed?—I daresay we have not heard the last of it yet.

Mr. *Grove.*

42,168. You say that the coal is hauled a great distance in order to save carriage. What distance?—15 or 16 miles of road.

Mr. *Seebohm.*

42,169. Just about this public road; do we understand it is a public thoroughfare or only a road through a farm?—Oh no; it connects us with Cardiganshire—40 miles.

Mr. *Grove.*

42,170. I think you have said that coal is hauled 15 or 16 miles?—15 or 16 miles.

42,171. How far out of that 16 miles would the railway be available?—The station is about six miles from the village.

42,172. Then that would be that they would haul the coal 10 miles on purpose to save the

Mr. *Grove*—continued.

railway rate?—No, we do not have it always from the same place. The Cross-hands pit is nearer us, but it is further if you have to go to Llandebie.

42,173. But do you mean this, that the railway companies charge so much that the farmers haul the coal in preference to going by the railway?—Yes.

42,174. As to the raising of rents at Maesyrhaidd, do you consider that those rents were advanced on the tenants' improvements?—David Davies himself told me so, and I know it.

42,175. Is there any farmers' club in your neighbourhood?—No.

42,176. Or agricultural association?—Nothing.

42,177. Why is there not more union amongst the farmers?—I do not know.

42,178. When abatements are made do they give notice of abatements?—No. One of the notices of rent I have put in my rent-book, which I have handed in; there is nothing there except the usual thing.

42,179. We have seen that; there is nothing mentioned there; but did you get an abatement of those rents for which those are the receipts?—Yes, in one of them I think, for certain.

42,180. Would not you wish to have had notice of that abatement?—No; that would not make any difference as far as we understand it there.

42,181. Then you would get all your money ready and go to the rent audit, and perhaps not want it all when you got there?—They are very merciful to us in receiving the rent; they receive it in two or three instalments.

42,182. I am very glad to hear that. Do you get any damage from the rabbits on the warren at Troedyrhiw?—No, I do not. The rabbits that come from the woods do more damage.

42,183. And you get an allowance of 14*l.* in the rent for that warren?—Yes.

Mr. *Griffiths.*

42,184. Do you and the farmers in your neighbourhood pay any attention to the breeding of stock cattle and sheep?—We do not in these bad times.

42,185. Did you do so in better times?—Yes, we used to look for a ram or a bull—fresh blood—when we had the money.

42,186. What kind of breed have you?—Black cattle there.

42,187. You have been from your youth a practical farmer, have you not?—Yes, on a farm of about 100*l.* a year on the Taliaris estate I was brought up—Cefn Hendre.

42,188. Your wife is also practical in farming, is she not?—Yes, she is a daughter of a large farmer, Mr. Harris, of Bailey Vicar, near Llansawel.

42,189. Has she been accustomed to farming?—She had the sole management of the dairy on a farm of her brother for three years before I married her.

42,190. But after all you cannot make things pay?—Well, we cannot pay these last few years.

Chairman.

42,191. We are much obliged to you for coming forward to give evidence?—I wish to thank you for hearing me and allowing me to state David Davies' case to you, and so fulfil my promise to a dying man. Re-examined 45,812.

The witness withdrew.

Chairman.

42,191A. Is there a representative in the room of Mr. Gerwyn Jones of Pantglas?

[*No response.*]

Mr. J. E. VINCENT recalled and further examined.

Chairman.

42,192. You represent the Landowners' Association?—Yes, my Lord.

42,193. Have you anything you want to hand in to the Commissioners?—Yes, my Lord, I hand in, for what it is worth, a table of abatements and reductions in rent, with some observations as to the history of rents, got in the following way. Shortly after the Commission was appointed, in, I think, February or March 1893, I sent out a series of questions, both to people who are members of my association and to people who are not, requesting them to fill up answers to those questions in their own hands or in the hands of their agents. In many of the cases, of course, I know the handwritings, and I have had opportunities of verifying them from cheques; in other cases I have not had those opportunities. The exact words used by each of the persons who answered, and by every one of the persons who answered in this county, are included in this return. I have the originals which were handed in, except in about three or four or perhaps a dozen cases, but in those cases the gentlemen wrote letters, which I have in my possession.

Chairman—continued.

42,194. Mr. Llewelyn Williams, are you willing to take this return in upon that statement?

Witness. I only hand it in for what it is worth. It is not evidence of course, strictly.

Mr. *Llewelyn Williams.* I am quite willing on that understanding.

Mr. *Brynmor Jones.*

42,195. We received similar tables in the other counties, I think?—Certainly.

[*The following return was handed in.*]

CARMARTHENSHIRE.

TABLE of ABATEMENTS and REDUCTION on RENT up to March 1893.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
George Baugh Allen, London.	Cilrhiw (in Carmarthenshire, 162 acres).	Abatements granted to agricultural tenants all round; 25th March 1880, 5 per cent.; 29th September 1885, 15 per cent.; 25th March 1886, 15 per cent.; 29th September 1886, 15 per cent.; 25th March 1887, 10 per cent.; 29th September 1887, 10 per cent.; 25th March 1888, 10 per cent.; 29th September 1888, 10 per cent.; 25th March 1889, 10 per cent.; 29th September 1891, 15 per cent.; 25th March 1892, 15 per cent.; 29th September 1892, 20 per cent.	No reductions - -	In 1876 there was a slight increase from 223*l.* 10*s.* to 275*l.* on expiration of a 30 years' lease, following on a 21 years' lease, there having been no increase for 50 years.
Rev. Canon Allen, Porthkerry, Barry.	In Pembroke and Carmarthen (750 acres).	I have made abatements varying from 4 to 7½ per cent. in bad years.	No; all are, to the best of my knowledge and belief, reasonably low.	About the year 1850 I raised the rent on the Carmarthenshire farms about 25 per cent. on the termination of old leases.
R. E. Arden, Burnham, Slough.	In Pembroke and Carmarthen (5,350 acres).	10 per cent. at Michaelmas 1888; 10 per cent. at Lady-day 1892 to Michaelmas 1893, both inclusive.	I have made no reductions since 1887.	No valuation has been made within the last 30 years.
Earl of Ashburnham, 30, Dover Street, W.	Pembrey and Llanddeussant (7,520 acres).	In 1886, 15 per cent. on one half-year's rent; in 1887-8, 15 per cent. on two half-year's rents; in 1889 on one half-year's rent; in 1892, 5 per cent. in January and 10 in July; in 1893, 10 per cent.	On the Pembrey estate rents have been reduced by about 14 per cent., but it is right to say that as some of these reductions were caused by the destruction of the land in consequence of the encroachment of the blowing sands from the seashore, the amount for the purposes of this investigation may be set at about 10½ per cent.	The Llanddeusant estates were re-valued about 20 years ago, and the rents considerably increased, but it has never been regarded as a highly rented property.
Edward H. Bath, Alltyferin, Carmarthen.	Alltyferin (1,300 acres).	Michaelmas 1879, 5 per cent.; Michaelmas 1885, 20 per cent.; Lady Day 1886, 10 per cent.; Michaelmas 1886, 10 per cent.; Lady Day 1887, 10 per cent.; Michaelmas 1887, 10 per cent.; Lady Day 1888, 5 per cent.; Michaelmas 1888, 5 per cent.; Michaelmas 1891, half-years' tithes; Lady Day 1892, 7½ per cent.; Michaelmas 1892, 10 per cent.; Lady Day 1893, 15 per cent.; Michaelmas 1893, 10 per cent.	No - - -	The estate was valued about 28 years ago, with the result of increasing the rental slightly.
His Honor Judge Bishop, Dolygarreg.	Doly-garreg (1,200 acres).	In the last year I have returned 10 per cent. to tenants.	I have not permanently reduced all the rents, but I have done so in two instances to a small amount.	The estate has not been revalued, nor have rents been raised during the last 50 years.
James Bevan-Bowen, Llwyngwair.	Llwyngwair (3,203 acres in Pembroke, Cardigan, and Carmarthen).	In 1885-6-7 and 8 I returned 10 per cent. to tenants, also in 1891, 5 per cent., and in 1892, 10 per cent.	- - -	I came into the estate in 1856 (37 years ago) and am not aware of any increase of rent during the preceding 12 years. There has been no increase since.
H. S. Carver, Blaencorse, St. Clears.	Blaencorse (500 acres).	10 per cent. - -	I have not reduced the rents since 1877.	The rent of one farm has been raised at the expiration of an old lease; previously the rent was merely nominal.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Earl of Cawdor, Stackpole.	Carmarthenshire (70,000 acres in Pembroke, Carmarthen, and Cardigan).	For three years from Lady Day 1886 to Lady Day 1888, allowances of 15 per cent. were made to the farm tenants. For one year from Lady Day 1891 the tithes have been allowed, being almost 7½ per cent. For the present year from Lady Day 1892 the tithes are again allowed, and an additional 10 per cent. out of the rents.	No permanent reductions of any consequence up to the present time. Now a few trifling reductions are proposed.	All the estates were valued about 30 years back, and the rents were increased by re-lettings about 5,000*l.* a year.
Major Colby, Ffynone.	Ffynone (10,000 acres in Pembroke and Carmarthen).	In 1886, 10 per cent. was allowed; in 1887, 10 per cent.; first half of 1888, 10 per cent.; second part of 1888, 5 per cent; last half of 1891, 10 per cent.; last half of 1892, 10 per cent.	The rents have been reduced in a few cases where farms were purchased with high rentals. The rental of the original estate has not been altered for several generations.	The estate has not been revalued.
Lord Dynevor, Dynevor Castle.	Dynevor Castle (7,000 acres).	10 per cent. on year's rent due 29th Sept. 1885. 10 per cent. on year's rent due 29th Sept. 1886. 10 per cent. on year's rent due 29th Sept. 1887. 10 per cent. on year's rent due 25th Mar. 1892. 15 per cent. on year's rent due 29th Sept. 1892.	£ £ A farm from 70 to 58 A farm from 68 to 52 A farm from 35 to 30 A farm from 45 to 38 A farm from 46 to 41 A farm from 82 to 80 A farm from 84 to 76 £430 to 375	The estate was re-valued in 1874, and the result was to increase receipts. Rents have been raised on re-lettings when they were extremely low let.
L. G. De Ferry, (jure uxoris,) Kilymaenllwyd.	Cilymaenllwyd (600 acres).	A percentage of 5 per cent. was returned to tenants at the two half-yearly rent audits in 1889; a percentage of 10 per cent. was returned to one particular tenant at the Michaelmas half-yearly audit in 1892.	There has been no permanent reductions of rents since 1877.	——
Erasmus Gower, Castle Malgwyn.	Carmarthenshire (2,360 acres, in Pembroke and Carmarthen).	1890, Lady Day, 5 per cent.; 1891, Lady Day, 5 per cent.; 1891, Michaelmas, 5 per cent.; 1892, Lady Day, 10 per cent.; 1892, Michaelmas, 5 per cent.	I succeeded in 1884, and have made reductions of 6 per cent. on two farms.	Rents have not been raised to my knowledge during the last 25 years, except on one farm held on a 21 years' lease expired in 1885.
Mrs. Gwyn, Dyffryn, Neath.	Blaensawdde (1,130 acres).	Amounts of 10 per cent., 15 per cent., and 20 per cent. have been remitted to individual tenants, leaseholders as well as yearly tenants. 10 per cent. all round was remitted at the last rent audit.	Many of the rents have been permanently reduced. During the last 12 years ending September 29th, 1892, the rental of the Carmarthenshire estate has been remitted about 10 per cent. all round.	The farm rents of the Carmarthenshire estate were raised 4*s.* in the £ (*i.e.*, 20 per cent.) by the late Mr. Howel Gwyn from Lady Day 1863 (30 years ago), 10 per cent. of which has now been permanently given back.
Col. Gwynne-Hughes, Glancothy, Nantgaredig.	Glancothy (800 acres).	In the years 1885 and 1886, 10 per cent. was granted; in the year 1887 7½ per cent. was granted.	No permanent reduction has been made except in one case.	There has been no valuation though the rents have almost all been the same for the last 40 years.
Edward Hopkins, Carreg-Cennen, Llandilo.	Carreg-Cennen.	I have allowed 10 per cent. and 20 per cent. respectively since 1885, but there has been an intervening period when abatement was not wanted or expected.	- - -	The estate has not been revalued during the last 50 years.
J. P. Howell, Cardigan.	Carmarthenshire, parish of Conwyl-Elfet (311 acres).	In 1887 on the two half-years of 10 per cent.; also in 1892, and also I think intermediately on two or three occasions.	I have reduced the rent of a small holding of house and fields from 12*l.* 10*s.* to 10*l.*	On one occasion I caused the estate to be re-valued; but the result was to leave it as it was, the rent neither increased or reduced.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Lt.-Col. W. P. Howell, Penrheol, Mydrym.	Carmarthenshire (462 acres).	I have not till lately, then occasionally.	No, because they have been rented low.	——
P. L. Hughes-Garbett, Island House, Laugharne.	Island House (650 acres).	At Lady Day 1893, 10 per cent.	No, except in one case to the extent of a few pounds only.	The estate has not been re-valued; the rents remain about the same as in 1810, and have not been materially raised, while other lands neighbouring and of no better quality have paid largely increasing rents during the same period.
R. E. Jennings, Gellideg, Kidwelly.	Macnamara estate and other lands (1,013 acres).	1885, 10 per cent.; 1886, 20 per cent.; 1887, 15 per cent.; 1888, 7½ per cent.; 1891, 10 per cent. (at Michaelmas only); 1892, 10 per cent.	Rents have not since 1877 been permanently reduced.	——
Mrs. Johnes, Lt.-Gen. Sir J. Hills-Johnes, K.C.B., V.C., and Lady Hills-Johnes, Dolaucothy.	Dolaucothy (3,613 acres in Carmarthen and Glamorgan).	Lady Day, 1882, 20 per cent.; Michaelmas 1882, 10 per cent. (to small tenants who pay once a year); Michaelmas, 1885, 20 per cent.; Lady Day 1886, 10 per cent.; Michaelmas 1886, 10 per cent.; Lady Day and Michaelmas 1887, 10 per cent.; Lady Day 1888, 10 per cent.; Lady Day 1892, 10 per cent.; Michaelmas 1892, 10 per cent.	Since 1877 rents reduced 155*l.* 13*s.*; rents increased 13*l.* 10*s.*; total reduction, 142*l.* 3*s.*	——
A. H. Jones, for Rev. D. S. Jones and Mrs. Jones.	Carmarthenshire (about 1,000 acres).	In 1887 and 1888 an abatement of 10 per cent.	Two farms reduced 10 per cent. permanently.	——
Mrs. Jones-Jones, Tibwrwen, Carmarthen.	Eim Lodge (1,805 acres in Carmarthen and Glamorgan).	For the years 1886 and 1887, 10 per cent.; the half-year ending Lady Day 1888, 10 per cent.; Lady Day 1892, 5 per cent.; Michaelmas, 1892, 10 per cent.	No permanent reductions in rent since 1877.	My estate has been valued twice; each time increasing my receipts.
Thomas Jones, Llandovery.	Carmarthenshire (965 acres).	I have this year allowed 10 per cent.	——	——
Capt. Jones-Parry, Tyllwyd, Newcastle-Emlyn.	Tyllwyd (500 acres in Carmarthen).	Constantly. I have returned from 5 to 10 per cent.	- - -	The estate was re-valued in 1874. In one case there was a decrease; in the others some were unaltered; the rent increased, varying from 5 per cent. to 2 per cent. The increase was almost nominal. The property had not been valued since 1818, or perhaps before that even. Very large sums had been laid out in buildings and improvements.
H. J. H. Lawrence, Waungron, Pembrokeshire.	Carmarthenshire (188 acres).	In 1892 I made an abatement of about 7½ per cent.	- - -	Within these last few years my farms have been re-valued, with the result of increasing the rent, but not up to the re-valuation.
Mrs. Lawrence, Middleton Hall.	Middleton Hall (2,256 acres).	1886, 12½ per cent. on farm rents, 10 per cent. on park land for half-year ending December 24, 1885; 1886, 7½ per cent. on farms; 1887, 5 per cent. on park lands for half-years ending June 24, 1886, December 24, 1886, June 24, 1887; 1888, December 24, 1887, June 24, 1888; 1889, 2¾ per cent. on farms, 2½ per cent. on park lands for half-year ending December 24, 1888; 1892, granted	Have reduced the rents of three farms by 40*l.*, 18*l.*, and 12*l.* respectively, and the rents of several divisions of the park by 66*l.* 10*s.* altogether making a total reduction of 136*l.* 10*s.* on the rent-roll. The landlord pays all outgoings on park lands, and does the fencing, and it is let as accommodation land.	The estate was re-valued by three different valuers about 1878 or 1879 on account of a Chancery suit. As a whole have not had the rents of the lowest valuation. Some rents were raised by the late owner.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Mrs. Lawrence, Middleton Hall—*cont.*		an abatement of 40*l.* to one tenant who was in arrear, and let him the farm afterwards afresh at a rent reduced by 40*l.*; 1893, 10 per cent. on farms, 5 per cent. on park lands for half-year ending December 24, 1892.		
Col. W. P. Llewellyn-Lewes, Llysnewydd, Llandyssil.	Llysnewydd and Grange (4,200 acres in Carmarthen and Cardigan).	My father, who died in 1890, granted abatements from 5 to 10 per cent. on several occasions. Last year I granted 5 per cent., and at the last audit for Michaelmas I granted 10 per cent.	In two or three cases -	The estate was re-valued in 1871 by a most competent estate agent; the rents were raised *slightly* in some instances, but the rents generally are the same now as they were in 1871.
Major C. Basset Lewis, Aberystwyth.	Cwmcloydach (785 acres).	I returned 5 per cent. in the years 1885, 1886, and 1887, and in some cases 10 per cent. in the year 1892.	Since the year 1877 I have permanently reduced my rents from 15 to 30 per cent., viz., farms reduced from 68*l.* to 48*l.* per annum; 62*l.* to 45*l.* per annum; 42*l.* to 32*l.* per annum; 70*l.* to 50*l.* per annum.	—
C. W. Mansel Lewis, Stradey Castle.	Stradey Castle (4 135 acres).	Abatements have been made this year, and since 1881 in three other years.	—	—
David Jones Lewis, Llwyncelyn, Llandovery.	Gilfach and Llwyncelyn.	Abatements of rent granted at the audits of January 19, 1886; July 22, 1886; January 26, 1887; January, 1888; July 22, 1892; January 18, 1893; on each occasion at the rate of 10 per cent.	Rents have been reduced in three cases, viz., from 33*l.* to 30*l.*, from 75*l.* to 60*l.*, and from 28*l.* to 24*l.*	About 25 years ago the estate was re-valued. In most cases the rent was raised. In one case nothing was added to the rent except that the tithe rentcharge, which had been formerly paid by the landlord, was then laid upon the tenant. The general result of the valuation was an increase in the rents. Previous to this, as far as can be gathered, no increase of rents had taken place for at least two generations.
John Lewis, Nantgwynne.	Nantgwynne (500 acres).	For the last half-year only I have allowed them 10 per cent., and that is the general amount given by the other landowners, except a few cases where farms are rented high more is allowed. I have not been asked for abatements until this half year's rent, which is entirely due to bad seasons and the loss of cattle and sheep.	—	—
Mrs. Lewis -	Clynfiew (4,870 acres in Pembroke, Cardigan, and Carmarthen).	10 per cent. was given on the rents payable Michaelmas 1885 and Michaelmas 1892. Reductions have frequently been made at other times during the interval in *individual cases.*	- - - -	The estate has not been re-valued for *purposes of rental*, but in the year 1888 a competent local valuer went over the whole property for the purpose of inspecting the state of repair and cultivation or re-arranging boundaries and re-adjusting values when necessary. The estate was at that time very *unequally* let, and the valuer advised a reduction in some cases and an increase in others. His recommendations were followed, but the rents were not raised to the figures mentioned by him in any one case, and in many cases no change was made at all. The net result of the valuation was a slight increase of the estate rental.

21 *April* 1894.] Mr. J. E. VINCENT. [*Continued.*

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Bishop of Llandaff, Llandaff.	Henllan and Grove (in Pembroke and Carmarthen, 3,500 acres).	In 1886, 1887, 1888, and 1892 I returned 10 per cent. I succeeded to the properties in the year 1886.	Since 1886 I have made reductions in eight instances on the Henllan estate, amounting to the annual sum of 115*l.* On the Grove estate reductions have been made in six instances, amounting to the annual sum of 120*l.*	The estates have not been re-valued for the last 50 years so far as I am aware. I have not raised the rent in any single instance since I became possessed of the estates.
Geo. W. B. D. Lloyd, Brunant, near Pumpsaint.	Brunant - -	The late Mr. Lloyd granted allowances on each half-year's rents to the amount of 5 per cent. for some years previous to his death in 1887, but I cannot say for how many years. Since then reductions have been granted at the same rate at various times, and at the last rent audit a reduction of 10 per cent. was given.	——	——
T. Lloyd-Barrow (for his wife, the owner of two-thirds of the Lloyd estate).	Lloyd (in Brecknock and Carmarthen, 4,457 acres).	20 per cent. in November 1892; and 10 per cent. for the audit now due promised.	——	——
Thos. Edward Lloyd, Coedmore, Cardigan.	Coedmore and Trewern (4,500 acres in Cardigan, Carmarthen, and Pembroke).	For the Coedmore estate, 5 per cent. was allowed at Lady Day 1886, Michaelmas 1886, Lady Day and Michaelmas 1887, Lady Day and Michaelmas, 1888, and Lady Day 1889; and for Michaelmas 1892, 10 per cent. (except where there were leases). For the Trewern estate 10 per cent. was allowed at Michaelmas 1885, Lady Day 1886, Michaelmas, 1886, Lady Day and Michaelmas 1887, Lady Day and Michaelmas 1888; 5 per cent. was allowed at Lady Day 1889, and 10 per cent. at Michaelmas 1892.	I have not made any very material reductions of rent.	——
Capt. Tudor Lloyd-Harries, Brynamlwg, Llandilo.	Maesllydan and Trawsnant (5,811 acres in Carmarthen and Brecon).	Michaelmas 1885, Lady Day 1886, Michaelmas, 1886, Lady Day 1887, Michaelmas 1887, Lady Day 1888, Lady Day 1892, Michaelmas 1892, 10 per cent. allowed.	In some cases rents are permanently reduced.	The estate was re-valued in 1877; the result was a small increase in some places, not amounting to 3 per cent. on the rental.
Mrs. E. F. Lloyd-Philipps, Aberglasney, Golden Grove.	Aberglasney (868 acres).	In 1892, 5 per cent. -	Since 1877 I have reduced the rent of almost every farm.	The estate was re-valued and rental increased some years since, but again reduced.
Misses E. & E. J. Mansel.	Maesteilo (1,000 or 1,100 acres).	When agricultural losses touched one's sympathy we have always been willing to listen to the tenants' appeal and make allowances, but in 1892 gave back 10 per cent. generally.	One farm has been reduced 25*l.* from 140*l.* per annum.	The estate has been re-valued, and in two farms only was there a slight increased rental.
E. W. Milner-Jones	Velindre (1,800 acres).	10 per cent. last half year.	——	——
Howard Spear Morgan, Tegfynydd.	Tegfynydd (1,923 acres in Carmarthen and Pembroke,	Since times have been depressed returns of 10 per cent. have been made.	No permanent reduction has been made except in some small holdings, the lands are all let at low rates.	——

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Herbert Peel, Taliaris, Llandilo.	Taliaris (3,000 acres).	10 per cent., half-year's rent due, Michaelmas 1885; 5 per cent., Michaelmas 1886; 5 per cent., Lady Day 1887; 5 per cent., Michaelmas 1887; 10 per cent., Michaelmas 1892.	Since I have come into this estate, which was in 1883, I have reduced the rents slightly in four cases, and have raised them slightly in three cases, thus reducing my rent-roll by 23*l.*	The rents were increased 10 per cent. in 1855. Since 1855 a few of the rents have been slightly raised in the changing of tenancy.
(Late) John Peel, Danyrallt, Llangadock.	Danyrallt (3,420 acres).	For the half-year ending Michaelmas 1885, an abatement of 20 per cent. For the two years ending Michaelmas 1887, of 10 per cent. For the half-year ending Lady Day 1888, of 10 per cent. For the half-year ending Michaelmas 1891, of 5 per cent. For one year ending Michaelmas 1892, of 15 per cent.	- - -	I purchased the bulk of these estates in the year 1881, and there has been no subsequent valuation for rental purposes. It is within my knowledge that there were several valuations of them made prior to my becoming the owner, but I have reason to know that these were made more for mortgage and sale purposes than for rental. In many cases the rents of farms were, on my becoming the owner, considerably lowered from the amounts alleged to have been previously paid.
Wm. Lewis-Philipps, Clyngwynne.	Clyngwynne (710 acres).	In 1887 and 1892 I gave a reduction of 5 per cent.	- - -	The property as a whole has not been re-valued within the last 50 years as far as I know. The rents of these farms have been raised. Warnfawr, in consequence of extensive drainage. Penenwe, new purchase, afterwards drained. Waunfach, re-valued by tenant and rented at his own valuation.
Edward Schaw Protheroe, Dolwilym, Hebron.	Dol-wilym (about 1,600 acres).	Abatements have been made in bad years—1882, 1885, 1886, 1887, and 1888—to about 5 or 6 per cent. In 1892 the tithe rentcharge was remitted on a part of the estate for the year and on the remainder for the half-year.	In 1882 I reduced the rent of the largest farm 10 per cent., having granted lease of 21 years not long before. No addition was made to rent when lease fell in.	The history of this small property is shortly this: in my grandfather's time farms were held on leases of three lives; these fell in in my mother's time, who succeeded in 1841, and the farms were then re-valued. I succeeded in 1872. The only lease of lives fell in soon after, and that farm was then re-valued. I have since reduced it by 10 per cent.
A. P. Saunders-Davies, Pentre, Boncath.	Pentre (6,700 acres in Pembroke, Cardigan, and Carmarthen).	- - -	- - -	The Pentre old estate was valued about 30 years ago. Some of the farms were increased in rental and some reduced. The Pentre Celwindeg estate was bought in 1884, and the rents have remained the same with the addition of the tithe.
David E. Stephens, Traws-mawr, Carmarthen.	Part of Tra Usmawr	Abatements of 10 per cent. were allowed on rentals of farms at several audits about 1885 and 1886. In some cases larger reductions were made.	——	——
Sir E. A. A. K. Cowell-Stepney, Llanelly.	Stepney (12,000 acres, chiefly in Carmarthen).	For three years, 1886-7-8, remitted 10 per cent.	Since 1877 we have not reduced our rents permanently, but they have not been raised for 50 years.	It has been re-valued, but whether for the purposes of rental I do not know. Rents have been undisturbed on an average for about 50 years.

Name and Address of Landowner.	Estate.	Abatement.	Reductions.	Observations as to the History of Rents.
John Crow Richardson, Glanbrydan Park, Manordilo.	Glanbrydan (1,200 acres).	1885, 1886, 1887, 10 per cent. on each year to Michaelmas; 1888, 10 per cent. on half-year to Michaelmas; 1889, 5 per cent. on half-year to Michaelmas; 1892, 10 per cent. on one year to Michaelmas.	- - -	If at any time a tenant thinks his rent too high and tells me so, I give him the opportunity of having the farm valued by a competent assessor on the understanding that the annual value he may consider fair shall be the future rent, and in cases where this has been done the result has been in my favour.
Mrs. Saunders, Court Henry, Golden Grove.	Court Henry -	No abatement required -	- - -	The property was bought about 25 years ago. The tenants remained on at the same rents, and, from enquiries made, the rents were the same quite 20 years previously.
David Thomas, Mile End, Llandovery.	Carmarthenshire (320 acres).	Last Michaelmas rent I gave all my tenants an abatement of 10 per cent.; and at last Lady Day rent audit an abatement of 15 per cent. was given.	In 1881 I made a permanent reduction of 20 per cent. to my tenant at Berthllwyd, and he had 10 per cent. last Michaelmas out of that reduced rent.	——
David W. J. Thomas, Ely Cottage, Brecon.	Henllys (1,038 acres).	10 per cent. allowed at present, and in the depression in the years 1886, 1887, and 1888 the same was allowed.	- - -	In 1863 the estate was revalued by my father when the rents were raised. Four valuers were employed at great expense. Each valued *separately*, and the *average* of the four valuations was adopted as the basis of the increase.
John Thomas, Moreb, Llandilo.	Tycanol (198 acres).	- - -	Have let the land at a reduction from 140*l.* per annum to 120*l.*, and again to 105*l.* 10*s.* for three years from September 29, 1891.	——
John Lewes Thomas, Caeglâs, Llandilo.	Caeglâs (1,800 acres).	Returned 10 per cent. on last half-year's rent due Michaelmas day last.	——	——
Rhys Goring Thomas, Plas Llannon, Llanelly.	Gellywernen (1,000 acres).	I have occasionally made a reduction of 10 per cent., but in no case permanent.	Gellywernen farm was reduced by 30*l.* in the year 1880. It was formerly 210*l.*, now 180*l.*	——

Mr. *Grove.*

42,196. When we have had time to examine these you will be able perhaps at London or some place to give us further information if we require it?—Certainly. All my papers are always at your disposal, and I am afraid I am always at your disposal too.

Mr. *Grove*—continued.

The witness withdrew.

Mr. BENJAMIN MADDY recalled and further examined.

Chairman.

42,197. You are a rabbit-catcher?—Yes.

42,198. And you live at Graig, Penllyne, Cowbridge?—Yes.

See 26,181. 42,199. You gave evidence in Cardiff on November the 4th, 1893, before the Commission?—Yes.

See 36,029, and further rebuttal at Qu. 50,724–50,805. 42,200. And that evidence was rebutted by Mr. Bassett, master of hounds, on the 17th of March 1894, at Chepstow. Why do you wish to come and appear before the Commission again?—The reason is this. Through giving evidence, at Cardiff, and Mr. Bassett rebutting my evidence I have been stopped from employment through Mr. Bassett and others ever since that time. I was regularly employed for several years before as rabbit-catcher, and since that, I think it was about the 5th November that I gave evidence, I have only had 10 days employment where I had been continually rabbit-catching for several years—six or seven—before that.

Chairman—continued.

Chairman—continued.

42,201. Since you gave evidence you have only been employed for how many times?—About 10 days altogether.

42,202. About 10 days altogether?—Altogether.

42,203. How many days a week were you generally employed before you gave evidence?—Full time.

42,204. Four days a week?—When I could go I had always plenty of employment the full time—six days a week.

42,205. You were generally employed six days a week up to the time of giving evidence?—Up to the time I gave evidence.

42,206. And you have only been employed 10 days since that time?—Altogether 10 days since that time.

42,207. Have you got your evidence written down?—Not entirely. I have part of it written down.

42,208. Just give us your evidence as closely as you can; do not go into old stories, but just tell us exactly what the state of affairs is now?—I gave evidence before the Commissioners at their sitting in Cardiff; I have been a rabbit-catcher since the Ground Game Act was passed, and was employed very widely throughout the district to catch rabbits for the farmers and gentry. After I gave evidence at Cardiff I was stopped from catching at most of the places where I had been formerly employed. The farmers said that they were afraid to put me on because of their landlords on account of my giving evidence. I was engaged to catch rabbits by Mr. Watts of Tydraw, a farmer in the neighbourhood. This was after I gave evidence, and some days afterwards I went. On the first morning of my going there I met the keeper of Mr. Bassett of Crossways, near Cowbridge.

42,209. What was his name?—Groom, Alfred Groom, I believe, and he told me that Mr. Bassett had sent him to ask Mr. Watts not to employ me, and that Mr. Bassett would give Mr. Watts' sons a day's sport if he would not employ me.

42,210. The keeper told you, Alfred Groom, told you that himself?—He told me personally. Two of Mr. Watts' sons heard this conversation. Mr. Watts refused to obey Mr. Bassett's request, and Mr. Bassett did not invite Mr. Watts' sons to the day's sport whilst inviting the sons of the other farmers in the neighbourhood. Mr. Watts' sons told me this. I should like to add a little to this if you will allow me. They even shot over covers belonging to Mr. Watts' farm; brought other farmers and their sons for a day's sport, and shot even over part of Mr. Watts' farm, the woods belonging to his farm, and never invited Mr. Watts' himself or his sons because of employing me, for only four days I was there. I was asked by Mr. Loughor of Tregough to come to his farm to catch rabbits. Before I went I met Mr. Loughor, and he told me that he had received a letter from Mr. Bassett, who requested him not to employ Ben Maddy. Mr. Loughor said that he was very sorry, but he must ask me not to go to the farm, as having received the letter from Mr. Bassett he did not like to offend him.

See 50,764.

Chairman—continued.

42,211. Is Mr. Loughor a tenant of Mr. Bassett's?—No, but he rents the shooting. He has the privilege, I believe, to rent the shooting over his farm and covers that he has got belonging to the farm; he rents the shooting from Mr. Bassett.

42,212. Mr. Bassett pays him for the shooting?—Mr. Bassett pays him for the shooting, and he has two keepers on the ground preserving game and foxes.

42,213. Can that letter be produced?—I beg pardon.

42,214. Can you get that letter?—I have failed to get it so far. I asked Mr. Loughor on Tuesday last, and he told me and four who were in the company that Mr. Bassett had stopped him. I asked him just like this, "Mr. Loughor, "did Mr. Bassett or yourself stop me from going "to catch rabbits there after you had engaged "me"? He said, "Mr. Bassett stopped you. I should only be too pleased," he said, "but since "that Mr. Bassett sends any amount; as much "as I want.'

42,215. You have not got that letter?—I have not got that letter. Mr. Loughor has that letter.

42,216. Now, will you go on?—I did not go to the farm, therefore Mr. Loughor will state this, and has repeatedly made the statement to other persons, amongst others to Mr. John Williams of Glossop Terrace, Cardiff. In consequence of these and other interferences of Mr. Bassett to prevent me from getting employment, I spoke to Mr. Bassett on the matter, and told him that I should go to Carmarthen, and complain to the Commissioners when they met there, and hoped that he would be there to meet me. He replied, "Oh, very well, but mind get your expenses paid." This was on the 20th of March, Cowbridge Fair Day. I think it was on the 20th of March. On Thursday the 5th of April I received the following letter from Mr. Bassett, "Crossways, Cowbridge, S. Wales, "Wednesday.—Maddy, If you are out of a job "now I can give you one, if you will call here "on Saturday next, 7th, about 10 o'clock. I "shall be glad to see you. T. Bassett."

42,217. Have you got that letter?—Yes.

42,218. Will you put that letter in? [*The original was handed in.*] I went to see him on the Saturday, and he asked me if I would go and catch rabbits at a farm called Coed-hill, as there were hundreds, as he said, come there during the past week. He then put a sovereign into my hand for my trouble in coming to see him—the distance between his house and mine being less than two miles. I said I would go and see the farm, but when I did go I could find not sufficient indications of rabbits there as would pay me for catching them, and I wrote to Mr. Bassett to that effect. I have a copy of the letter here if you wish to see it. (*Handing copy of letter.*)

42,219. This is the letter, "Craig Penllyne, "April 9th, 1894. R. T. Bassett, Esq.—Sir, I

Chairman—continued.

" have been to Coed-hills, and I don't see that " there is many rabbits there to do damage, and " I think it would be waste of time for me to " go, as I am busy at present. I shall be pleased " at any time to oblige you if wanted. I remain, " your obedient servant, B. Maddy." Now, will you go on?—The farm of Coed-hill joins the farms of Mr. Loughor and Mr. Watts on both——

42,220. Have you read this, "He has made me no other offer since then?"—No, I had missed that out. He has made me no offer since then. The farm of Coed-hill joins the farms of Mr. Loughor and Mr. Watts on both of which Mr. Bassett had tried to prevent me from getting employment, and on one of which he did prevent me. On January the 31st I received a letter from D. W. Davies, Esq., J.P., of Maes-y-ffrwd, Ton-y-pandy of which the following is a copy: " To Ben Maddy.—Mr. Williams and myself " accept your terms for catching the rabbits on " Llansannor estate. If possible, should like " you to start Thursday. Have sent a letter " by Mr. Morgan to Hill informing him, and " also keep the account of the number killed. " Yours, &c., D. W. Davies." Mr. Davies and Mr. Williams took the shooting over Llansannor estate from Mr. Alexander. I do not know his agent, but he rented the shooting of Sir Joseph Spearman. He had been acting as auctioneer, selling part of the estate. He rented the shooting of Sir Joseph Spearman, and sub-letted it to Mr. Alexander of Cardiff. Mr. Williams took the shooting over Llansannor estate from Mr. Alexander, the agent of the estate, who, I believe, rented it from his principal. Messrs. Davies and Williams paid Mr. Alexander 130*l.* for the shooting from November the 14th to the 1st of the coming May. I do not know what rent Mr. Alexander paid his principal. As there was so much bother about the rabbits, Messrs. Davies and Williams resolved to give it up. At the time I went there to catch the rabbits, I offered them 50*l.* for the right to catch the rabbits, but I was stopped from having it by the agent, Mr. Alexander.

42,221. How do you prove that?—Well, I will prove it later on. It is coming a little bit before the other, but I shall be able to prove it to you as I go on. And at last Messrs. Davies and Williams were constrained to abandon the whole affair to the agent, Mr. Alexander, to whom they had paid 130*l.*, for the sum of 5*l.*

42,222. What do you mean by that. I do not quite understand that?—It is like this. I will explain it to you. They took the shooting on the 14th November, and on the 20th March they gave it up; they were forced to; they employed me. I offered them 50*l.* for it from the 1st February to the 1st May. When I went there I was only there three or four or five days. I cannot exactly say, till I was stopped. Through that the rabbits burrowed in the ground, and they could not get shooting, and they employed me to catch them, and through the bother with the keepers and Mr. Alexander they gave up

Chairman—continued.

the place for the paltry sum of 5*l.* after giving 130*l.* for the shooting from November to May. They gave it up for 5*l.*, and through my being stopped I could not be employed on the place. On the Wednesday or Thursday following the receipt of the letter by me from Mr. Davies, I went to the Llansannor estate, and commenced to catch the rabbits. On the very first day I was ordered to leave by the keeper in the employ of Mr. Alexander, the agent.

42,223. Do you know what his name was?—Hill his name is. And on the next day and the two or three succeeding days I was peremptorily ordered off by the keeper, because I had given evidence. The keeper told me that he was obeying the orders of Mr. Alexander. Of course I refused to leave as I had been employed by Mr. Davies. On the fourth or fifth day of my being there I received a telegram from Mr. Davies asking me to leave as Mr. Alexander would not have me to catch rabbits on the estate.

42,224. Have you got that telegram?—No, I have lost it. I did have it, but I did not think anything more of it at the time, so I did not keep it.

42,225. I want to ask you one question before you go any further. Was there in the telegram any reason given?—Nothing. I had a letter following it.

42,226. But in the telegram there was nothing?—The telegram came as this:—" Maddy stop catching for the present," with the initials of the sender. That was all that was on the telegram. Shortly after the keeper came and told me to leave, and said that if I would not go, he had Mr. Alexander's order to fetch a policeman and eject me off the place.

42,227. Was that Hill?—Hill told me that. I then left on the same day, but later I received a letter from Mr. Davies, of which the following is a copy. This is the original (*producing same*):—" Maes-y-ffrwd, Ton-y-pandy, February " 6th, 1894.—To Ben Maddy. I have this " morning received a letter from Mr. D. T. " Alexander, and on the other side I send you a " copy of it, and under the circumstances I " think you had better stop killing rabbits at " once as I do not wish to have any unpleasant- " ness with him, although I very much doubt " his power in the matter. Yours truly, D. W. " Davies."

42,228. That is quite right. You have handed in the letter?—Then the enclosed letter is this—" 5, High Street, Cardiff——"

42,229. That is handed in too: you have handed in both these letters?—Yes. " Dear Sir, " Hill has just come in to see me from Llan- " sannor, and he informed me that Ben Maddy " is on the ground killing the rabbits, and that " he declined to leave the premises. I have " consequently instructed him to return and to " go into Cowbridge to-morrow morning, and " to take out a summons against Maddy for " trespass. I do not know whether or not you " are a party to what he is doing, and if so, I " would point out to you that you are rendering

Chairman—continued.

" yourself liable to a very serious charge, and " would advise you at once telegraphing instruc- " tions to Maddy to desist. Please do not fail " to give this matter your immediate attention, " otherwise the consequences may be very " serious. Yours faithfully, D. T. Alexander." Hill is Mr. Alexander's gamekeeper, who ordered me so repeatedly to leave, and Mr. Alexander gave evidence at Cowbridge respecting the manorial rights of Lord Bute. I had been employed on the farms of the Penllyne estate——

42,230. Whose is the Penllyne estate?—Captain Homfray is the landlord—for many years catching rabbits. But after giving evidence at Cardiff I was instantly stopped. The first time I went to where I had gone regularly before that, the farmer told me he could not employ me. The tenant farmers informed me that they could not put me on because they should offend the landlord, Mr. Humphreys (who is Mr. Bassett's nephew), because I had been giving evidence before the Commissioners. This is the general reply I have at all or nearly all the farms where I used to be constantly employed. The tenants say they are afraid to employ me lest they should offend their landlords.

42,231. I want to ask you one question. You say " The farmers informed me they could not " put me on because they should offend the " landlord, Mr. Homfray, who is Mr. Bassett's " nephew." Can you give the names of any of the farmers who told you that?—Yes, in the first place there was Thomas Radcliffe of Great House Farm, in the parish of Penllyne, the first man I went to after I had been giving evidence, where I had been catching for at least 20 years regularly, only barring my giving a few days ferreting to some outsider. I was the regular catcher.

See 50,753.

42,232. What was the rate of pay that you received when you were put on to catch rabbits for the different landlords or farmers?—Well, it is like this, as I could agree with the farmers generally; I generally got 4*s.* a dozen, and in other cases I have done it, whether I broke the law or not, I have caught on shares; I have given so much for a week's catching on some occasions as I could agree with the farmer; 4*s.* a dozen is my general rule for catching rabbits.

42,233. They gave you 4*s.* for catching a dozen rabbits and the rabbits to be left behind?—The farmers to have the rabbits, and I have caught for their giving me half the rabbits for my catching.

42,234. Are you generally paid before you catch the rabbits or after?—After, because then I would hardly know how many dozens I would get.

42,235. Then what was the reason in your mind that Mr. Bassett gave you a sovereign before you had caught any rabbits?—Well, I do not know, but it is like this: I have been around there now since the Ground Game Act came into force in 1881, I believe, and I have never had an offer of work or a sovereign so cheap as that. I told Mr. Bassett on March

Chairman—continued.

Fair Day, at Cowbridge, that I was going to give evidence against him at Carmarthen, and I received the letter on the Thursday week after, I believe. I thought it was something to tempt me from not coming to give evidence before your Lordship and the Commission.

42,236. If you had caught any rabbits would you have taken that sovereign as part payment of the rabbits that you caught?—Oh no. The sovereign was given me for my trouble to go and see him that day; that is what he told me.

42,237. That sovereign was given to you——? For the trouble of going to see him that day; that he told me.

42,238. That sovereign was given to you as a present for the trouble of going to see him a distance of two miles?—Yes. I have a letter here. It is the authority I had from Mr. D. W. Davies, J.P., for the right of going to the Llansannor estates to catch his rabbits. I omitted to bring it out in the first instance (*The original was handed in.*)

42,239. I will read the letter. " Maes-y-ffrwd, " Ton-y-pandy, Glam. January 30th, 1894. " To Ben Maddy, Mr. Williams and myself accept " your terms for catching the rabbits on Llan- " sannor estate, if possible should like you to " start Thursday, have sent a letter by Mr. " Morgan to Hill informing him, and also to " keep the account of the number killed. Yours " &c., D. W. Davies"?—I should just like to state to your Lordship that I saw Mr. D. W. Davies yesterday week at Ton-y-pandy at Maes-y-ffrwd, his residence. He told me that they were forced to give up the shooting for this sum of 5*l.*, and I thought perhaps, being as they would give it up, that Mr. Alexander of Cardiff would rent it from them on to the 1st of May. I went to Cardiff on the Saturday and went to Mr. Alexander's office and I saw him and I stated to him what the conversation had been between me and Mr. D. W. Davies, and I asked him if he had the rabbits to rent for the short period from then to the 1st of May. He said no, he intended letting them with the house, if possible, that is on the ground, and he says, " For who do you want to rent them?". I said, " For Ben Maddy the rabbit-catcher of Penllyne." He said, " That is all settled; he shan't have them at any price." That was on Saturday week to-day.

Mr. *Grove.*

42,240. Which Mr. Alexander was that?—D. T. Alexander of Cardiff. [*The Commissioners conferred.*]

Chairman.

42,241. The Commissioners having heard your statements will consider them carefully and will if on consideration your allegations seem to present a *primâ facie* case, lay the matter before the Public Prosecutor?—Thank you, my Lord. There are a few instances, if you will allow me time, about the danger of keepers. Now, I am continually insulted by keepers, and I should

Chairman—continued.

think there is a great want of improvement in the Ground Game Act.

42,242. I do not think you need go into insults of keepers?—Well, my Lord, there is no chance for me as a rabbit catcher with the tenant farmers in any way to catch the rabbits where they are in such numerous quantities; the law does not allow you to put traps above ground. One man cannot catch them all with long nets because there is not another man allowed to go with him; the keepers are so jealous of men like me, a rabbit-catcher, that they will invent any lie to get a prosecution.

42,243. You had better leave your evidence as it is, I think?—It is hard lines on me. I do not believe that I will try to catch any more if I can get a living in any other way because of that. I have been persecuted wilfully through lies of keepers, being as I could not have anybody with me as a witness on the ground.

Mr. *Brynmor Jones.*

42,244. Is this statement which we have in your handwriting?—Not in my handwriting. I have a letter there which I wrote to Mr. Bassett as I was coming here to-day before your Lordship and the Commission. [*Handing in letter.*]

Chairman.

42,245. Will you sign the statement which you yourself read to us. Put on it—"I certify this statement to be correct, Ben Maddy." [*The witness did so.*] This letter has not been read—"Graig, Penllyne, April 19th, 1894. R. T. "Bassett, Esq.—Sir, a line to inform you that I "am going to Carmarthen on Saturday to give "evidence against you, and to clear myself as "you said that I had told an untruth at Cardiff "before when I told the truth, so I think that "it is only fair for me to clear myself. I remain, "your obedient servant, B. Maddy."

The *Assistant Secretary.*

A telegram has been handed in to me by Mr. Vincent who has received it from Mr. Bassett.

Chairman.

42,246. "The Secretary of the Welsh Land "Commission from Mr. Bassett. Only heard "this morning that Maddy gives evidence to-"day. If I am asked please say I am in London, "Bassett." That last letter of Maddy's is dated the 19th April?—Yes, on Thursday I wrote that letter.

The witness withdrew.

Mr. DAVID LONG PRICE re-called and further examined.

Chairman.

Examination continued from Qu. 40,975.

42,247. You live at Talley, and you are a solicitor and a land agent, steward of the Crown (copyhold) manor of Talley, county treasurer for Carmarthenshire, and clerk to justices, and that you also own and farm some land of your own?—Yes, my Lord.

42,248. What estates do you represent?—Only the Tanrallt estate at present for this purpose.

42,249. Belonging to whom?—Mr. St. Vincent Peel, but I have been asked to give evidence as to the Edwinsford estates which were formerly under my management.

42,250. I understand you mean to confine yourself entirely to the evidence before the time that Mr. Drummond came in as agent?—That is so, excepting where I may mention some little incidents that have come to my knowledge since, which I will specify.

42,251. Whose evidence do you particularly wish to rebut?—Would your Lordship allow me to take that first of all?

42,252. Yes; who was it that spoke to that estate?—I have been asked to give some explanation as to the evidence of John Jones, tenant farmer, Penlan, Llansawel. I think it will be more convenient if you will allow me to read my own evidence in chief first. It will come before the Commission in a more intelligible form.

42,253. Very well. Then you will give your own evidence about the Edwinsford estate first. You will take Sir James Drummond's estate and then you are going to take Mr. St. Vincent Peel's estate I understand next?—I do not propose to offer any evidence with regard to Mr. St. Vincent Peel's estate.

Chairman—continued.

42,254. You only represent his estate, but you wish to say something about the estate of Sir James Drummond?—That is so.

42,255. You were agent to Sir James Drummond up to 1890?—To the end of 1889.

42,256. Then will you kindly tell us what you wish to say?—In the latter partof the last century my grandfather was appointed agent of the Edwinsford estates, then the property of Sir James Hamlyn Williams, the great grandfather of the present owner. Sir James Hamlyn Williams died in 1829, and his son the late Sir James Williams succeeded to the estates, which were then under the management of my father, who had succeeded his father, who died in 1815, in the agency. Previous to 1829 the rents of the estate were very unequal, many farms being let at very trifling rents, while a considerable number of the larger farms were let on leases for three lives at "war prices," the rents being substantially at the same mark as they are now. The effect of these leases was disastrous, as when they fell in from time to time the buildings were, with one or two exceptions, simply in ruins, and required to be and were entirely rebuilt. On the accession of the late Sir James Williams in 1829 the rents were re-adjusted on a valuation made in 1830 by the late Mr. D. Jones Lewis of Gilfach. Dairying was then one of the principal resources of the farmers in this part of the county, and one of the bases

Chairman—continued.

of Mr. Lewis' valuation was that a lb. of butter and a lb. of cheese should produce one shilling. The buildings on the estates generally were then of the poorest character, being almost all straw-thatched, which thatch was kept up by the tenants. On the accession of Sir James Williams he at once commenced rebuilding, and very large sums were laid out year by year continuously until his death in 1861, a period of 32 years. During the same period he continuously employed a head drainer with three or four assistant labourers in draining. All these works of building and draining were done wholly at his expense, except that the tenants did the haulage without payment beyond an allowance for their expenses when their teams were from home. No interest was charged on any of these outlays, nor has any been charged on the subsequent outlays for both building and draining, except some trifling sums in draining in the last three and four years of Sir James Williams' life, and which interest ceased on Lewis and Morgan's valuation coming into effect. Prior to this valuation the tenants were obliged under their agreements to deliver at Edwinsford certain specified 'duty' payments of coal, lime, and poultry, and they were also bound to grind all their corn at the estate mills. These duties and obligations were also abolished at Lewis and Morgan's valuation. On the death of Sir James Williams in 1861 the estates, then under my management, were valued by Messrs. Frederick Lewis and William Morgan. This valuation was modified in several instances by me, but it was considered to be unequal, and in 1877–8, on the occasion of Sir James Drummond attaining his majority, I valued the estates myself. I did not interfere with Messrs. Lewis and Morgan's valuation in a large number of instances, but I reduced their figures in some and increased them in others, the net result being a small increase. At the time I valued the estates in 1877–8 the values of farming produce were almost, if not quite, at the highest point they have ever reached, and were greatly higher than when Lewis and Morgan valued in 1862. From that time up to the date of my ceasing to act as agent for the estates in 1889, I reduced several of the rents, and I am informed that some small reductions have since been made. Subsequent to 1861 considerable outlying portions of the estates were sold, and other lands of large extent from time to time bought. The rents of these purchased estates were fixed by valuation at the time of their acquisition and practically remain unchanged, or if changed, I believe the change has been always in reduction. I have gone carefully through the estate documents, and I have compared the present rentals of the original portion—the main portion—of the estates with those fixed in 1830–1. The figures show as the ultimate result of the two last valuations an increase in the rentals of the lands in the parish of Caio of about 17½ per cent.; the lands in the parish of Llansawel of about 17½ per cent.; the lands in the parish of Talley of about 17½ per cent., giving a general—almost equal — average increase in each parish. This increase has, however, been materially lessened on these estates by allowances of 10 to 15 per cent., made from 1889 to the present time, and of which Mr. Drummond has already laid the particulars before your Lordship. During the period, within my own recollection, only few changes have been made in tenancies. I have always done all I could to avoid any changes of tenants as much as possible, as I have found from experience that the costs attending a new entry are seldom less than half a year's rent, and often amount to more. There are no existing farming leases on the estates, nor has there been any application for such, and the agreements are much more liberal than those generally in use on English estates, but as they are, they are simply dead letters, and there are not, I believe, six tenants on the estates who do not contravene them every year up to the present day. Previous to the passing of the Ground Game Act there was, and always had been, particularly after 1861, a certain amount of soreness and friction as to game and rabbits, but the tenants more than availed themselves of the powers of that Act, and I have no reason to believe that any dissatisfaction now exists, except perhaps in some few instances of lands adjoining or contiguous to the home covers. The question of the religion of any applicant for any farm was never, during my time, allowed to have any effect in the selection of tenants, nor do I know of any benefit or privilege of the smallest kind which is now, or ever has been, enjoyed by the few Churchmen on the estates. The buildings on the estates are now generally in good order, and will compare very favourably with those on the principal estates in this part of the county, but no doubt there is still room for improvement, especially having regard to the accommodation of farm servants, sanitary arrangements, and further and better dairy accommodation, having especial regard to the great improvement now being effected in the system of dairying. The position of labourers in this part is better in all respects than it has ever been in living memory, but there is a scarcity of labour." That is all the evidence I propose to offer with regard to the Edwinsford estate. Perhaps it would be convenient for me to now remark upon the evidence which was given before with reference to the Edwinsford estate.

42,?57. I should like to ask you one question before you go on as regards Mr. Drummond's evidence. He told us that cases of sub-letting by tenant farmers were common on the Edwinsford estate, that he thought they were very objectionable, and that in cases land was charged two and three times over as much to some tenants as was paid by the direct tenant. Was that the custom on the estate during your

Chairman—continued.

management?—Mr. Drummond was not quite accurate. There were very few instances of sub-letting on the estate at all, but those that had existed had been done away with in my time, with the exception, I think, of two or three farms.

42,258. Then most of the cases to which Mr. Drummond refers, and which he deplores, must have crept in during his time?—Oh, no, they existed also. I was aware of them, but I was not aware until a very recent period of the terms under which some of the sub-lettings were made. There always had been sub-lettings I can say of my own knowledge for more than half a century.

42,259. He gave me certainly to understand that there were more than two or three of these small portions of land sub-let?—There are two or three farms of which portions are sub-let.

42,260. I understand. There are only two or three farms on which the practice prevails?—Yes, at present. There had been in my time a very much larger number, but they had been discontinued and either added to the farm or else taken away from the farm and let directly to the tenants.

42,261. Is it a practice of which you approve?—No, I disapprove of it strongly, excepting in so far as it can be utilised on large farms to enable the tenant to have a certain amount of control over the labourers necessary for working his farm.

42,262. Do you consider that the tenant farmer should have control over the labourers who work for him?—I do.

42,263. Then will you proceed with your statement. What do we come to now?—The evidence given at Llansawel by some witnesses called there.

42,264. Whom do you refer to first?—First of all John Jones, Penlan. Your Lordship will notice, he says, "They took away 16 acres of land, the best I had." There were 16 acres of land taken from his farm which was enclosed within the wall of a rabbit warren, but so far from its being the best it is about as poor as you can find, excepting a little bit of the lower part of it, and, in fact, runs up to a shingle on the rock. The value of the 16 acres is certainly well within 5*l.*

See 40,144–40,240.

42,265. I want to call your attention to that. He says, "They took away 16 acres of land; the best I had." But then it was qualified by words which you have not added: "for a sheep walk?"—Yes, so it was.

42,266. He did not say it was the best agricultural land he had, but it was the best land he had for a sheep walk. Now, is that the case or not?—No, I do not consider it by any means the best land he had for a sheep walk. On the contrary there are scores of acres of land on Penlan hill that are better than that—infinitely better—the land lying on the hill between his farm and Edwinsford. The greater portion of it is good, sound land, which would carry sheep of a fair size.

42,267. As regards the question of convenience, is it very convenient for a sheep walk?—

Chairman—continued.

It is a farm that is very unsuitable for any great use in the way of sheep. It contains such a large amount of wet, undrained land, that sheep practically would not live on it, except as a flying flock.

42,268. This was high and dry land?—This piece of land was high and dry.

42,269. Therefore it was good for sheep?—It was good for sheep, no doubt, to that extent.

42,270. Then it may be an exaggeration to say it was the best he had for a sheep walk but you would not contradict or rebut the statement that it was good for the sheep walk?—I do not contradict that, but I wish to add further that it was not included in the calculation upon which his rent was based in the valuation.

42,271. We will go into that later, if you please. All you say is that it may be a slight exaggeration to say that it was the best he had?—That is so.

42,272. But it was good for a sheep walk?—It was useful.

42,273. Useful and good for a sheep walk?—Well, I cannot say it was good. There was nothing good about it.

42,274. It was useful land for a sheep walk, and it was taken away?—Yes.

42,275. Now, as to the next thing?—He goes on to say that no allowance was made in the rent. The only explanation I have to give of that is that the cow-house, the stable, and chaff-room were rebuilt after this was done, at an expense of somewhere from 150*l.* to 200*l.*, upon which no interest has been charged.

42,276. Then, practically, interest was charged on these improvements by the rent being kept up to the old value?—To the extent of 5*l.*, that is all.

42,277. 2½ per cent. on the improvements was charged?—That is what has happened really, exactly.

42,278. But the fact remains that though the 16 acres (he is accurate in that) for the sheep walk were taken away, no abatement was made in the rent?—No, excepting in so far as you may consider it an abatement that a couple of hundred pounds was laid out on the farm.

42,279. We do not consider that an abatement. He is accurate there?—Very well; I am asked to state these matters. It is for your Lordship to judge about it.

42,280. Oh, yes, we want to get quite to the bottom of everything?—He goes on to say there was no allowance made for the carriage of timber. Now, there is practically no timber on the farm, and there was not during my time any carriage of timber beyond that an occasional oak tree might have been cut for repairs, in which case the branches would be left for him Then with regard to the evidence given at Llansawel by Thomas Williams, tenant farmer of Ffynonlas Cayo, this witness, I think, fell probably very unintentionally into error in one particular. He states that his evidence relates to the Edwinsford estate, consisting of 11 farms,

See 40,802

Chairman—continued.

belonging to Sir James Drummond, and he names those farms with great fairness and correctness, but he mentioned one—Goleugoed-ganol, which was not then a portion of the Edwinsford estate, and therefore ought not to have been included in any comparative statement.

42,281. Then you wish that Goleugoed-ganol farm taken out?—No, I only want to explain. As a matter of fact, there are 14 farms belonging to the Edwinsford estate, and the result is that there is an omission of the comparative rents of four of them.

42,282. You wish to put in the whole estate?—If you put in the whole estate, which I will put in directly, it shows an increase of 17½ per cent. as against Mr. Thomas Williams' increase of 22½ per cent. I believe it was entirely an oversight on his part, or it probably resulted from his not having proper means of information at his disposal.

42,283. Then what is between you is that there are 10 farms practically belonging to Sir James Drummond, on which the rent has gone up over 20 per cent., the others having been reduced, and it brings down the whole total to 17½ per cent.?—No; his figures cannot be correct, because I have the comparative figures, which I will submit to you, which are taken from actual rentals in 1830 and at the present time, and I also give the intermediate figures. Therefore, I say these figures cannot be correct, but I imagine that he has fallen into error from not having taken out all the farms.

42,284. As I understand, he took these rents from the rate-books?—I suppose so.

42,285. Then may we take it from you that the rents in the rate-books were right?—Not always, by any means.

42,286. It must be one thing or the other: either the rate-books are right or they are wrong. Either this gentleman is right in his calculation or not. He took it from the rate-book, and it is either right or it is wrong?—I am sorry to say it is a matter of everyday occurrence to find that rents are incorrectly stated in the rate-books.

42,287. Then what the Commission are to understand is, that your estate-books and the rate-books do not always agree?—Not always, by any means.

42,288. You do not dispute the fact that, according to the best means he had of ascertaining the figures he has given them to us?—I have no doubt that is so.

42,289. You have no doubt that he is right?—I have no doubt he is right according to his means.

See 39,742A.

42,290. Then the question between you is a question of a rise of 17½ per cent. as against 22½ per cent.?—That is so. I have no remark to make on his evidence further than to call attention to that. Then with regard to the evidence of Mr. Thomas Davies of Tynycwm. He says this, "Wion Farm.—Landlord: Sir James "Drummond. After the tenant had carried "everything towards the new buildings, the

Chairman—continued.

"rent was raised to 12*l.*, adding (as an excuse "for the advance) a field to the farm. The "field is valued at 6*l.* Thus the rent was really "advanced 6*l.* on the tenant's work, who is over "80 years old. The tenant is the most hard-"working and sober man that ever lived." In that statement I fully agree as to the hard work and sobriety of the tenant. The impression that it seems to me this paragraph is likely to give is that this was an isolated instance of an advance of rent. This farm was valued at the same time as the rest of the estate.

42,291. What year was that?—In 1878. An additional field was added to it, and the rent was fixed at its present rent. It has not been altered at all since 1878, and since then I built a new dwelling-house there and a new cow-house at an expense certainly very little short of 300*l.* As a matter of fact, the tenant has become a very old man. He is unable to do justice to his farm, and during the time of my management he was simply allowed to remain there out of consideration for his old age and long tenancy. The farm is, as a matter of fact, seriously deteriorating in his hands every day.

42,292. Then the extra 6*l.*, I understand, was put on this farm on account of some repairs being made on it?—It was not. The extra 6*l.* arose on the new valuation of the farm generally, not with reference to the field that was put on it at all.

42,293. Then the cultivation could not have been very bad in that year if it was worth 6*l.* more than it had been previously?—But that was in 1878.

42,294. That man was the tenant then, was he not?—He was the tenant then.

42,295. Then I think he is right that the rent was really advanced 6*l.* on the tenant's work in 1878. The farm was in better cultivation, and worth more money, and 6*l.* more was put on to it?—Yes, it was worth more money than it had been before, but this tenant had only come there a short time before this from another farm on the estate where he had spent all his life.

42,296. Then there is really very little between you. It was in a better state of cultivation, and it is fair to assume that, he being a good tenant, the farm was worth 6*l.* a year more?—But there was a large expenditure made there for which there was no interest.

42,297. We put expenditure on one side. There must be either one thing or the other understood between us; either you charge a percentage for the improvements you were good enough to make, or you do not. The tenant has to pay either way, whether you charge it as interest on improvements or for improvements on the farm itself. It is for you to decide; but you agree with this statement that it was put up 6*l.*?—Yes, in 1878.

42,298. You say it is on account of new buildings. He says it was on account of improved cultivation?—The next statement I wish to notice is the one almost immediately following that. He says, "There has been an

Chairman—continued.

"increase in the rents in the neighbourhood of "Llansawel on an average of 25 per cent. "during the last 20 years." He follows that by giving a statement of a certain number of farms in the three adjoining parishes of Talley, Cayo, and Llansawel which he has selected, apparently because they show the greatest fluctuations in the rent. The figures put in the column headed "Rent" are identical with the figures in my rental for 1830, and therefore they do not represent an increase in the rents during the last 20 years, but rather an increase in the rents during the last 64 years. That, I think, is a very different thing.

42,299. I suppose he took the rents of 20 years ago?—I have not the least idea what he took.

42,300. But do you deny that these were the rents 20 years ago. Are they accurate, or are they not?—Oh, 20 years ago the rents were very much more than they are put down there. Many of them had been raised.

42,301. They were higher 20 years ago than they are put down in this statement?—Yes.

42,302. We were told that these were all taken from the rate-books too?—I have no doubt they were.

42,303. Then it comes to this, that the rate books are not dependable in any way?—I do not think they are. You may get certain averages from them, but the rate-books in the country districts are very often incorrect, I am sorry to say.

42,304. Are the farms rated more or less, according to your experience. Would they be rated for more or less than the actual rent that would be paid to the landlord?—Generally less.

42,305. That is your experience?—Yes. Then, my lord, I wish to call your attention to the figures given by him in the column headed, "Advanced to"—meaning the present rents. The first item is correct. The second item should be 100*l.* instead of 110*l.* The third item is correct. With regard to the fourth item, that farm was one of the farms on which the old leases that I have referred to existed. The old lease expired in my time. The houses were absolutely ruinous. I pulled them down, and rebuilt the whole homestead, including house, barn, cow-house, stables, pig-styes, offices, new gardens, and yards, and everything else on an entirely new site, and if that was valued—I have not taken out the figures—but the amount expended on that farm could not have been less than 800*l.*

42,306. You charged interest on that?—I consider that the difference between the 29*l.* in 1830 and 50*l.* in 1894, with an expenditure meanwhile of 800*l.* is not a very advantageous one for the landlord.

42,307. I only wanted to know the custom of the country. You consider that it would be fair to charge the tenant interest on those buildings?—I consider that a farm with proper buildings on it is worth more money than a farm with a lot of ruins on it.

42,308. Everybody would agree to that, but the fact of a landlord putting his buildings into

Chairman—continued.

proper repair justifies a rise in rent you say?—So far as the value of the land permits it.

42,309. You put it up to the greatest value?—Well, to a reasonable value. I do not look upon those values as the top values by any means.

42,310. You do not look upon them as the highest values, but you think that when a landlord puts the buildings into proper repair then he is justified in asking more rent for his farm?—I think he is justified in asking the full value for the farm. When I say that I do not think these the top rents, I think that they are a great deal too high for the present prices that we have to deal with.

42,311. You consider these rents too high for present prices?—Oh, no doubt, for present prices. Assuming that they are to continue as they are at present I think that rents must inevitably come down.

42,312. Do I understand you to say you consider Sir James Drummond's estate too highly rented according to present prices?—I think every estate in the county is too highly rented according to present prices.

42,313. That is very valuable evidence. You consider every estate in the county of Carmarthen is too highly rented in the present state of things?—Yes, under present prices.

42,314. Now will you proceed?—The next item of 12*l.* advance is right, and there is no explanation on that. The next item, another advance of 12*l.*, is a similar case to the previous one excepting that it is a larger farm, and that the outlay was very much larger.

42,315. I do not think there is any necessity to go right through them unless you have something particular to point out with regard to them; just point out anything you wish to say?—There are two things I wish to call attention to as showing the incorrectness of this. Ffosgotta, rent 100*l.*, advanced to 143*l.* As a matter of fact the rent of Ffosgotta as far back as 1829 was 100*l.*, and it is now and has been for many years 132*l.*

42,316. Was it 20 years ago 132*l.*?—Yes.

42,317. Twenty years ago it was 132*l.* instead of 100*l.*?—It was let for a period of about three years several years ago for 143*l.* under these circumstances. I raised the rent——

42,318. I do not think there is any necessity to explain the circumstances; you say it was so; do you think there is any necessity to go into it?—As a matter of fact I only wish to quote it as an instance showing the incorrectness of the rate-book, assuming those figures are taken from the rate-book.

42,319. But we can take it from you that the landlords have not represented the full rent in the rate-book. Is that what you wanted to suggest?—Certainly. I do not suggest that in this case, because I know the rent is bona fide 132*l.*

42,320. We take it from the rate-book that it is 100*l.*?—No; the rate-book makes out that it is 143*l.*

42,321. And you have agreed that it was 143*l.* during three years?—Yes, but that was 50 years

Chairman—continued.

ago. It was only for a period of three years many years ago. It was reduced back to 143*l.* Therefore it cannot be a faithful transcript of the rate-book of the present day. But in order to show Mr. Davies' incorrectness or carelessness I call your attention to his own farm.

42,322. Which farm is that?—Tynycwm. In the same table he has stated the original rent correctly at 80*l.*, omitting to state that it was 80*l.* 64 years ago, and he states that his present rent is 91*l.* As a matter of fact his present rent is, and has been for many years, 98*l.*; he has done himself an injustice to the extent of 7*l.* a year.

42,323. I do not think there is any reason to complain of that?—I do not complain of that. I merely mention it to show that I am afraid his figures are not very accurate.

42,324. You might perhaps know this: is it rated at 91*l.*?—Indeed I do not know. If it is it is not rated according to the rent; it has been 98*l.* ever since 1878, and he is one of the principal farmers in the parish, and is constantly concerned in parochial matters. He is one of the guardians of the parish now and a very proper one too.

42,325. The only difference is that it is now 98*l.* instead of 91*l.*, that is the difference between you. It was 80*l.* 20 years ago?—It was 80*l.* 64 years ago.

42,326. And it was 80*l.* 20 years ago?—No.

42,327. What was it 20 years ago?—In 1863 it was 91*l.* 10*s.*

42,328. But it is 1894 now. What was it in 1874?—91*l.* 10*s.*

42,329. Then there is a mistake there?—There are very great differences between your rent-book and the rate-book apparently?—My books are bound to be right. They have been audited by a professional auditor.

42,330. Is there anything more?—In the same page he refers to a farm of the name of Cilwenau Uchaf. That was one of the farms which I have referred to in my evidence-in-chief as having been purchased. The rent of all those purchased farms was ascertained at the time of their purchase by valuation by Mr. Davies of Frood Vale, and they have remained without alteration, except where they have been occasionally reduced, as fixed by him up to the present time, and therefore I have not included them in my comparative statement.

42,331. You do not wish to speak about them?—Nothing beyond the mentioning the fact.

42,332. Then let us go to the next thing?—Under the heading of rents Mr. Thomas Davies says: "I shall give evidence respecting glebe farms "in the parish of Talley." I wish to call your attention to that, I am churchwarden of the parish of Talley, and have been so for 40 years. On the occasion of this vacancy I was one of the sequestrators.

42,333. We do not want much explanation of that. Will you just tell us what is wrong in the evidence, as time is getting on. We do not want to have to refuse evidence, but we must take it as shortly as possible?—I was endeavouring to

Chairman—continued.

make it as short as possible. I must read this first.

42,334. What does this refer to?—The statement is this: "18 years ago, when the late Rev. "David Rees came into the living, the valuer ap- "pointed by the Ecclesiastical authorities valued "the dilapidations on the estate from the former "incumbent at 300*l.*, which was paid by the "widow."

42,335. Is that right?—It is right as regards the amount which was paid, but it goes on to state that the Rev. David Rees put the money in his pocket. It is absolutely untrue. The money was laid out under the direction of the diocesan surveyor, and he certified that it had been laid out.

42,336. Have you got the certificate from the diocesan surveyor?—I have not got it here, but I have seen it myself.

42,337. I am afraid we cannot take hearsay evidence, or what you have seen, that will not do?—I think you might take my evidence to disprove a statement that a clergyman has stolen 300*l.*, when I say that the money was laid out under my personal knowledge.

42,338. There have been great difficulties about these hearsay statements being accepted. Mr. Vincent yesterday refused to accept statements under those circumstances, and I am afraid we cannot have any rebutting evidence on this unless the papers are handed in.

Mr. *H. L. Stephen.* May I suggest that what this witness has seen is eminently hearsay within his own knowledge, like the evidence which was admitted yesterday. What a man has seen is very much within his own knowledge. What Mr. Vincent objected to was what a witness had been told.

Mr. *Llewelyn Williams.* I have no objection to this, my Lord, as long as strictly hearsay evidence is excluded.

Mr. *H. L. Stephen.* This is what he has seen.

Mr. *Llewellyn Williams.* Yes. Only let it be understood that strictly hearsay evidence is not admitted.

Chairman.

42,339. Very well. Then will you proceed?—I merely state that that statement is entirely incorrect, that the money paid to the vicar was entirely laid out, every shilling of it.

42,340. Of that you have no personal knowledge?—I have personal knowledge of that myself. I only wish to remove an imputation from the memory of a dead man. Then there was a statement by him under the head of Maesteile Pencarreg, "Thomas Thomas, tenant "of this farm, having a peat-house which was "nearly falling, cut an alder tree (pren gwer- "nen) for the sole purpose of keeping this house "up, which was the duty of the landlord. The "value of the wood was 1*s.* at the very outside, "but he had to pay 5*l.* to his landlord for "cutting it." The witness stated at the time

Chairman—continued.

that he did not believe the 5*l.* reached the landlord or the agent. I was then the agent for that estate, and this is the first time I ever heard of this. I do not believe a word of it.

42,341. You did not get the 5*l.*?—No, I did not. I believe it is an untruth, because the tenant of Maesteile was an old valued tenant that I was on the most intimate terms with—he was a client of my own, and I am quite sure that he would not have submitted to such an act of extortion without coming to me.

42,342. Anyhow, you do not agree with that, and if it is to be rebutted he will come here again?—I do not think I need trouble your Lordship further. Time is short, and I am leaving some little things, but I will go back now, if you please. I do not know whether you would like me to give any evidence as to manorial matters.

42,343. Is this Carmarthenshire evidence?—Yes.

42,344. Manors in Carmarthenshire?—Manors in Carmarthenshire. I may mention at once that I am Deputy Steward of the only copyhold manor in Carmarthenshire. I do not think any evidence of that kind has been laid before the Commission.

Mr. *Seebohm.*

42,345 We are in this position: this is the 51st sitting, and we meet here for Carmarthenshire evidence. I would submit that the evidence of the town or district should be taken before that, much as we should like to hear it?—I shall be very happy to submit it at some later date for your information. Then, if you please, I ask to make a few general remarks as to the depression in the county.

Chairman.

42,346. You have told us that all the rents are too high to begin with?—I have, my Lord, but I do not wish one part of my evidence to go without it is accompanied by the rest I do not think it is fair to myself.

42,347. If you please?—The depression is general, but has not, in my opinion, reached, nor is it likely to reach, a distressful stage, and it is felt most severely by the larger farmers. The smaller holdings (comprising the great bulk of the farmers of this county) have fared better owing (1) to their being able to work their farms with little, often no payment for labour; and (2) to the fact that the depression in prices has affected them only to the extent of their cash payments. The farmers of this district have always adopted the system of 'mixed farming,' and have therein comparatively 'found salvation.' In all these years of depression butter horses, pigs, and poultry have almost continuously commanded remunerative prices, and these means of providing for cash payments have not failed, and inasmuch as the ordinary farmer of this class obtains from his farm produce most of what is necessary for the maintenance of his household, it follows that his general actual loss is limited to the effect of the low existing prices of cattle, sheep, and wool as sources of his cash income. In my opinion the low price of all kinds of grain has but little (if any) injurious effect in this district. In the great majority of cases wheat is only grown to an extent sufficient to provide bread for the family, and comparatively few farmers look to a sale of grain of any kind as a source of income, and a great quantity is bought by numbers in this district for feeding purposes, and foreign barley is largely, and I believe profitably, used for supplementing the rations of cattle of all sorts and ages. Local rates press heavily on farmers, and they complain loudly, but they will not avail themselves of the remedy which lies in their own hands by attending the parish vestries, and by selecting guardians who will act independently in the matter of outdoor relief, which is, in my opinion, extravagantly wasteful. I regret to say that I think farming in this part is, to say the least, not improving. This can, no doubt, in some cases be fairly attributed to want of money, but there are many farmers who could do more in their farms and do not. The agitation on the land question is probably more truly the cause, as farmers have been led to expect great things from legislation, pending which they may think it prudent to rest on their oars. With regard to rents being raised on 'tenant's improvements,' I have seen very few instances, nor have there been any capricious evictions on estates with which I am or have been connected, but cases of hardship have often occurred within my knowledge from change of ownership. When farms have been bought either for occupation by the purchaser or where the rent is fixed pro rata to the purchase money, and this, I think, calls for legislative action to secure compensation for actual improvements made at the cost of the tenant. I consider the Agricultural Holdings Act as practically of little value in this district, and think that a simpler mode of dealing with land tenures should be sought for. I am strongly opposed to the creation of a land court, and I believe such a creation would only result in a series of valuations which would be more likely in the long run (having regard to the great and still continuing demand for land) to raise than to lower land values, and I think any disputes with reference to land tenure would be better arranged by reference to local official referees to be selected in each county. Fixity of tenure has always appeared to me to be almost chimerical, and if its probable effects were fully explained I believe the freeholders and smaller landowners would concur with the larger landowners in opposing it, but I am disposed to think that a great and permanent stimulus might and would be given to the cultivation of the land by the adoption of fixed rents for limited periods."

42,348. Might I ask what period you would suggest as a practical man?—Well, I think it should not be less than seven, and it should not be more than 21.

Mr. *Seebohm.*

42,349. Subject to abatements or not?—Well, I see no reason why it should not be subject to abatement. I see no reason why a generous man should not help his tenant if he thought he required it. I cannot recall any instance within my own experience of English farmers settling in this part of the county. I have known a good many Scotchmen farming here, but generally they have not succeeded, and their holdings were not benefited by their occupation. On the other hand I know of a great number of Welshmen who have taken English farms in recent years. I have personally recommended a considerable number of them, and in every single case they have been and continue to be successful. Those who were practically acquainted with the position of farmers in these parts prior to the opening of the present existing railways will agree with me in saying that it is almost impossible to describe the great benefits that were then given to the cultivators of land, and I believe that these could be greatly enhanced by the Government undertaking the making of further local lines of light railways. I observe the Chancellor of the Exchequer recently stated in the House of Commons that he considered the making of light railways by moneys advanced on the securities of local rates to be one of the remedies that occurred to him for the present agricultural depression. This boon is apparently to be had for the asking, and if farmers were to press its grant on county councils and Members of Parliament it could no doubt be secured. County councils would probably hesitate to add a possible further burden to the county rates, but I am confidently of opinion that no such burden would result. Almost all the local lines in this part of Wales have been made either on borrowed moneys or have been simply contractor's lines, and in each case they are saddled with nominal capitals which represent the cash value of their construction and equipment multiplied by various figures, and if the capital of those lines was now reduced to a sum fairly representing the cash cost of construction and equipment, I believe there is not one of those lines that would not now be paying a profitable dividend. I also think that some relief could be obtained by the "earmarking" of foreign meat, the sale of which under existing circumstances has a disastrous effect on the price of home-grown beef and mutton.

Chairman.

42,350. May I ask one question. Would you be prepared to go a little bit further, and to suggest anything to prevent cases of hardship in the event of tenant farmers' farms being sold. Is there anything you could suggest to help them in that way?—I think if you had fixity of rents you practically would have it, because in the event of a farm being sold during the currency of the term, the entry rent would form the basis of valuation to begin with, and the tenant could go to the landlord and say, "Please

Chairman—continued.

"give me the capitalised value of the property "in this farm for the remainder of the term, or "if you do not do it we will call in the valuer." I think it would be not enough to make that a first charge on the purchase money.

42,351. We are very much obliged to you for your evidence, which is extremely valuable and interesting?—I have here a comparative statement of the rents. I do not know whether you wish me to put it in.

42,352. Yes, we shall be glad of the information?—Very well.

Mr. *Griffiths.*

42,353. Do you consider that better accommodation should be provided for farm servants as so many cottages have been pulled down or allowed to fall down?—I think better accommodation is required for farm servants.

42,354. You mean generally in this district?—Speaking generally, yes. The farmers now employ their labour more exclusively in the shape of servants living in the house. They do not employ as many labourers living outdoors as they did in former years.

42,355. No, we find the old cottages are almost all pulled down?—Well, we have no labourers to put into them. If you will send us the labourers we will build the cottages.

42,356. It is again your opinion that the cottages should be let by the farmer and not by the landowner?—I should think on large farms a tenant ought to have a certain control over the cottages on which his labourers live.

42,357. We have had some labourers before us, and their view was that they should always have their cottages from the landlord and not from the farmer?—No doubt I should prefer that if I was a labourer myself.

42,358. But on behalf of the farmers you think that is the better plan?—I do. I think the farmer ought to have a certain control over the men on his farm.

42,359. Do we not take it for granted that a farmer should be provided with facilities to carry on his occupation?—Certainly as far as circumstances will permit that to be done.

42,360. You cannot expect the rent to be paid without?—Not a full rent without proper buildings.

42,361. Is it not possible that more could be produced on many farms if they had these facilities?—I think the produce of most farms in the part of the county that I am personally conversant with could be increased to an enormous extent.

Mr. *Grove.*

42,362. What year was it when a pound of butter and a pound of cheese were selling for 1*s.*?—1830.

42,363. At the time when your first rents began?—Yes.

Mr. *Grove*—continued.

42,364. Do you think that land has to bear too many burdens?—Well, I have always thought so.

42,365. Then you think that really the traffic on light railways would pay a fair interest if they were properly constructed?—I believe that if light railways were made for cash they would be remunerative at once. I am speaking with the fear of the county council before my eyes, but as county treasurer myself I should not be in the least afraid of seeing a charge on the rates.

Chiarman.

42,366. There are some questions handed in by Mr. Vincent, "Was the 16 acres included in "the valuation on which the rent of John "Jones was based?"—No.

42,367. "Is it not true that the Plas Farm "house, Talley, where it was alleged in evidence "at Llansawel that snow had been seen on one "of the servants' beds, is one of the best houses "in the whole district?"—The farm house itself is, I think, the best farm house on the Edwinsford estate.

42,368. "Is not the farmhouse perfectly sound?"—Perfectly sound I should say.

Mr. *Griffiths.*

42,369. The evidence was given with regard to the outpremises where the servants sleep?—Oh, the outpremises are not in such good order.

Mr. *Llewelyn Williams.* If I remember rightly it did not refer to Plas at all. It was Mr. Simon Jones, of Plas, who said he had seen that on a certain farm. I do not think it refers to the farm of Plas at all.

Chiarman.

42,370–1. I think we can take it that it was not in the dwelling-house where it was alleged

Chairman—continued.

that the snow fell on the beds?—No, I think it was not, as far as my recollection goes.

42,372. I understand you do not contradict the possibility of snow having come in through the roof of one of the outbuildings?—I have not the slightest knowledge on the subject. I do not think the roofs of the outbuildings are all in such a condition that snow might not have come in.

Mr. *Llewelyn Williams.* I wish to point out, in order that you may refer to the notes later on, that this may not be Plas at all.

Chairman.

42,373. Then there are some questions by Mr. Llewelyn Williams. "Do you know that "the tenant of Maesteile told several people that "he had paid John Jones, Banc-y-celwydd, 5*l.* "for cutting the alder tree?"—I have no such knowledge. I never heard of the incident until it was mentioned at Llansawel, and I am bound to say, in fairness to John Jones, that I do not believe it.

42,374. I do not think the second question had better be put. Then, "Has the practice of 'Cil-dwrn' fallen under your notice?"—No.

42,375. You are aware that it exists, I suppose?—I have no personal knowledge of it.

Mr. *Griffiths.*

42,376. It is not always that the landlord or the agent knows about this "Cil-dwrn" business, is it?—Well, I have never known anything about it, or lent the smallest sanction to it. That is all I have got to say.

Chairman.

We are much obliged to you for coming and giving evidence.

The witness withdrew.

Adjourned for a short time.

Mr. John Devonald Morse called and examined.

Chairman.

42,377. You are a county councillor, a tenant farmer, and a freeholder?—Yes.

42,378. Where do you live?—Llandawke.

42,379. How far is that from here?—It is six miles below St. Clears.

42,380. How far from Carmarthen?—About 14 or 15 miles.

42,381. Will you kindly read your evidence to the Commissioners, or would you like to have it read?—I will give it myself.

Personal.—On the 11th of October, 1849, I entered the farm of Sarnlas, in the Hamlet and

Chairman—continued.

Parish of Llangan, in the counties of Carmarthen and Pembroke, at a rent of 150*l.* a year. In 1843 the tithes had been commuted, and were paid by the tenant, amounting to 15*l.* 1*s.* 3*d.* a year. The rateable value was 110*l.*, exclusive of rates and taxes. At this period times were bad, and farm produce and stock of every description were very low. Labour, however, was cheap. Good strong youths, from 21 to 25 years of age, could be got at 5*l.* a year, and maidservants of the same age at 2*l.* 5*s.* a year. Now they get four times as much, and are not nearly so useful, nor do they put by so much against a rainy day.

Chairman—continued.

In 1852 times improved. The year after 16*l.* 16*s.* was added to the rent, which now stood at 166*l.* 16*s.* till the death of the landlord, which took place in November, 1856. On the 24th December following, the new agent (Mr. D. Aaron) of the new landlord (Mr. Puxley), a grandson of the late landlord, and both Irish, and above 21 years of age, came to me and asked what advance I would give in the rent, as the landlord considered the rent too low. He also said that they intended to take two fields from my place and put them to an adjoining farm, where the agent's sister lived. I strongly opposed this, as I had only recently improved them by draining and manuring. I had also had a new hedge 200 yards long made in order to aid other fields and to provide shelter on the swampy ground. About an acre in each field had been drained. However, in February of next year (1857) Mr. Richard Harvey, of the firm of Messrs. John Harvey and Sons, came and re valued the estate, and on the 7th of March we were called together to hear the result. 13*l.* 4*s.* was again added to my rent, which henceforth stood at 180*l.* a year. I saw a letter from Mr. Harvey to Mr. Puxley, the landlord, advising him to grant leases on the valuation, that there were some superior tenants on the estate, and the farm that I was in was particularly mentioned. For a short time after, things went on quietly, but on the 7th of October, 1858, eighteen months after the re-valuation, the landlord and his agent went over the land together. Three days after, on the 10th, Mr. Puxley himself called and said he wanted me to advance 30*l.* a year. I refused to do so, and then he said I should hear from him again the next day. I did not hear from him, but on the 16th of March following, Mr. Aaron, the agent, served me with a notice to quit on the next 29th September. I intended to make a new hedge in one of the fields which was cut up for oats, and had left a space to indicate where. The agent did his utmost to induce me to make the hedge, and told me I could rely on his word that I should not in any way be disturbed in my holding. I was kept entirely in the dark till, on the 13th of May, I found that my farm as well as others on the estate were advertised to be let by tender. The only condition on which I could get the farm in the following July was at a rent of 317*l.* 10*s.* a year.

Improvements.—In 1849 there were 42 acres produced 68*l.* 15*s.* worth of hay; in 1859, 35 acres produced 220*l.* 10*s.* worth. The process of bringing the land to this state of cultivation was no doubt expensive, but if left alone to enjoy it, the result would have proved remunerative. Of the largest field in the farm—17½ acres—nine acres were in 1849 under seed (hay) and 8½ under corn, both producing together crops to the value of 21*l.* 4*s.* In 1859 all of it was under seed and produced a crop to the value of 150*l.* This field is out of the common run of the farm, it is true, but I had greatly improved the farm all over, chiefly by manuring, draining, making many new and repairing old hedges,

Chairman—continued.

and building two small new houses. The drains contained several hundred perches with the gutters all made of stones, which I had to cart for eight miles. I had also to carry all the materials in 1853 for a new kitchen, and had a long distance to go for lime, slates and flags, and in order to keep the work going on the farm had paid for carrying stones for walling 15*l.* In 1856 the dwelling house was repaired, and I had to carry all the materials towards it. There were also gathered on the farm when I left 3,000 loads of soil ready to be mixed with lime, dung, &c. I made no use whatever of artificial manures during the 10 years I was at the farm. I had carried in one year over 1,700 loads. According to the agreement under which I held the farm I could plough 60 acres, but I had only 38 under corn the year I left, and I presume that the reason I was not told before May that I was to leave was to prevent me breaking up any fresh land. Immense quantities of earth and mud had been found in the gripes and ditches. The opening of the gripes, though costly, was very beneficial, for it provided a fall for the stagnant water and so drained it. Sixteen acres having been thus surface drained was trebled in value. The mud, when taken from the gripes and allowed to remain under atmospheric influence for two years, was carted to the field of 17½ acres mentioned previously, which was 560 yards distant with an elevation of 111 feet. It was allowed to remain there for 12 months in a miskin, and then mixed with lime, in the proportion of five tons of lime to 100 tons of mud. This was done because in some portions the field had no more than two inches of soil, so that the application of so much lime carefully mixed with such quantities of rich loam produced results which were truly marvellous, but which I did not enjoy. In 1857, as I already stated, Sarnlas was re-valued; the practical and impartial valuer, Mr. Harvey, putting it at 180*l.* Two years later the landlord and his agent put the rent at 317*l.* 10*s.* I may here state that my landlord, Mr. H. L. Puxley, was brought up for the Established Church, and was now, in 1859, twenty-five years of age, but by virtue of his grandfather's will became possessed of what is called and generally known as the Llangan Estate, near Whitland. His agent, Mr. Aaron, was a country schoolmaster, and he had been at that trade for years in the district of Llanddarog and Abergwili; and was now, in 1859, nearly 50 years of age before he studied land valuing, so it can be easily ascertained what class of land valuers they could be. As a schoolmaster, Aaron was not in the least in advance of his fellows at that time I had also been at a great loss in not having to know the result of the notice before July, as I had in the meantime lost a very good chance of a farm under a considerate landlord. Inducements were held out so that I was allured in such a way by saying that preference should be given to the present tenants. My wife was born in the place, and her ancestors had lived there from time immemorial.

Chairman—continued.

My first landlord was a very strict preserver of game. Under the second the game was also preserved by an Irish gentleman, called Mr. E. Johnstone, and for years game committed sad havoc amongst the crops of hay and corn. Some two years after I left Sarnlas, Mr. Aaron, the agent, came to me saying he was sent by Puxley who wanted to know what rent I would give him for Sarnlas, as they could not go on at all with the tenant. I made no offer. And again on the 12th of June, 1863, he came this time and wanted to know what rent I would give him for Llwyndrysi, another farm on the same estate, which the tenant, Mr. Jones, had taken, four years previously, by tender for 300*l.* being 97*l.* 10*s.* above Mr. Richard Harvey's valuation two years before, but the tenant, Mr. Jones, gave it up this year in order to get a reduction of 50*l.* I made no bid to Mr. Aaron and the result was that the tenant, Mr. Jones, had the reduction he asked for, and had more reductions soon after. I have stated already that the estate in 1859 was advertised to be let by tender, and three of us had left that year, and the five that remained had to advance their rents considerably. The seven farms that were let by tender that year (of the eighth I can give no accurate account) amounted to 605*l.* above Mr. Richard Harvey's valuation two years before, but they were soon reduced, and there is not a single tenant that took them that year on the estate these many years. Mr. Henry L. Puxley unsuccessfully contested the county of Carmarthen in the Conservative interest. The election came off on Tuesday, the 24th November, 1868. Mr. Aaron, his agent, worked hard in order to effect his return, but was sadly disappointed.

Mr. Richard Thomas became tenant in 1851 of the farm adjoining, called Penback. When Mr. Thomas took the farm, I cannot safely say at what rent, but the year after, 1852, the prospect of farmers grew brighter and Mr. Thomas proposed to his landlord, Mr. Puxley, to take the farm at a long lease, providing new model buildings were erected on a certain spot at a rent of 100*l.* a year. Now I beg to state that the adjoining farm of Penback was far superior in value to Sarnlas at the time I entered it, taking it altogether, especially after the proposed modern improvements were carried out (and they were in that year 1852); when Sarnlas with only the dwelling house and a small stable were stone built. The kitchen with dairy joining was of mud walls, with roof thatched with straw, and all the other outbuildings with four cottages were of the same materials, and according to the agreement were to be kept in repair at the expense of the tenant. Such buildings in a dilapidated state were very expensive to maintain. Mr. R. Thomas is now, in 1894, living on the farm, and the lease granted then, nearly 43 years since, is this day valid. In 1859 Mr. Phillips had to leave Llwyndrysi (a farm near mine) because his rent was raised by Mr. Puxley from 202*l.* 10*s.* to 300*l.* Phillips had been there nine years, was a good farmer and had improved the farm, but had not a penny compensation. Having quitted Sarnlas on

Chairman—continued.

Michaelmas, 1859, I went to another farm in the neighbourhood, under another landlord, the late Mr. W. R. H. Powell, sometime M.P. for the county, whom I found kind and compassionate. As the farm was small and my family numerous I left in 1862, and took the farm of Llandawke at a rent of 400*l.* free of tithes and land tax, which were paid by the landlord, and amounted to 55*l.* 10*s.* The landlord also did all the repairs. After three years I gave the farm up owing to an alteration in the incidence of the poor rates, which pressed heavily on the parish, though there is not a single pauper within its boundaries. Messrs. Harvey and Sons, however, valued the farm, and the landlord, acting on their valuation, reduced the rent in 1865 by 50*l.* In 1869, however, it was again valued by Messrs. Goode and Owen, and the rent was raised by 70*l.* making it 420*l.* The year after, 1870, it was sold by public auction, and I purchased it at 11,500*l.* The poor rates on Llandawke parish in 1862 amounted to 19*l.*, in 1872 to 52*l.* The road rate used to be about 6*l.*; now, after the County Council has joined together several parishes, against the wish of the majority of the St. Clears' Highway Board it is about 20*l.*

Proposed Remedies.—1. That land courts should be established, so as to deal effectively with arbitrary landlords. 2. That tenants should be compensated according to their merits for improvements, where money has been laid out judiciously and economically, and that without the consent of the landlord, provided it be beneficial to the farm.

Mr. *Grove.*

42,382. As to this advance in rent: it was a large advance on the farm where you used to live, at Sarnlas; it went up from 150*l.* and 15*l.* for tithe, that was 165*l.*, to 317*l.* 10*s.*?—Yes, and 15*l.* 1*s.* 3*d.* for tithe, which made it 332*l.* 11*s.* 3*d.*

42,383. Was that large advance due to some extent to improvements that you had made there?—Well, I should say so.

42,384. Did you get any compensation for those improvements that you had made?—No.

42,385. So you consider that an instance where the rent has been advanced time after time on the improvements made by the tenant?—I do.

42,386. You consider that a fair typical case?—Yes.

42,387. Now, going to the last point in your evidence, you say the poor rates used to be 19*l.*, and now they are 52*l.*, and the road rate used to be 6*l.*, and now it is 20*l.*?—Yes.

42,388. So that instead of 25*l.*, that it used to be, it is now 72*l.*?—Yes.

42,389. That is really the statement of the case?—Yes.

42,390. These are the rates chargeable on your present farm?—Yes.

Mr. *Seebohm.*

42,391. You now, I suppose, are in an entirely independent position as regards any landlord, being the owner of your own farm. You are occupying your own farm, are you not?—Yes.

42,392. So that you are quite independent of any influence from any landlord?—Oh, I am, yes.

42,393. Do you think that since the Ballot Act the independence of farmers has been very much increased?—Yes.

42,394. And do you think that through the establishment of parish councils, and that kind of thing, they will become more and more independent?—I cannot say.

42,395. Do you think that they have real reason still to be afraid of the landlord in the way we have been told they are?—I think they have.

Mr. *Griffiths.*

42,396. When you entered Sarnlas what state did you find it in?—Oh, it was not good at all.

42,397. It was not farmed well before, was it?—No.

42,398. And the times were bad when you started life?—Yes.

42,399. There was a great difference in the price of labour in those days to what it is at present?—Yes.

42,400. Though the times were bad. How many servants did you keep when you were there?—Six altogether.

42,401. And you say in your statement that they cost four times as much now?—Yes, they do.

42,402. And yet you say that servants are not so useful as they were in those days?—No.

42,403. How do you account for that?—I cannot.

42,404. Are they not so capable of carrying on the work of the farm?—No, they are not trained to do it now as they were then.

42,405. They are not trained to do it so well as the old people were, and with all the money, at the present day, you say, the servants do not do more than they did then?—No, not so much, as a rule.

42,406. You did not grumble very much when there were 16*l.* 16*s.* 0*d.* added to your rent, did you?—No, not so much then.

42,407. But you had laid out a good deal of money in improving the farm at that time?—Yes.

42,408. Then do you consider that Mr. Puxley was a young man who had no training in agriculture in any way?—No, not at that time.

42,409. And you think much the same of the agent?—About the same.

42,410. He was young, and you think he was led a little astray then?—Yes.

42,411. Yet they considered themselves quite capable of valuing the farm when they walked over it?—Yes, I should think so.

Mr. *Griffiths*—continued.

42,412. They were not satisfied with the valuation Mr. Harvey made of the farm?—No.

42,413. Did you refuse to accept their valuation?—Yes, I said I would give 200*l.* for it, provided he would grant me a lease for 21 years.

42,414. And he would not do that?—He said he could not do it; that the estate was entailed.

42,415. So he gave you notice to quit?—Yes, the March following, but the year after the estate, I think, was disentailed, because he granted a lease then to the man who took it for 317*l.* 10*s.*

42,416. But, in the meantime, he advertised the farm to be let?—Yes.

42,417. What was the result of that. Was it let to the highest tender?—I believe it was.

42,418. Was it a competent farmer who took it?—No, I do not think he was.

42,419. Had he always been brought up as a farmer?—I did not know him before that time. No, I do not think he was.

42,420. What was his occupation before?—A saddler.

42,421. How many years did he remain there at that rent?—Five years.

42,422. But in two years, I think you said, the landlord and agent had got tired of him?—Yes.

42,423. Why was it. Because he did not farm well?—I do not know what was the reason. They could not go on very well.

42,424. I see the crops that you raised the first year and the crops you raised a few years following differed very much?—Yes.

42,425. You are a competent valuer to value hay, and you are called in to value very often, are you not?—Well, I have been.

42,426. So you are quite capable of judging what amount of hay you had upon the farm?—Yes. In 1849, when I entered the farm, I had to take the crops as valued at 68*l.* 15*s.* In 1859, the year I left, the hay was sold at a public sale, and the produce of 35 acres came to 220*l.* 10*s.*

42,427. Then you carted what we call a very great quantity of muck all over the farm, did you not?—Yes.

42,428. Can you tell us at what expense? How many carts had you carting?—Three was the lowest.

42,429. Sometimes more?—No, not more than three.

42,430. You laid out much money to lay the land down into grass, did you not?—Yes.

42,431. Permanent pasture?—Yes.

42,432. Instead of ploughing 60 acres you only ploughed 38?—Yes.

42,433. You thought it would pay better. Do you complain then that the landlord did not really tell you that you had got to leave until May?—No, he did not say really till right on to the middle of July. It was advertised to be let by tender in May.

Mr. *Griffiths*—continued.

42,434. This place is rather a hilly farm, is it not?—Not very hilly.

42,435. You did a good deal in the way of cleaning the gripes and ditches, did you not?—Yes.

42,436. There was a lot of useful muck cleared out of the bottoms, was there not?—Yes.

42,437. I know the place. You not only lowered the ditches when you carted it out and mixed it with lime, but at the same time you also drained the fields alongside, did you not, by doing so?—Yes.

42,438. Were you satisfied with the result afterwards?—Yes.

42,439. You could grow better grass and more hay, could you?—Yes, much more hay.

42,440. Mr. Harvey's valuation was 180*l.*, I think?—Yes.

42,441. However, it was let to the new tenant at what rent did you say?—317*l.* 10*s.*

42,442. Your wife, I think you said, was born on this place?—Yes.

42,443. And her relatives had been there for many years?—Yes.

42,444. Then you were offered the farm again in two years' time?—Yes.

42,445. Why did you not make an offer to the landlord when he wanted you to take it?—Well I did not care much about trying for it again.

42,446. You did not think it was right to go and turn another tenant out?—Well, no.

42,447. If every one had been like you, I think we should not have had so much of this land-grabbing. You would not tell him what rent you would give at all?—No.

42,448. You never made him any offer?—No.

42,449. Did Mr. Jones, the incoming tenant, have a reduction of rent?—No, I do not think he did.

42,450. There were other farms besides yours in that neighbourhood valued at the same time. Most of the farms were revalued?—Yes.

42,451. And most of the old tenants left in consequence?—Three left in that year.

42,452. Who was the valuer who valued them. Was not there some stranger engaged to value them?—No, I do not think so at that time.

42,453. Then it is my mistake. Then you speak of Mr. Phillips, of Llwyndrysi; he had to leave his farm in just the same way?—Yes.

42,454. What induced you to go and purchase the farm you live in now; why did you feel inclined to purchase a farm; would it not be better to be under a good landlord?—I beg pardon?

42,455. Why were you induced to purchase a farm. Did you not think, as you have a very large family it would be as well for you to have farmed under a good landlord?—Yes, if I could get one.

42,456. It is not easily got, is it. You were afraid of being bitten again?—Well, I was afraid of that, but not under the same agents as I was then.

42,457. Can you give us the present rent of this farm?—280*l.*

Mr. *Griffiths*—continued.

42,458. Then you have already told us you approve of a land court?—Yes.

42,459. And you say "and the tenants should be compensated according to their merit for improvements where money has been laid out judiciously and economically"?—Yes.

42,460. Then you want to have some outside party to see whether the improvement is really an improvement to the place as well?—Yes.

42,461. You do not think it is right for a tenant to make any improvements according to any whim that comes into his head?—Oh, no.

42,462. But there should be another authority to settle that that improvement is for the benefit of the farm?—Yes.

42,463. I quite agree with you. You believe that that would be sufficient without any security of tenure. If a tenant is paid for his improvements, it does not matter so much about fixity of tenure?—Well, I think fixity of tenure as well would be useful.

42,464. Do you think that if a man takes a farm for 7, 14 or 21 years the farmer would farm the whole of that farm throughout the whole of that term to the very best advantage, would he not at the beginning of the term farm well and by the time the term was up pull in a bit?—Very likely he would.

42,465. But if he knew that he would be paid for his improvements he would continue going on every year?—Yes.

Chairman.

42,466. You say you are in favour of a land court?—Yes, my lord.

42,467. I understand you do not wish in any way to interfere with good landlords, but only to protect tenants against harsh landlords?—Yes.

42,468. There are some questions handed in by Mr. H. L. Stephen—"Did you have any agreement with Mr. Puxley as to the improvements on Sarnlas?"—No.

42,469. "Are you aware of the effect which "the Agricultural Holdings Act would have on "compensation for such improvements as you "did at Sarnlas;" do you know anything about the Agricultural Holdings Act?—Yes, I know something, but I do not think it is very useful.

42,470. You left Sarnlas in 1859?—Yes.

42,471. The first Agricultural Holdings Act did not come in till 1875?—No.

42,472. "Did the landlord do any improvements at Sarnlas"?—Since, he has.

42,473. But not in your time?—He paid for the kitchen, but I had to carry all the materials.

42,474. "Did not Mr. Puxley make improve-"ments on Mr. Phillips' farm"?—No, I do not think he did much there.

42,475. You do not think he did?—No.

42,476. "If you say he did not how do you know that he did not?—I was living close by in the neighbourhood.

42,477. It was the next farm?—Not the very next, but near.

Mr. *Griffiths.*

42,478. Did you do any building at all at Sarnlas yourself?—Yes, I built two small houses, one a calves cot, coal house, and a place to mix culm; the other for cutting chaff by water and for boiling for cattle; with a loft over the whole length. They were well built, and I had no compensation whatever.

Mr. *Griffiths*—continued.

42,479. We have heard that none of Mr. Puxley's tenants did any repairs to any buildings?—Well, the two houses are there now

The witness withdrew.

Mr. Gad Prothero called and examined.

Chairman.

42,480. Are you a tenant farmer?—I am.

42,481. Where do you live?—At Ty Canol.

42,482. How far is that from here?—About 8 miles.

42,483. Will you kindly give us your statement?—I will, my Lord.

I am a tenant farmer, farming 77 acres. My evidence refers generally to the Llanstephan County Council Division, but chiefly to the parishes of Llangunnock, and Llandilo Abercowin.

General Conditions of farming. — The date of entry in this district is Michaelmas. Mostly yearly tenants. Compensation is given in some cases for damages done to land in timber cutting. Penalising clauses are common in agreements, but are seldom enforced. Tenants are usually given a copy of their agreements and their contents are explained to them in Welsh.

Rents.—The rents of the smaller tenants are higher per acre than large farmers, and competition for small farms is keen. The rents of upland farms vary from 10*s.* to 1*l.* per acre, and on lowland farms from 1*l.* 10*s.* to 2*l.* 10*s.* per acre. There are other services rendered by tenants to resident landlords, such as hauling coal, keeping puppies, &c., which are usually mentioned in the agreement. Rents are generally fixed on the basis of a valulation made by the agents. I know of two farms that have been let by tender in the neighbourhood, and let to the highest bidder, owner Mr. B. Lewis, Vronwen Llanboidy, tenants remaining only a few years, afterwards the owner kept the farms in his own hands to graze cattle, &c., but did not cultivate them. A few years afterwards they were let at a reduced rent, but when the tenants improved them they were obliged to pay 5 per cent. more rent or be turned out. Arbitration is not resorted to as a means of adjusting rents. Rents have been advanced from 25 per cent. to 100 per cent. during the last 50 years, mostly upon the improvements made by the tenants.

Chairman—continued.

Name of Farm.	Owner.	Rent in or about 1840.	Rent in or about 1870.	Rent to-day.	How many tenants since 1844.	Why was the rent advanced.
		£.	£.	£.		
Plas Isaf	—	140	240	240	Three	Tenant improving.
Ffynon Seiri	T. Morris	78	128	128	Same	„ „
Penlan	„	70	110	110	Same	Farm improving.
Bryn Tucker	Col. Morgan	21	21	35	Same	„ „

Chairman—continued.

Land agents do not exercise sufficient care when making their valuation. They visit the farms in the months of July or August, and base their valuation upon the general appearance of the land and the quality of the stock on it, whereas they ought to visit the farms early in the spring and late in the autumn, and should have made inquiries as to the improvements made, quantity of feeding stuff, artificial manures purchased and used on the farm by the tenants. I know of one instance on the Coombe estate where a tenant, John Evans—

(Mr. *H. L. Stephen.*) We ought to know why these people are not here, if they are not.

Chairman.

42,484. Is Mr. John Evans in the room?—I do not believe so.

Chairman—continued.

42,485. This is heresay evidence and objected to by Mr. Stephen?—I have the rent receipts in my pocket.

42,486. Do you put them in?—Yes.

(Mr. *H. L. Stephen.*) I venture to suggest that he has not been deputed.

Chairman.

42,487. That objection does not hold good. You have the permission?—Yes.

42,488. And he deputes you if necessary to speak for him?—Yes.

42,489. He gave you the receipts for that purpose?—He did.

(Mr. *H. L. Stephen.*) There are other cases.

Chairman.

I think you had better object as they come on.

42,490. [*To the Witness.*] Please proceed with your evidence?—I know of one instance on the Coombe estate where a tenant, John Evans, had his rent raised three times in succession, and considerably so the last time, about 15 years ago, owing to the tenant having drained wet land, cleared many acres of mountain land for cultivation, fallowed and limed it, and erected a cow-shed and an out-kitchen, and improved the
42,581. farm immensely. The original rent has, in this way, been raised to 128*l.*

Farmers also get their rents raised after the expiration of a lease when many acres of land have been reclaimed by the tenant. One case on Sir Arthur Stepney's estate. I have the receipts.

42,491. You are empowered to produce them?—Yes. For instance, when a lease of 21 years expired, the tenant, J. Loveluck, had to pay about 15 per cent. more rent owing to his having cleared a quantity of gorsy land for cultivation and improved it generally, at a cost of 200*l.* or 300*l.* The rent was raised 8 years ago from 46*l.* to 56*l.* 10*s.* Landlords have profited enormously by improvements made by tenants in their holdings before such holdings were sold and no compensation was granted to the tenants in respect of such improvements. I will only cite one or two cases. (1.) A Mr. Brock Jones, late of Carmarthen, let two small holdings to Mr. J. Evans, Ffynonseiri, the buildings of which were allowed to fall into ruins, at a rent of 25*l.* a year. Mr. Evans cleared away the ruins, drained the wet portion of the land, and reclaimed many acres of it for cultivation, limed it and fallowed it, top dressed the pasture, enhanced the value of the fields by taking down hedges, and spent a large sum of money to improve it generally. A few years afterwards the land was sold for 1,400*l.*, no doubt, were it not for the improvements effected by the tenant, it would not have realised more than from 700*l.* to 800*l.* The tenant received no compensation. (2.) A Mr. Henry Davis came to live at a small place called Blaentir owned by Mr. Brown Edwards. He repaired the house and the cow-shed, erected a new pigstye, raised the hedges, opened the ditches, top-dressed the land with bone and other artificial manures, besides using a quantity of feeding-stuff annually and farmed the latter place so well until it was a pleasure to see it. A few years ago the place was put up for sale. The tenant was obliged to buy or be turned away. He was paid only 2*l.* 12*s.* 6*d.* for the new pigstye.

(3.) A farm on the Derllys Court estate (owned by Dudley Williams Drummond, Esq., Edwinsford), called Glog, was recently sold. The tenant, Mr. W. Lloyd, having spent 400*l.* or 500*l.* in clearing mountain land and in fencing it, no compensation was paid the tenant.

(Mr. *H. L. Stephen.*) There is the same objection to this case.

Chairman.

42,492. There is an objection made; have you any corroborative evidence of that?—I have only the word of the tenant.

Chairman.

Is that taken for what it is worth, or do you object to it altogether?

(Mr. *H. L. Stephen.*) I think we ought to have a man here, or the man's absence ought to be accounted for, at least.

Chairman.

42,493. We must pass that over, then. Is Mr. John Evans in the room? [*No answer.*] Is Mr. Henry Davies in the room?

(The *Witness.*) He is not in the town either. I have his authority to state it.

42,494. Have you it in writing?—No, I have not.

42,495. I am afraid we cannot take it. Is there any reason why these gentlemen are not here to-day?—Mr. Henry Davies, I understand, is groom to the Stud Company.

42,496. Why cannot he come?—I am told that he has the care of an entire horse to-day.

Chairman.

42,497. I do not think it will be possible for the Commissioners to get through all the evidence placed before them to-day, and the Commission, if wished, will re-visit Carmarthen, so that on that occasion, if you consider this evidence of great importance, perhaps you will bring your witnesses with you the next time, and then they will be able to speak to all this evidence and vouch for it if it is correct?—Yes.

42,497A. (4.) Please continue your evidence?—The Blackmore estate was recently sold. The tenants reclaimed a large portion of it, but instead of receiving compensation for their unexhausted improvements by the vendor, they were obliged to pay about 25 per cent. more to the purchaser. But the purchaser has erected some new buildings on the estate.

Name of Farm.	Rent before Sale.	After Sale.	Nature and Value of Improvements done by the Tenant.	
	£	£		
1. Gelly	50	80	Top dressing with artificial manures and general good farming; tenant spent 200*l.*	*See* 42,568, 42,573,
*2. Pentrenewydd	126	130	Clearing a large portion of highlands for cultivation; enlarging the fields; tenant spent about 1,000*l.*	
3. Tyros	79	140	General good farming.	
	265			
Tithes about	20			
*Portion added to 1 and 3.	275	350 Includes Tithes.		

I believe it would be an advantage to tenants if the Agricultural Holdings Act were so amended as to render it compulsory upon a

Chairman—continued.

vendor to settle all claims under it prior to a sale taking place. To settle a grievance respecting the question of rent, I believe that a land court should be established, so that tenants might have a chance of appealing to that court if they should be unable to agree with the agent or the landlord as to the amount of rent to be paid. Considerate landlords would have nothing to fear from land courts, and it may protect tenants against bad landlords. Under the present system the better one farms the more rent one has to pay ultimately. Local rates have increased during the last 50 years by about one half. The increase has been borne by the tenants.

Consolidation.—The average size of farms is about 100 acres. There has not been much consolidation. It was done for the purpose of saving the expense of keeping up dilapidated buildings, and has resulted in decreasing the population. There have been no consolidations of late years, but Danylan, Bolahaul, Ffynonseiri, Green Castle, Pen-y-coed, Forlan, Scuborfach, Parc-y-Vicar, and Lanholewen have been consolidated. Small holders, as a rule, are more able to cope with the depression owing to less hired labour being used.

Cultivation.—Labourers are somewhat scarce, but there is no land going out of cultivation. Hundreds of acres have been reclaimed by tenants, and there is still much capable of reclamation. Considerable change has taken place in the nature of agriculture during the last 40 years, chiefly in arable land being laid down to pasture at the expense of the tenants.

Building, &c.—There is a great lack of dairy accommodation in the district, they being too small and ill-ventilated. Improvements effected are mostly draining wet land, digging up gorsy land, and clearing the same for cultivation by using artificial manures, chiefly phosphate, and by using grass seeds for laying down pasture. In the case of co-operation between landlord and tenant, the former pays for pipes and the latter for labour for draining. I know of no instance where compensation has been given to an outgoing tenant for general improved condition of the farm. There is no right recognised as belonging to tenants to dispose of their interests in their holdings to a solvent tenant to whom a landlord has no reasonable objection. The Act should be amended so as to establish a right to an outgoing tenant to dispose of his interests to any tenant he choses, providing the landlord would have no reasonable objection. The Agricultural Holdings Act in its present form is almost a dead letter.

Game.—Game is preserved by resident landlords. Tenants do not avail themselves of the provisions of the Ground Game Act. The game laws should be amended so as to give to tenants the right of sporting over their farms, and to have the right to dispose of such right should they wish to do so. It is also very unfair that a person who has the right of sporting over a small area of land should pay the same amount of Game License as a person who has the rights of sporting over a large area.

Chairman—continued.

Freeholders.—There are many peasant proprietors in the district who have bought their own holdings and their number is increasing. They have bought them owing to the great attachment they have for their home. They borrow about two-thirds of the purchase money from individuals at from 3½ to 4 per cent. interest. Their condition is generally better. They feel more secure in their holdings to enjoy the fruit of their labours, and therefore farm with more energy. It would be a great benefit to Welsh farmers if the Government would advance money to them at a low rate of interest to enable them to buy their holdings. Tenant farmers and their wives work from morning to night. Their children are not in receipt of wages. The present rents could not in many cases be maintained if wages was paid to their children in respect of their labour. I consider farmers rather too loyal to their landlords as they leave all their creditors to wait until the rent is paid which is often done with borrowed money. A great reduction in rent would be the only remedy against such a state of things.

Cottages.—With regard to cottage accommodation landlords as a rule allow them to fall into ruins, and what remains only consists of two rooms, muck floors, and thatched roofs. Labourers are obliged to live in villages and walk a few miles to their work. I consider that cottages should be rebuilt, and a few acres of land should be allotted to them. Wages have advanced about 100 per cent. during the last 30 years, but wages are not higher in the country in comparison than in the town. The relations between landlords and tenants are mostly friendly.

Mr. *Griffiths.*

42,498. You say you are in favour of arbitration to settle rents?—I do.

42,499. What is your reason for saying so?—Because under the present system a tenant has no voice in the fixing of the rents.

42,500. Do you consider that the rents are generally raised upon the improvements made by the tenants?—Yes, invariably.

42,501. Where did you copy the table from respecting the farms, Plas Isaf, Ffynon Seiri, Penlan, Bryn Tucker?—I had that list from the Land Tax Assessment, and the second list from the tenants themselves.

42,502. Are you able to give me the abatements made on these farms?—There have been some abatements made, but I have no particulars of them.

42,503. To what extent?—10 per cent. I believe.

42,504. The highest?—The highest is 10 per cent.

42,505. You consider that an agent or any valuer cannot value a farm by only going over it once a year?—No, he cannot in my opinion.

Mr. *Griffiths*—continued.

42,506. How many times should he go?—He ought to visit poor land twice a year, because all land grows a little in July and August.

42,507. Some are very early, and some are very late, are they not?—Yes.

42,508. We heard from the last witness three or four went one after the other, and made different valuations. They may have gone at different times of the year?—Yes, undoubtedly.

42,509, You have not given us the original rent, but you have given us the present rent?—128*l.* is the present, and the original was 78*l.* in the table.

42,510. What do you consider the value of digging up gorse land and clearing and preparing the ground, per acre to be?—Well, in the parish of Llangunnock and the mountain land I should say 2*l.* an acre, a very small expense.

42,511. It cannot be done at the present wage, I suppose?—No, not at that I should say.

42,512. Do you agree with the statements we have heard from agents that there are not permanent improvements made by the tenants. You say here, hundreds of acres have been reclaimed by the tenants. That is surely the tenants' improvements?—That is a permanent improvement too.

42,513. You say that there is a lack of dairy accommodation?—Yes.

42,514. Do you not think that it would pay the farmers in the district to send their milk to the factories where they are situated?—I doubt it.

42,515. What is your reason for doubting it?—From a calculation I made myself I find it would not pay.

42,516. Did you send any milk yourself to the dairy?—No, but I knew the price that they were giving at the St. Clear's factory for it.

42,517. Did you measure all your milk?—Yes.

42,518. And calculated what it was worth?—Yes.

42,519. And you calculated that making the butter in the way you did it would pay you better?—Yes, because I was not living near the factory.

42,520. What is the average price you make for your butter all the year round?—Last year it was 12¼*d.*, but three years ago it was 14⅛*d.* That was 1-lb. rolls in Carmarthen market.

42,521. You say with regard to the game that that should vary according to the area of the ground. Do you think it depends more upon the quantity of game than the area?—Yes, but it is difficult to ascertain the quantity of the game killed.

42,522. Are you in favour of labourers having a little land to keep a cow?—I am.

42,523. You believe in what is termed the "three acres and a cow"?—Well, three or four or more acres.

42,524. Do you think it would be an inducement to keep the labourers on the farms instead of running into the towns and villages?—Yes, it would, certainly.

Mr. *Griffiths*—continued.

42,525. They would be more attached to a place?—Yes.

42,526. Do you think that they would be more attached to a place than the farm servants would be?—Yes.

42,527. They can pack up and go, but if a man has three acres and a cow he cannot very well do so?—He cannot go sooner than the farmer, I should think.

Mr. *Seebohm.*

42,528. Following up the last question, how would you arrange this three acres for a labourer, would it not involve sub-letting?—There has been so much consolidation in some parts, whereas if the cottages had not been allowed to fall into ruins there would be more labourers available. If cottages are rebuilt, and some land allotted to them it would do very well.

42,529. Taking your own farm, would you object, if your landlord permitted you, to sub-let the cottage on the farm with a little land?—I do not think a large farmer would object at all, because it would be a benefit to him rather than a loss.

42,530. After all that we have heard this morning about the evil of sub-letting, might that evil be got over by the tenant letting the land with the cottages with the consent of the landlord?—I should say that the landlord ought to let the land, not the farmer. I am not in favour of sub-letting at all.

42,531. Still, I suppose in a great many districts all the land is in the hands of some farm or other?—Yes.

42,532. The land would have to be taken from the farm?—Yes.

42,533. And the farmer might not object to the land being taken from the farm if he had the permission of the landlord to sublet it with the cottage?—No, not at all.

42,534. And the only thing which would be wanted would be the consent of the landlord to the terms?—Yes.

42,535. Another question I want to ask. You say it would be a great benefit to Welsh farmers if the Government were to advance money to them at a low rate of interest to enable them to buy their holdings. We have had that before us several times, and so far as we have gone the evidence has been rather to this point, that all the benefit would not go to the tenant, and the fact that money was to be had by right from the Government to purchase farms would have a tendency to send up the price?—Yes, no doubt, but it would relieve them from the oppression of money lenders, and another thing, they could obtain money more easily. By the present system people do not get money very easily. They find a difficulty in getting money.

42,536. If it was lent by the Government it would be in connection with the sinking fund, would it not?—Yes.

42,537. So that the rate of interest for the time being would be increased?—Yes, no doubt.

Mr. *Seebohm*—continued.

42,538. That would make the apparent rent for the next 30 years rather a higher one, would it not? The 3½ which you mention would hardly be sufficient to cover the sinking fund, would it?—I do not see why it should be given to them on the sinking fund system.

42,539. You think it ought to be permanent?—Yes, the Government lends money to corporations, I do not know why it should not to farmers.

42,540. That is on the sinking fund system you know. It has to be paid after a certain number of years?—Then the sinking fund system would be an inducement in the way of thrift.

42,541. So that after considering all the points all round you still think it would be an advantage if Government were to do that?—Yes.

42,542. Then the only other question is this: you say the Act ought to be so amended as to establish a right to the outgoing tenant to dispose of his interest to any tenant he chose, provided the landlord had no legal objection to him. Have you considered that question all round? Do you think it would end, looking at it from the point of view of the incoming tenant, in his being rack-rented? If he paid the full price for the land to the outgoing tenant, in addition to the rent which he had to pay, he would be a rack-rented tenant, would he not?—No, he would only be selling his goodwill, in my opinion.

42,543. But then with the land-hunger that we are told there is, that goodwill would be far higher here than it is in Ireland?—That would stop some of the land-hunger, no doubt, because people with small capital would not be able to take farms.

42,544. I should think you would require more capital to take a farm if you had to pay a large sum for goodwill?—But I mean people with small capital would not be able to take a farm then.

Mr. *Grove.*

42,545. In your first table you give two instances: Plas Isaf and Ffynon seiri. You say, "tenant improving." What do we understand by that?—Improving the farm generally.

42,546. But in the two others you say "farm improving," whereas in the first two you say "tenant improving"?—It is a misdescription, I believe. It has the same meaning.

42,547. The same meaning all the way down the table?—Yes.

42,548. I thought perhaps in one case the tenant was getting on a bit too well, and the landlord saw him going about with a new suit of clothes, and put his rent up or something of that kind; I did not know what it meant exactly. Now as to this right of sporting. The county council get the benefit of these game licenses, and I should just like to know exactly what is in your mind there. Do you think it might be regulated so that a man should only sport over so many acres of ground, and pay so much license. That is like tying him by the leg, is it not?—The present system is simply a prohibiting tax. It would be no advantage to a small farmer to obtain the right of sporting over his land if he would have to pay 3*l.* or 3*l.* 10*s.* for the licence, because he may not kill so much as that.

Mr. *Grove*—continued.

42,549. But he can obtain a license for 1*l.* can he not, and shoot over so many months in the year?—I did not know that.

42,550. There are different licenses. You are not bound to pay 3*l.*; 3*l.* is for the whole season; I think I am right; if not I can be corrected. You can obtain a license for 1*l.*, 2*l.*, or 3*l.* But the point is, it would be excessively difficult for the Revenue people to follow the acreage that a man is to sport over; therefore, I think it would be almost impossible for them to make a differential rate of that kind. I do not see how it could be done. Do you think there are many cases where a farmer takes a a gun license for 10*s.*, and shoots game occasionally?—No, they do not do it, I think.

42,551. I am very glad to hear it. In our county I am afraid they do, and, therefore, we lose a little bit. Now, you think the Government ought to lend money at 3½ per cent., including the Sinking Fund, do you?—Yes.

42,552. Consols will be down to 2½ in a short time, and you think 1 per cent. would be sufficient?—Yes; quite so.

42,553. I think so too. Do you think they would get more labour settled on the land?—Yes, certainly.

42,554. Do you think farmers in the present depressed times could afford to pay for more labour if they had the cottages?—A few, no doubt.

42,555. I suppose it is a sort of thing that would repay itself in a sense, because you can get extra labour on the land, and make the land more valuable and more productive?—Yes.

42,556. Just one other question. You consider, as a practical farmer, that a values cannot value your land properly unless he visits it at two seasons of the year?—No, I should say he cannot.

Mr. *Griffiths.*

42,557. How about the sleeping accommodation for the farm servants? In your district is it suitable?—There is great room for improvement, but it is better now than it has been.

42,558. Where do the men servants sleep who sleep out?—Well, on some of the farms they sleep in the lofts.

42,559. But we are told in some parts that they partake of the nature of the beasts by being kept there. Are you of the same opinion? It is rather degrading, is it not?—No doubt.

42,560. Then the female servants are kept indoors, I suppose?—Yes.

Chairman.

42,561. There are some questions by Mr. H. L. Stephen: "Who is John Evans's landlord?" I think that is the case referred to on the Coombe estate. Do you know who Mr. John Evans' landlord was?—One of the Morrises of Coombe.

42,562. "Did John Evans tell you whether "his landlord had contributed to any improvements?"—He said he did not.

42,563. "When was John Evans' rent raised? Can you give me the three dates?"—I am not certain about the dates. He could not tell me the exact dates.

Chairman—continued.

42,564. "What was the name of Mr. Loveluck's farm?"—Ffald.

42,565. "When did his lease expire?"—In 1883 or 1884.

42,566. Will you find out which of the Messrs. Morris was Mr. Evans' landlord? Could you find that out and let us know?—Yes, I could. I believe the first one was David Morris, the second one William Morris, and the last one Thomas Morris, who has recently died.

42,567. Would you kindly find out and let me know the exact person who was the landlord of this Mr. Evans?—The first landlord's name is on the receipt there.

The witness withdrew.

Previously examined at 41,675.

Mr. JOHN FRANCIS further called and re-examined.

Chairman.

42,568. You are the agent and the nephew of the Rev. Robert Cole?—Yes.

42,569. What do you want to rebut?—The evidence of the last witness, Mr. Gad Protheroe, with regard to the nature of the value of the improvements done by the tenant.

See 42,497A.

42,570. Which case is that?—The first farm he mentions, in his second table, Gelly. He says: "Rent before sale, 50*l.*; rent after sale, "80*l*; top dressing with artificial manures and "general good farming tenant; spent 200*l.*" I sold the farm some years ago, and then the landlord desired me to go carefully over it, and report to him what compensation the tenant should have. I saw all his receipts for artificial manures which were used, which were superphosphates, and I put the case before them and they thought 10*l.* was sufficient, and he received 10*l.* I sent him a cheque for that amount.

42,571. What did he claim then?—He did not claim anything. I do not think he could have claimed the 10*l.*, because I pointed out to him the advantages of the Agricultural Holdings Act. It was nothing but manures. As to the cleaning of the land I went carefully over every field with him, and if I could have assisted him in sending in a claim that he could have recovered I should have done so. I was in that position. I was asked to do so by the landlord who was selling.

42,572. You say you think he spent 10*l.* in artificial manures. The statement is "top-"dressing with artificial manures, and general "good farming tenant; spent 200*l.*" Have you any reason to doubt that he spent 200*l.* on the farm?—Oh, yes, I have.

42,573. But you have no personal knowledge, except what you saw?—What I saw on the farm at the time, and I have known that part of the country for 26 years. The same remark applies to the farm at Pentrenewydd, where I could not advise them at that time to allow anything. There were no manures used there.

Lord *Carrington*—continued.

42,574. Do you wish from your own knowledge to rebut the fact that the tenant spent 1,000*l.* on the farm?—I should say he would not have spent it in the last 30 years.

42,575. But you do not know; you give your opinion, and we take it for what it is worth?—Very well, if you will take it in that way. I am often in the neighbourhood.

Mr. *Seebohm.*

42,576. May I ask whether you acted for the seller or the purchaser?—I acted for the seller.

42,577. And when this 10*l.* was given before the sale, in consequence of the sale?—Yes, on my recommendation.

Mr. *Griffiths.*

42,578. Are you in a position to state that this tenant of Gelly made no permanent improvements on this farm?—Not but what he had the full benefit of. It was such very poor land that if you left it alone in three years it would run as foul as it was before, a great portion of it.

42,579. How do you think he had the benefit of it?—In the sense that if you allowed the land to run foul, in three years it would be as bad as it was before. Unless you keep that land fairly well, all the time it will be worth very little, or worth nothing to you.

42,580. But if the land is kept in a good condition it will improve very much?—I quite see that; but if you improve the land so that it will continue in that state for 30 years, that is a very different thing to improving the land so that it will continue in that condition for three years. That is what I wanted to explain to you.

The witness withdrew.

Mr. David Howell Thomas called and examined.

Chairman.

42,581. Have you anything to say?—Yes, I am agent for the Coombe estate. With reference to the statement of John Evans, I have only been agent for the last three years, and I cannot speak to this evidence. I did not know it was coming before the Court, and I cannot speak as to how many times he had a rise in his rent, but I see the rent down here now is 128*l.* It is 110*l.* that we have got it down at in the rent-book.

42,582. Has it ever been 128*l.*?—Never.

42,583. What is the rent now?—110*l.* now. Then with reference to the part that Mr. Prothero has just spoken of, these farms of Pentrenewydd and Tyros, Mr. Morris bought these farms. With reference to the rent of Tyros, there was a very old lease of this farm. I may tell you that the farms have been altered altogether. The rents of them have nothing to do with the old rents as regards the acreage of the farms. They are different acreages now to what they were before they were purchased.

42,584. Are they larger or smaller?—Some at Pentrenewydd has been put to Gelly, and also some of the Pentrenewydd to Tyros. The three farms have been made more equal as regards the rent.

42,585. Is Tyros a bigger or larger farm than it was?—A larger farm now than it was before. As to Tyros there was an old lease, and the rent was then 70*l.* I believe the rent was to have been raised to 90*l.* the year the farm was sold. Mr. Morris paid the landlord 10*l.* a year for the sporting rights on the farm. The rent of Gelly farm now, instead of 80*l.* as in the schedule here, is 75*l.* The rent of Pentrenewydd is 130*l.* and the rent of Tyros 135*l.*

Chairman—continued.

42,586. Are you in the habit of charging additional sporting rents as well as the agricultural rent on your estate?—No.

42,587. Then why is he charged 10*l.* for the Tyros farm?—Mr. Morris took the sporting rights off the landlord before he became the landlord, before he bought the farm; he paid the landlord 10*l.* a year for the sporting rights.

42,588. We shall be in Carmarthen again, and you shall have an opportunity of giving further rebutting evidence, if you wish?—Thank you.

42,589. This is a question by Mr. Llewelyn Williams: "Do you not know that Mr. Evans "holds Bola and Bolahaul farms, and that the "combined rents come to 128*l.*?"—Mr. Evans holds two farms called Ffynonseiri and Penlan, and those come to 110*l.* a year.

42,590. "Can you say what compensation "was paid to the tenants of Pentrenewydd and "Tyros?"—I do not know that any compensation was paid. I may tell you that on Tyros we are spending 365*l.* in repairs. The outbuildings had got into a frightful state, and they were practically tumbling down, and those have all been pulled down. We spent 365*l.* I daresay with extras it will run into 400*l.*, and on Gelly we shall be spending, I expect, about 200*l.* this year.

42,591. "Do you know that Bolahaul was "included in Mr. Protheroe's statement as to "the rent of Ffynonseiri?"—I do not see anything about Bolahaul. Bolahaul is a separate holding altogether.

The witness withdrew.

Mr. P. Thursby Pelham called and examined.

Chairman.

42,592. Where do you live?—At Abermarlais Park in the parish of Llansadwrn, in the county of Carmarthen.

42,593. How far is that from here?—21 miles or so from here.

Mr. *Griffiths.*

42,594. What is your address?—Abermarlais Park, Llangadock.

Chairman.

42,595. What do you wish to say?—I wish to rebut and explain certain printed evidence which has been sent to me with regard to certain statements by Mr. Llewelyn Williams here present, with regard to a farm called Brown Hill in the parish of Llansadwrn forming part of the Abermarlais Estate, and at present in the possession of Mrs. Thursby Pelham, my wife.

See 37,825.

42,596. Who owns Brown Hill now. Is it your farm?—Brown Hill is owned by Mrs. Thursby Pelham, my wife, under her marriage settlements. She has the life interest. I am first contingent remainder man. It is occupied by the stepfather of Mr. Llewelyn Williams.

Chairman—continued.

42,597. It belongs to Mrs. Pelham?—Yes.

42,598. And is occupied by the stepfather of Mr. Llewelyn Williams?—Yes, namely, Mr. Rees Lewis. Perhaps I may be allowed to say that besides certain rebutting evidence of Mr. Llewelyn Williams' statement, I should be glad if the Commission would hear one or two facts at any time at their convenience with regard to fixity of tenure.

42,599. I am afraid we must keep entirely to the rebutting evidence please. We have a great many other witnesses down for hearing, and we must conform to the proper procedure?—Quite so, my Lord. Then I will begin with Mr. Llewelyn Williams' statements with regard to Brown Hill. It comes about the fifth paragraph. Shall I read that?

42,600. No. Kindly rebut what you say is not correct?—"The dwelling and outhouses were

Chairman—continued.

" built in 1801, and are, I believe, considered " models of their kind." There Mr. Llewelyn Williams stops, but he quite fails to state that this model house and buildings were erected entirely at the cost of the then landlord, Captain Foley, and not by the tenant at that time at all. In fact there was no tenant, because it was part of the home farm, and there had been no previous house and buildings there. That is the first part.

42,601. But I think you agree about that. The dwelling and outhouses were built in 1801, and Mr. Llewelyn Williams' grandfather took Brown Hill in 1830, so they were built 29 years before he went there, and they were considered models of their kind. Is that right?—That is so, but Mr. Llewelyn Williams goes on to say that he believes the land was for some time of prairie value. Nearly at the beginning of a long paragraph it is mentioned that " An English- " man named Abbott was the immediate pre- " decessor of the grandfather of Mr. Llewelyn " Williams, but he was completely ruined and " died in the workhouse." There it stops. The fact of his being ruined and having died in the workhouse is quite correct, though Mr. Llewelyn Williams' evidence is entirely hearsay on the point, as is also mine, the only difference being that his witness is dead and mine is very much alive, though 87 years of age. My witness, the oldest tenant on this estate has informed me that Mr. Abbott indubitably did die in the workhouse, and was reputed to be a very good farmer in his day, that he kept his farm, the then portion of the home farm sub-let, in a very fair condition, and that his ruin and death in the workhouse were not due to losses incurred in due course of agriculture in Wales, but to other causes. This is all hearsay, only my witness is alive and his is dead.

42,602. There is no doubt this gentleman died in the workhouse, is there?—No doubt. The farm which is stated to be of prairie value was in fact a portion of the home farm of the old estate. I have this from documents in the possession of the family solicitor; it remained in a state of good cultivation in the personal occupation of Captain, afterwards Sir Thomas Foley, and his wife from 1805 to 1811, 19 years before a lease now referred to and executed in 1830, was granted for three lives to the grandfather of Mr. Llewelyn Williams. The grandfather aforesaid only held the lease for lives at a rent of 250*l.* a year, as stated here, for 12 years or thereabouts, after which, either with or without leave, I do not know which, from the landlord, he surrendered his lease to his son of the same name, the father of the present Mr. Llewelyn Williams, who gave evidence at Llandilo, on condition that 30*l.* a year extra should be paid to Mr. Williams, senior, by his son beyond the rental. That money was paid until the death of the grandfather—it does not matter very much when—oh, yes, it does—it was in the spring of 1870. Now, then, Mr. Llewelyn Williams takes another point; that in 1870 a lease was executed in favour of his own father for 21 years, and that this lease was dated back to Michaelmas of the year before 1869, and that the landlord therefore received half a year's rent at the increased value of the new letting under the 21 years' lease beyond that which he ought to have received under the 30 years' lease.

Chairman—continued.

42,603. He says: "In 1870 my grand- " father died, and the lease was therefore " determined." Where does it say that the lease was put back?—A little further down it says: "The lease produced was signed on " 30th August 1870, but was to date from the " 29th September 1879;" that is evidently a misprint; it should be 1869.

42,604. But is that the fact?—Perfectly, that is the fact. The lease was ante-dated because it was the custom on the Abermarlais estate always to have Michaelmas leases, but the increased rent on the new lease was not charged until it became due under the new lease, so that the landlord received no value whatever. Mr. Llewelyn Williams has received a letter correcting this from his own stepfather, since he gave his evidence.

42,605. You say the increased rent began on 30th August 1870?—Yes.

42,606. And not on the 29th September 1869?—Not at Michaelmas of the previous year, but at Lady-day of the subsequent year.

42,607. Lady-day is in March?—Lady-day is in March.

42,608. And the lease produced was signed in August?—It was dated back to August, but it really was executed in March.

42,609. Let us understand this. The lease produced was signed on 30th August 1870 Did you charge the increased rent from Lady-day?—No.

42,610. Then we understand that till Michaelmas 1870, no increased rent was charged for that farm?—That is so. I have this from documentary evidence shown me the day before yesterday volunteered to me by the stepfather of the gentleman who has given evidence. I think the next point is that Mr. Llewelyn Williams, in speaking of his father taking the Brown Hill farm on a 21 years' lease at an increased rent, says this: " He knew very little " English, and being at the same time 45 years " of age, &c." I think I ought to say a word or two about that.

42,611. Did Mr. Williams' father know much English?—He was perfectly conversant with English for all purposes of business. I knew him well, and he was not only an exceedingly shrewd man in business, but he was a man very much looked up to and of great weight in the country.

Chairman.

42,612. I only want to ask you this. Mr. Williams says he knew very little English, and being at that time about 45 years of age he

Chairman—continued.

would have found it extremely difficult to settle down elsewhere. Now what do you wish to rebut there?—Upon that I want to rebut this, that if the late Mr. Morgan Williams had wished to settle in any part of Great Britain, he was such a shrewd and capable man of business, and sufficiently conversant with the English language also, that he would have thriven where a Yorkshireman would have starved. He was a very shrewd man and thoroughly knew his work.

42,613. And you do not consider that, being 45 years of age, he would have found it difficult to found another home?—Not the slightest, unless he was handicapped by a large family. I have only two other points. One is a very small matter. It was with regard merely to the orchard which has been described as having been planted by the grandfather, and being a little paradise. I inspected it the other day. I have seen it for the last 20 years, and it is simply the ordinary very small orchard and a few trees which generally accompany the ordinary farmhouse, and I may say that none of the timber in the place has ever been used by the owner for any other than purposes connected with that farm in particular. The occupiers have derived all the benefit of from it. The occupier has had the full benefit of everything he has done, though the trees, I must say, looked a great deal older than could have been grown in the time.

42,614. With regard to the trees in the orchard, do you rebut that?—The orchard and the garden of leeks and potatoes are all in one.

42,615. Do you wish to deny that he has planted trees in the orchard?—Oh, no.

42,616. And do you deny that the garden is a little paradise?—I do. Well, "paradise" is such a comparative term. If a certain number of leeks and potatoes, and occasionally a few cabbages, can be called by a stretch of imagination a paradise, very well; but those are all I usually saw in it, and the whole paradise occupies about half an acre.

42,617. Is there anything else?—With regard to the re-letting at the expiration of the lease for 21 years, which occurred at the end of 1890.

42,618. He says "In 1890 the lease expired and during the 20 years not a single penny was given in abatements;" is that the fact?—That is the fact. I never advised the landlady to give temporary abatements—never.

42,619. "In 1872 or 1873 I believe the foot "and mouth disease caused wide-spread, and in "many cases, ruinous loss among farmers, I know my father lost considerably" do you deny that?—I do not deny it, for I do not know, I can only say that we have never had a single complaint from the tenants of Brown Hill since our connection with it 22 years ago nor have we been asked for an abatement of any kind.

42,620. "I know that on more than one "occasion cattle had to be resold at low prices "in order to meet the rent," do you deny that?—I do not deny it for I do not know.

Chairman—continued.

42,621. "One year I well remember, about "1878 I think, our most valuable carthorse was "sold for 60*l.* in order to pay the landlord." Is that right?—We have never heard of it before it appeared in print here.

42,622. I only want to know what you do rebut?—I cannot say.

42,623. "I do not believe that the full half year's rent was not paid on the day of the rent audit throughout that period." Has he always paid his rent?—Always.

42,624. "My father, however, had died before "the expiration of the lease." Is that the case?—He had.

42,625. "And my mother had married again "to Mr. Rees Lewis, the present tenant." Is that right?—That is so.

42,626. "Mr. Lewis, however, in 1890 was in "a more independent position than my father "was in 1870." Is that right?—I am not aware of it.

42,627. "He is the owner of one or two farms "in the parish of Llansadwrn, and possessed, "therefore, more freedom to contract with his "landlord. Nor, possibly, was he sentimentally "attached to Brown Hill in the same way as "my father was." Is that right?—He authorises me to say that he has two small farms in the parish of Llansadwrn, but that so far from he himself having used coercion to have a revaluation of his farm, it was I myself who simply proposed it to him before the expiration of his lease, according to our invariable practice when long leases are ended.

42,628. We will come to that in time. "He refused to accept the farm without a new valuation." Is that true?—He did not refuse any such a thing.

42,629. "The landlord appointed a valuer of "his own—a gentleman from Pembrokeshire—"who valued the farm at 280*l.*, which is the "present rent." Is that right?—That was the valuation, but the landlord did not appoint this person. It was by our mutual arrangement out of 3 or 4 landvaluers whom we amicably settled upon.

42,630. "For 20 years, 40*l.* a year had been paid more than the land was worth." Is that your opinion?—It was not so. The land had produced 40*l.* more than the new valuation; I agree with that thoroughly. Mr. Rule Owen told me that he took my own valuation at the end of the lease, with the rider that he would only have reduced it 20*l.* but for the present very low rate of cereals; and he recommended me, if cereals happened to go up in course of time, if I, as general manager for Mrs. Thursby Pelham, thought fit, to put on 20*l.*

42,631–2. There was a man who offered 320*l.* for the farm?—No.

(Mr. *Llewelyn Williams.*) Mr. Pelham was not the owner then.

Witness.

This man had nothing to do with the original offer. He is a comparatively young man.

Chairman—continued.

(Mr. *Llewelyn Williams.*) Mr. Foley was the owner in 1870, I think.

Witness.

It was before my day. I have only knowledge of these matters since 1872.

Chairman.

42,633-4. Then you do not rebut that?—I really do not know anything about it.

42,635. Is there anything else?—Not unless the Commissioners like to hear any facts about what has been spent on this farm since we have had it.

42,636. I do not think so. I think the only question between you is a question of degree. You say the garden is not a little paradise and that there is a mistake as regards the increase of rent which was paid in 1870 instead of 1869, and you consider that in the old days, in the early part of the century, the land was well cultivated?—And was not of prairie value previous to 1830.

42,637. The opinion of the tenant of the farm is that it was. That is apparently the point?—Both matters being hearsay, as neither Mr. Williams nor I was born at the time.

42,638. Both matters being hearsay, and therefore we take them for what they are worth. I do not think really practically there is very much between you. There is only the question whether the garden was a paradise or not, and about the 12 months' difference of rent, which has been acknowledged to be a mistake as I understand?—And also, I think, about the coercion for a revaluation; that is something.

42,639. The revaluation you do not speak to?—Yes, I do to the coercion in 1890. Mr. Llewelyn Williams makes out that I was coerced by the present tenant.

Professor *Rhŷs.*

42,640. You say it was by mutual arrangement?—It was made by an amicable arrangement according to the regular system on the estate.

Chairman.

42,641. These are questions by Mr. Llewelyn Williams: "Do you suggest that because Mr. Morgan Williams, senior, received 30*l.* a year for eight years out of the profits of a holding which he and a numerous family held for 32 years, his son should therefore pay 40*l.* too much for another 20 years?" Will you just read that through; it is a long question?—I think I can follow it quite well without reading. I cannot rebut that from personal experience because the matter did not come under my immediate attention in those days, but I can only mention that the man who relet that farm at the increased rent mentioned repeatedly, stated to me that he was very much blamed by neighbouring friends for having let the farm

Chairman—continued.

20*l.* too cheaply. That is merely hearsay. I have no personal knowledge.

42,642. "Is not the acreage of the farm 257 acres?"—The acreage of the farm is 270 acres odd on the new survey.

42,643. "Can you deny on your own knowledge that the farm of Brown Hill was offered to Mr. Morgan in 1823 for 20*s.* an acre?—I have no knowledge whatever.

42,644. You have no knowledge whether it was refused?—None whatever. I remember Mr. Morgan was dead, but I have no knowledge of the facts. It was before my day.

42,645. You have no knowledge that Brownhill was offered to Mr. Morgan in 1823 for 20*s.* an acre and that he refused it because it was not worth it?—No, I do not know that.

42,646. "Is it not the fact that the farm was "unlet for two or three years before it was "taken in 1830?"—I was not born then, and I do not know. I have never heard, and I have never asked the question. These are quite new matters to me.

42,647. Then you do not deny that statement?—I neither deny it nor affirm it. I have no knowledge. I do not acknowledge it, I do not affirm it, and I do not rebut it, for I have no knowledge.

42,648. "Do you know that the lease of 1870 was only signed on August 30th, 1879?"—Yes, I believe it to be the case; in fact, I saw it. It was shown to me the day before yesterday. It was put back.

42,649. "It was signed in August, and it dated from the previous Michaelmas?"—Yes, that is so, but without carrying an increased rent with it.

42,650. "Did not this new lease bind Morgan "Williams, junior, to pay 320*l.* rent from "September 1869?"—I cannot tell you, for I have never read the lease. I know, or I have been informed, the terms of the lease were very stringent, and that we have ameliorated them voluntarily to a very considerable tune.

42,651. "The original lease was very stringent?"—The 21 years' lease was a very stringent lease.

42,652. "And threw back to Michaelmas the previous year?"—It threw back by date, though not carrying rent.

42,653. "If the addition of 70*l.* was not "paid to the landlord, the payment could if "necessary have been enforced?"—No; there was a special codicil or clause attached to the lease, releasing the tenant from any such payment.

42,654. I thought you told us you had not seen the lease?—I saw, but did not read it. The codicil was pointed out to me by Mr. Lewis, the present tenant, the day before yesterday. He gave me the facts, and I declined to go through it.

42,655. "Did you see the garden in 1870?"—In 1872, not 1870.

42,656. Have you anything else to say?—Nothing in the way of rebuttal.

The witness withdrew.

Mr. William Llewelyn Williams recalled and further examined.

For previous examination, *see* 37,822–38,021.

Chairman.

42,656A. Do you wish to make any further statement?—I can only say with reference to the prairie value of Brown Hill in 1830, it was a matter of common report in my childhood and up to the time I left home, that it was offered to a man named Morgan in 1823. His son-in-law, Mr. Bevan, County Councillor for Llansadwrn, told me that it was offered to Morgan in 1823. I have his letter here. I can produce it if necessary. It was offered to him in 1823 at 10*s.* an acre. The acreage, according to the lease, was 257. It transpires now that it was more but according to the lease it was 257, and therefore it was offered to Mr. Morgan in 1823 for about 120*l.* to 130*l.* By 1850, though certain portions were taken away from the farm, the rent had increased from what it was offered to Morgan in 1823 to 250*l.* The local phrase for the state in which the farm was in before 1830 was *porfa adar*, pasture for birds. I consider

Chairman—continued.

therefore that I was justified in saying that it was through the labour of my grandfather and his children that the land was increased from that value up to 250*l.* a year in 1850. With regard to the end of the second lease in 1890 I can only state that I had many conversations with my stepfather, previous to the expiration of the last lease, and that my stepfather told me distinctly, years and years before the lease came to an end, that he would not on any condition remain at Brown Hill unless a reduction of rent was granted him. I accept Mr. Pelham's statement that he may not have said that to Mr. Pelham, but that Mr. Pelham himself approached the tenant and not the tenant Mr. Pelham. I quite accept that, but I wish to justify, what I said myself that it was in that way I understoood it. I know that for years my stepfather told me that. That is all I have to say.

The witness withdrew.

Chairman.

I am requested by my brother Commissioners to express our thanks to the County Council and to the Mayor of Carmarthen for their courtesy in putting this commodious hall at our disposal, and my brother Commissioners wish me to express the gratitude that we feel to those gentlemen who have gone to such trouble in preparing the evidence in the county of Carmarthen. The Commissioners hope that the

Chairman—continued.

example of those gentlemen will induce others in counties where evidence has not yet been taken to do the same. We are under great obligation to those gentlemen for all the trouble they have taken; it has considerably lightened our labours, and I believe has been a good thing for the Commission and in the interests of the whole truth coming out. We now stand adjourned to Monday morning at Cardigan.

Adjourned to Cardigan.

FIFTY-FIRST DAY.

Second Court.

The Assembly Rooms, Carmarthen, Saturday, April 21st, 1894.

PRESENT :

Lord KENYON (IN THE CHAIR).

Sir JOHN DILLWYN LLEWELYN, Bart. | Professor RHŶS, M.A., LL.D.

Mr. RICHARD JONES.

Mr. HENRY ANTHONY JEREMY called and examined.

Lord *Kenyon.*

42,657. Where do you live ?—At Blackwood, Monmouthshire.

42,658. Are you a tenant farmer ?—No.

42,659. What is your profession ?—I have been the Liberal organiser for Carmarthenshire for the last eight years.

42,660. The Liberal election agent ?—Yes, Liberal election agent, registration agent, and general Liberal organiser.

42,661. Would you proceed with your evidence ?—I have visited, I can say, every parish in the whole county, in fact I have attended committees in every parish throughout the whole county. I therefore claim that I have a little knowledge of the whole county. The majority of farmers are very industrious, and live very hard. Their children work at home and receive no pay whatever, they only get their clothing and a little pocket-money. They are supposed to have a little when they marry, but owing to the limited resources of their parents their portion is very meagre. Their living is exceptionally raw. They hardly have the taste of fresh meat, &c. from one end of the year to the other. Their food consists of salt bacon, skim milk, butter milk, Welsh cheese, which is sold at the rate of from 20*s.* to 25*s.* per cwt., oatmeal, and vegetables ; a meal of fresh herrings, when sold at the rate of 6*d.* per dozen, is looked upon as a feast. They are in great dread of their landlords, and are afraid to speak out. At the time of elections the system of espionage has been resorted to, and was resorted to even at the last election, and tenants have had to suffer. The shameless evictions of 1868 still terrify tenant farmers. The heartless treatment suffered in the past make them very apprehensive of the future. Some tenants were even intimidated at the last bye-election in West Carmarthen, and were asked not to go to the poll. I have received scores of letters informing me that they were afraid to attend a Liberal meeting or to call at that committee room on the election day and assuring at the same time that they would vote straight. In the year 1880 I myself, at 1.30 a.m., met 39 voters in a disused building in the middle of the country, and in order to convince them of the secrecy of the ballot conducted a sham election ; so much afraid were they of their landlords that they dared not come to a public meeting, nor be seen with me. Land-hunger is an indisputable fact. The bringing up of farmers seldom adapts them for pursuits other than agricultural. Their aversion to roaming and their tenacity to home customs and institutions, social and religious, are facts which are undoubtedly taken advantage of by unscrupulous landlords. The consolidation of farms, to wit, Glantowey, Barley-Mount, Derimoelon, Dryslwynfach. Farmers complain of their rents being too high ; great disparity exists as to rents paid on land of equal value, even rents on the same estates differ, old takings are moderate, but on a change of tenancy the rent is considerably raised. This is often the case when one of the children succeeds the parent. Remedies suggested : (*a.*) There should be uniformity of rentals. The one that has to pay an exacting rent is doubly pressed. The rateable value as a rule follows the rental. Temporary sympathy shown in abatements, though very much welcomed and appreciated by tenants, is no real remedy ; abatements are alms, the recipients of which lose their independence, and are involuntarily reduced to the abject state of serfdom ; bestowing favors in lieu of granting rights cannot have a healthy outcome, and will eventually act unfavourably on all concerned. (*b.*) Leases should not be encouraged, they may afford temporary security, but land is impoverished at their expiration. Farmers will naturally take from and not improve their holdings during the last year of their tenancy. (*c.*) Re-adjustment of taxation. Land has to bear the brunt of local taxation at present. The basis should be altered. The occupier of a farm that is assessed at 100*l.* has to contribute more to local rates than the landlord or the professional man, whose income varies from 600*l.* to 1,000*l.* Now this entirely ignores the great principle which is laid down by political economists, the weaker

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

is overtaxed and the stronger undertaxed. (*d.*) The transfer of land simplified and made cheaper; extortionate charges in the transfer of land, cripple the seller and the occupier. (*e.*) More facilities for building purposes; exorbitant prices demanded for building sites are detrimental to the development of local industries. (*f.*) In cases of insolvency preference should not be given to landlord's claims. Priority of claims is an inducement to landowners to exact rack-rents, and is prejudicial to the interests of good farmers. (*g.*) Fair compensation for tenants' improvements. On change of tenancy this should be paid by landlords. When a farm is sold the seller should be made to compensate; the purchaser buys the land in its improved condition, and it is unreasonable that he should be charged for improvements for which he paid in the price given for the farm. (*h.*) Waste land should be cultivated. Government should compel owners of waste land to have it cultivated, and if necessary should assist in cultivating it. This would be an additional source of revenue to the country, would find additional employment to agricultural labourers, thus saving the depopulation of rural districts, and would aid in meeting the demands for land. Government, under certain restrictions, should advance money at reasonable interest to farmers to buy their own holdings. (*i.*) Land courts should be established, having full power to arbitrate between landlords and tenants; some kind of a sliding scale system should be established, whereby rents could be regulated by the prices of stocks and crops. Land courts not to be made absolute, but should be the resort for protection to tenants against exacting landlords, *i.e.*, land courts should be to good tenants what the penalising clauses in agreements are to good landlords. It has been argued, and very properly too, that penalising clauses are never acted upon except when necessary. The landlord has his protection; why not grant the same to the tenant? The desire of a land court or its equivalent has been over and over again most emphatically expressed by an overwhelming majority of the Carmarthenshire peasants; temperance, church, and land questions were the three prominent local questions that have influenced the electors in all the elections since 1880. Special prominence was given to the land question in all the addresses of the Liberal candidates; so much prominence was given to the land question during the contest between Emlyn and Powell in 1885 that a leaflet was issued from the Central Liberal Committee contrasting the votes of the two *re* the Bill and its amendments. After the distribution of that leaflet the result of the poll became a foregone conclusion. I heard Mr. Powell, a very keen observer of men and of things, attributing his grand success at the poll of 1885 to his being in touch on the land question with the farmers. All his addresses and speeches prove that he was an ardent land reformer, and was in favour of the legislation to afford protection to the deserved.

Lord *Kenyon*—continued.

42,662. Have you any any evidence of those evictions in 1868?—No, I was too young.

42,663. It is only hearsay?—Hearsay.

42,664. How long has the complaint against too high rents been in this county in your recollection?—Ever since I remember, my Lord.

42,665. What waste land is there? What do you term waste land?—Mountainous land, uncultivated land.

42,666. Do you suggest it could be now profitably cultivated as things are?—I do.

42,667. What do you mean by cultivation, ploughing it up?—Yes, and fertilising; cleaning it.

42,668. You know it has been tried in some cases, and allowed to fall back in the same state?—Yes.

Professor *Rhŷs.*

42,669. We have heard a great deal since we began this Commission about good and bad landlords, and we are beginning to have a general idea of what it means. Do you say you have many bad landlords in Carmarthenshire. I do not want you to name them?—I do not mean to say that the majority of what we call landlords in Carmarthenshire are bad. What I mean by the term "landlord" is a gentleman who has a rental of say 600*l.* a year at least.

42,670. Who owns something like 500 or 600 acres?—Yes.

42,671. That would make the number rather large?—Not so large in Carmarthenshire.

Mr. *Richard Jones.*

42,672. When you refer to waste land, Mr. Jeremy, do you refer to mountain land with a high situation, or do you refer to common land with a low situation?—To both.

42,673. Do you think that mountain land with a high situation can be profitably cultivated?—They tell me that even Llangeler mountain has been profitably cultivated; that is not far from Llandyssil, between here and Newcastle Emlyn.

42,674. Is it under cultivation?—Some of it, and what is under cultivation pays well for the cultivation, and grand crops are produced.

42,675. The soil then must be more fertile than it is in Montgomeryshire?—I do not know anything about Montgomeryshire.

Sir *John Llewelyn.*

42,676. Have the tenant farmers as a rule any capital to deal with?—Not large.

42,677. So that the rents generally come out of the year's produce?—And unfortunately they have to borrow to my knowledge to pay the rent. I am afraid that there are many of our farmers of the present day on the brink of insolvency.

42,678. Because last year, 1893, was such a very bad year?—Yes, and the year before too.

42,679. Two years running?—Yes.

Sir *John Llewelyn*—continued.

42,680. That would probably account for their not having much to give to their children at the time of their marriage?—That has been the case for the last 20 years.

42,681. Have you not many instances in which the children have been brought up to the higher professions?—A few. Some have been brought up to the church, to my knowledge.

42,682. And the law?—Very few, but some have.

42,683. The Secretary of this Commission comes from this county, I think?—Yes; not as many to the law as to the church.

42,684. And as medical men?—A few.

42,685. There are some very bright examples, I think, from Carmarthenshire?—Yes, there are.

42,686. With regard to the cases of consolidation of farms, is that frequent in the county of Carmarthen. Are there many cases of consolidation of farms?—Well, I have been told there are.

42,687. You spoke of some of your own knowledge. You gave a list of some?—Yes, I did, on the estate of Lord Cawdor, and very good farms they were too.

42,688. Do you know the reason of the consolidation?—My impression is that it was the agent's idea of having large farms. He was a Scotchman. That is my impression, but I should not like to speak positively.

42,689. Of course that would be the adding together of small farms to make them larger?—Yes, and they were adding small farms to farms that were very large already, for instance Bremenda-Isaf and Bremenda-Ucha, they are very large farms, and they are good farms.

42,690. What became of the buildings in the instances you mention?—There are labourers living in some of the old houses.

42,691. The consolidation was not for the purpose of destroying the old buildings?—No, I do not think so.

42,692. Those buildings are still inhabited?—Yes, to a certain extent, but the buildings were in rather a dilapidated state.

42,693. Do you quote that as a bad thing?—I do really.

42,694. Kindly give me your reason why?—Because you deprive so very many families of a chance of livelihood.

42,695. I understand you the houses are still inhabited by people who are acting as agricultural labourers, so that there are an equal number of men employed upon the land, but one man would take the profits, and pay the rent?—Perhaps I made a mistake. There are two or three of the houses inhabited, I believe, by men who work on the railway, or were sometime ago, at any rate, and other houses are inhabited by widows. One of them is a clergyman's widow.

42,696. If you think it a bad thing how do you think it could be prevented, supposing there was a land court. I want your remedy for what you think an evil?—Improving the land, and renting it at a fair rent to tenants.

Sir *John Llewelyn*—continued.

42,697. Improving the buildings for one thing?—Yes.

42,698. At whose expense?—At the expense of the landlord. As a rule small farms pay better even to the landlord himself than big ones.

42,699. Is there a larger demand for the big or the small farms?—The larger demand by far is for the smaller farms. I can mention this of my own experience. Fortunately or unfortunately about three years ago I bought a little farm about 62 acres; the tenant was not under notice, and he is there still. In less than a fortnight I had 31 applications for that farm, although the tenant was not under notice by the landlord, and he is there still. I only just quote that as an instance of the land hunger.

42,700. That land hunger would be greater for the smaller farms than for the larger farms?—Yes, certainly; and even larger farms create it.

42,701. Do you not think there must be some special reason for the cases you mention in which there was consolidation?—Fancy, I believe, more than anything else.

42,702. Because, I think, the landlords are generally alive to their own advantages?—I think they are.

42,703. I do not think they would as a rule consolidate if there was greater demand for the smaller farms. Is consolidation at all common on Lord Cawdor's estate You have spoken of certain instances?—Certain instances I am absolutely certain of. I know, Sir John, they are not common on your estate, because I live near it.

42,704. Where do you live?—Now at Blackwood. I used to live at White Mill, Abergwili, near Hendre-hedog.

42,705. Do you know whether consolidation goes on now?—I do not think it does now. I do not know of any instances.

42,706. Then you spoke strongly against the system of giving abatements. You used these terms—that it involuntarily reduces the tenant farmers to a state of serfdom. Is not that rather an unkind thing to say of the tenants themselves?—I qualified that.

42,707. It is a matter of opinion?—I qualified that in my statement.

42,708. I thought it rather unkind to the tenant-farmer as well as to the landlord?—This is what I said: "Temporary sympathy shown "in abatements, though very much welcomed "and appreciated by tenants, is no real remedy."

42,708A. Why?—According to my idea "Abatements are alms, the recipients of which "lose their independence, and are involuntarily "reduced to the abject state of serfdom; "bestowing favours in lieu of granting rights "cannot have a healthy outcome."

42,709. You put the reduction as a matter of right?—Certainly.

42,710. Assuming that land is let below its market value, do you think it is a matter of right to the tenant to get a permanent reduction?

Sir *John Llewelyn*—continued.

—I do not like the word "reduction" at all myself.

42,711. I am speaking of permanent reductions. Abatements are temporary. You do not like the word "reduction"?—I do not.

42,712. What do you like?—What is right and fair. If it is a permanent reduction it makes a difference. I withdraw that.

42,713. When an abatement has gone on for years by mutual arrangement is that not done upon an average of good and bad years?—I cannot say.

42,714. No two consecutive years are ever the same?—No, I am aware of that.

42,715. I think you have given us a sliding scale as a remedy?—Yes; say you have a sliding scale, the sliding scale exists at the present rate, tithe rent-charge, and so on.

42,716. You think that ought to exist also with regard to rents?—Some kind of sliding scale. I say the rent should be regulated to a great extent by the price of crops and stock.

42,717. A self-acting sliding scale?—A self-acting sliding scale.

42,718. Now to come to the question of the waste lands. Would you specify the cases that are in your own mind. What instances are there in your own mind?—I cannot specify, only my experience in travelling over the country in Carmarthenshire.

42,719. Surely there are some parts of Carmarthenshire totally unsuited for agriculture?—Yes, and some should be cultivated according to my idea and the idea of the people who live in the immediate neighbourhood. I have visited every parish throughout the whole county. I have attended committees in every parish in the county of Carmarthen.

42,720. And probably you know in some parts of the county some enclosures have taken place under the existing Acts of Parliament?—No, I cannot say that I do know.

42,721. Was there not an enclosure at Llanybyther?—Yes, I think there was. I should not like to be certain on that point.

42,722. Are you aware that under the existing laws, that is to say, the Enclosure Acts, there are opportunities for cultivation of what is now called the waste lands?—Yes, I am aware of that.

42,723. You think those opportunities might be extended?—I do.

42,724. May I suggest to you that there is machinery by which it might be done through your local authorities?—Certainly there is, but that machinery is not taken advantage of.

42,725. You recommend to the Land Commissioners that there is an opportunity for the extension of those in the county of Carmarthen?—Yes, and we should be very glad if it was put in motion.

42,726. We should be very glad if you were to give us the names of the places which you think would be usefully enclosed?—I should not like to speculate.

Lord *Kenyon*.

42,727. You are a generaliser?—Yes, I am a generaliser, and I should not like to specialise. If you will allow me I should like to say I have heard it complained over and over again, not once, not twice, but 20 times, that Emlyn Park should be better cultivated.

42,728. Where is that?—Near Golden Grove.

42,729. Is not the farm a model farm. You mean the park?—Yes.

42,730. Is that some of the waste lands you are speaking of?—No. I was not speaking of that land; only you pressed me, and then of course, I say that.

42,731. I am only anxious to get at what is in your mind?—That was not in my mind.

42,732. Nor could it come under the category of waste lands?—No.

42,733. That is a piece of private property which is used as a park?—Yes.

42,734. And some of the neighbours think that ought to be made up into farm land?—Not many, but some of them. I did not hear them say that, but they say it should be cultivated. I have heard that in public meetings.

42,735. I will not suggest to you it is not cultivated. It carries sheep as well as deer?—Yes, and especially rabbits and pheasants.

42,736. Are rabbits food or not?—They are.

42,737. That is a question I suppose of private right, and you were speaking of commons before?—Yes.

42,738. I do not in the least desire to lead you out of the question you were legitimately upon?—I beg your pardon.

42,739. I was entirely upon the question of the commoners and their rights, and I should have been very glad if you could have indicated any of the commons which you thought could be profitably enclosed?—Well, there is a common now which presents itself to my mind, between Llangendeirn and Llanddarog.

42,740. Where is that?—Waunyfran.

42,741. To whom does that belong?—There are some gentlemen present who can say more about it than I can, but I know it is a common.

42,742. If you suggest that some of these lands could be profitably enclosed I would further ask you whether it would be right that buildings should be attached to the enclosures. Well, I will not press you any further upon that. It is an interesting question, and I agree with you that there are some parts of Wales where there might be cultivation of what are at present open lands. It is going into a very large question I know. I know there are some of the commoners have such important rights, more or less, over the waste lands that they would themselves object to giving it up?—Yes, certainly.

42,743. You suggested a sliding scale, and you further said that there was a sliding scale with regard to tithe. Do you think that is a fair basis on the corn averages?—No, I do not think it is a fair basis. That is based entirely on corn.

42,744. Corn is very low, is it not?—Very low just now.

Lord *Kenyon*—continued.

42,745. Can you explain to me how people have asked for abatements on the tithe, and have received them?—I cannot explain that.

42,746. If a sliding scale is fair?—I know this much, that the Ecclesiastical Commissioners in my old parish turned a deaf ear to it.

42,747. If there is anything in the sliding scale it should be fair?—Yes, certainly.

42,748. I have some questions to ask you, put by Mr. Stephen. "Can you produce any "letters relating to the intimidation which you "allege to have prevailed at the last election? "Which election precisely do you refer to?"—The election in Carmarthenshire when Mr. Powell died.

42,749. "Have you any letters relating to intimidation?"—As a Liberal agent undoubtedly I can safely say that I have in my possession some hundreds of letters, but they will never be divulged and never shown. I know that evidence will be given as to this in the other court by the tenants themselves.

Sir *John Llewelyn.*

42,750. Can you give the date?—I refer to the bye-election after Mr. Powell died.

42,751. After Mr. Powell died would be 1890?—The general election; it was 1889 or 1890.

Lord *Kenyon.*

42,752. "Can you tell us the size of the farms "which were consolidated on Lord Cawdor's "estate?"—There was a part of Barley Mount added to Bremenda-ucha, and that contained 47 acres.

42,753. Can you give the acreage of Bremenda-ucha before the addition?—Well, I should not like to be certain.

42,754. You know that a farm of 47 acres was added to Bremenda-ucha?—Yes; that is only part of Barley Mount, and there is another part of Barley Mount added to a farm called The Inn, Llanarthney.

Lord *Kenyon*—continued.

42,755. That last farm you mentioned is divided into two parts?—Or even three parts. It disappeared altogether, and five farms disappeared altogether; that is, Pen-y-banc, Barley Mount, Llwyndu, Brynmelin, and Garreg gochucha.

42,756. "Have you had any practical experience of farming?"—I have; I am a farmer's son. (*The witness here handed in a small book entitled "The Custom in Mynyddislwyn Parish, respecting Unexhausted Tillages, &c." This has been printed in the Appendix to the Monmouthshire evidence, Vol. II., pp.* 955-6.)

Mr. *Richard Jones.*

42,757. Do you hand this book in as a custom which prevails in parishes in the neighbourhood of Blackwood, Monmouthshire?—Yes, I do. I was present at Blackwood when you asked the question, and the reply was that there was no custom. I knew that there was a custom, so I bought that book last night and gave 1*s.* for it.

42,758. Does the custom work satisfactorily?—There are different opinions about it, but it is in force there.

42,759. Is that the custom which we heard of in Monmouthshire as being brought out by the Chamber of Agriculture?—No.

42,760. This is only the custom of one parish?—Yes, but a very large parish.

Lord *Kenyon.*

42,761. Have the majority of the landlords and farmers in the district signed it?—Yes, it seems so in 1867, and that custom is adhered to

42,762. As a basis?—Yes.

42,763. It included 14 landowners in one parish?—Yes, it is a very large parish.

The witness withdrew.

Mr. John Jones called and examined through an interpreter.

Lord *Kenyon.*

42,764. This statement has been read over to you, and you say it is correct?—Yes.

The following statement of the witness was then read:—

Evidence of John Jones, Tenant Farmer, Brisken Uchaf, Llanfynydd.

See 42,056. *Personal.*—Along with Mr. John Thomas, of Troedyrhiw, I have been selected at a public meeting of the farmers of Llanfynydd to give evidence for this parish. The surface extent of the parish is 10,774 acres, 2 roods, 34 perches. The gross rental in 1893 was 7,195*l.* 3*s.* 2*d.*, and according to income tax assessment 7,875*l.* Then I wish to give the figures for 1869, in order that you may see the difference. It was then 5,392*l.* That is the rental which I have taken.

Farmers' Complaints. — 1. Excessive rents. 2. Insecurity of tenure. 3. No compensation for improvements. The nature of land in this parish is such that it requires constant cultivation and draining, as it is comparatively unproductive of itself. The flat land, as a rule, is marshy, and if left alone would grow alder, willow, rushes, and some kind of reedy pasture. The conscientious farmer has to uproot the alder and the willow, cut the rushes and open the drains, before he can get any produce of value from the land. The greater part of the parish, however, is upland or mountain land. This if left to itself would grow furze, ferns, and undergrowth of small briars, and a kind of dry and useless pasture. On such a soil the farmer who does his duty uproots the furze and briars, cuts the ferns, limes, and gives farm-yard manure, after that he will have two crops; then he will have to buy artificial manure and seeds. Another kind is the purely mountainous land, high, bleak, and open. This produces of itself, heather, and the surface must be lightly pared ("*diddoni*") burnt, limed, and ploughed, and

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

after much trouble a crop can be raised. A small portion of the parish consists of good land.

Rents Increased on Improvements. — After the tenant has improved the land in the way which I have indicated, the agent considers that it is only just to increase the rent according to the value of the improvement that has been made on the farm. In order to meet this advance in his rent, the farmer is obliged to do with less labour and pay off one or two workmen. This has happened in the case of farmer after farmer, and the consequence is that the land is depopulated, and is losing workmen and servants. The cottages and houses wherein the workmen once lived are falling into ruin. I believe that all improvements made by the tenant should belong to him. Under the present law every penny which is put by the tenant in the land becomes the property of the landlord at the end of twelve months. I can give one good instance of this. When Daniel Jones became tenant of Llwyn'ryn in this district the buildings were in such a bad state of repair that in a short time part of the cow house fell on two yearlings, and killed them on the spot. In consequence of this, the owner offered the tenant the sum of 5*l.* a year for keeping the buildings in repair. But the buildings were falling faster than it was possible for the tenant to keep them up on 5*l.* a year.

42,765. Who is the owner?—He comes from Llansawel. I do not know his name. The name appears in the receipts handed in.

42,766. Do you know Llwyn'ryn of your own knowledge?—Yes, it is close by.

42,767. Did Daniel Jones ask you to state this case?—Yes.

He decided at last that it would be better and cheaper for him to erect new buildings. He did so. He built a cow house, 47 ft. by 22 ft., by 7 ft. 6 inches high. Also two sheds for keeping store cattle, all of which cost him over 150*l.*, besides the haulage. Besides all this, he drained 911 perches for which he used 21,864 pipes. He pulled down many crooked hedges, and put new and straighter ones in their stead. In the seventh year, after doing all this, this farm, with the improvements on it was sold by public auction at Llandilo, and the tenant never received a penny compensation for the expense he had been to, with the the exception of the 5*l.* a year which he had been promised for keeping the buildings in repair.

Cultivation. — The land is also allowed to go out of proper cultivation, because the tenant has no money to spare for cultivating the farm. And the land, which was once effectively cultivated, returns quickly to its old marshy condition for want of men to continue to keep open the drains.

Land Hunger. — One particular reason, in my opinion, why rent has become so high is that wealthy publicans and shoemakers and other artisans, and merchants who have made a fortune are so eager to get land that the agent is sometimes not allowed to ask a price, but gives it to the highest bidder. Three of the largest farms in the Vale of Towy have of late years been held by tailors and shoemakers, viz., Dryslwyn Fawr, Ro Fawr, and Pentre Dafis. Other farms held by artisans or people other than farmers are Waunlluest, Berthlwyd, Cefn Martin, Crug, and Nantymab. While there are so many asking for land it is impossible for the inexperienced landlord to believe other than that the land is reasonably cheap. When one of the class I have named happens to meet with a farm that suits his taste his object is not to get it for value but for money. The old tenant, therefore, has to give it up, though all his capital is in the land, and he has no claim to a penny compensation according to the present law. The following places have been lately vacant, and various applications, varying from 4 to 30, were made for them: Pengoitre, Troedyrhiw, Whitlera, and Blaensannan. This land hunger has a most grievous effect on the condition of the farmers. It raises rents, makes tenants suspicious of one another and servile towards their landlords, causes landlords to view with indifference the loss of a tenant, and the insecurity has a bad effect on the cultivation of the land.

Suggestions. — 1. Land Court to assess fair rents. 2. Fixity of tenure. 3. Full compensa- for all improvements.

42,768. Are you aware of the existence of the Agricultural Holdings Act?—We know of it as it appears in the book, but not practically.

42,769. How do you say you know that under the present law every penny which is put in by the tenant becomes the property of the landlord?—That is how we see that it has proved in our neighbourhood, because they raise the rents constantly if the improvements are made—but not to everyone, every landlord does not do so.

42,770. I want to know more about this landlord of Llwyn'ryn. Is he a large landlord?—No, he is not.

42,771. Has he any other land?—I think he has, I am not quite sure.

42,772. Has he any other land in that district?—Not in that district.

42,773. Only that one farm?—Yes, only that one farm.

42,774. You do not remember his name?—I do not remember his name, but it appears on the receipts.

42,775. They are not receipts for rent?—No.

42,776. Then I take it he is a freeholder and he prefers to let his farm?—Yes.

Sir *John Llewelyn.*

42,777. Did Daniel Jones make any application to his landlord for permission to make his buildings?—The 5*l.* which his landlord promised him for keeping the repairs up shows that.

42,778. That is not an answer to the question. The question is whether he made any application to his landlord before he made the buildings himself?—Yes.

Sir *John Llewelyn*—continued.

42,779. What was the answer of the landlord?—To keep them standing for a time and to give him 5*l.* to assist him.

42,780. Was that equivalent to an answer that he could not afford to do it?—I cannot say that.

42,781. What is the name?—I do not know the name.

42,782. How are we to give this gentleman notice of the evidence which has been given here to-day if you cannot give us his name?—I can easily send in the name.

42,783. Is Mr. Daniel Jones alive?—He was alive yesterday.

42,784. Did he know this evidence was going to be given here to-day?—He wished the evidence to be given.

42,785. Would it not have been well to let the landlord know?—Yes, certainly.

42,786. We would do it if we knew his name. That is our principle. Can you not find out from someone present the name of the landlord?—I cannot find it.

Mr. *Richard Jones.*

The place was sold seven years ago.

Sir *John Llewelyn.*

42,787. What was the total value of the work of the house and buildings made by Mr. Daniel Jones?—I did not receive the total amount, but the several amounts are here in the receipts. There is a note here which shows that the money which had been borrowed was paid after the place had been sold.

Lord *Kenyon.*

42,788. Was the landlord who sold this farm the small land owner you referred to?—Yes, he was a small freeholder.

42,789. Was that the name you referred to, or were you referring to the present owner when you answered my questions?—I referred to the old landlord, I did not say anything about the present landlord.

Sir *John Llewelyn.*

42,790. Who bought the farm when it was sold?—The purchaser came from Llanelly.

42,791. What is his name?—I do not know the name. I can send both names to the Secretary easily, the old landlord as well as the present landlord.*

42,792. What is the rent of the farm now?—60*l.*

42,793. What was the rent then?—I do not know that.

42,794. You do not know whether the rent was raised or not?—No, I do not.

42,795. Who are the wealthy tailors and shoemakers who buy farms?—Relatives of some of them are in those two excellent farms of about 400 acres each.

Professor *Rhŷs.*

42,796. Why do you say relatives?—The parents are dead. The shoemaker's daughter is there now, and the butcher's son is also there. I do not know the rent.

42,797. You do not know who the others are?—I do not know whether any of the relatives of the other men are in the other place.

Mr. *Richard Jones.*

42,798. How long is it since Llwyn'ryn was sold? When was the auction?—Last year.

42,799. Is Daniel Jones still a tenant?—Yes.

42,800. What were these people that now occupy these farms that you mention, Waunlluest, Berthlwyd, Cefn Martin, Crug, and Nantymab. You say artisans?—Waunlluest a carpenter, Berthlwyd a draper, Cefn Martin a tailor, Crug a butcher, and Nantymab a shoemaker.

42,801. Are these large farms?—Yes, two or three of them are exceptionally fine farms. There is not a better one than Berthlwyd in the neighbourhood of Llandilo. Crug is near the town of Llandilo.

42,802. How many acres?—About 60 acres—I am not sure of that—they keep 12 cows.

42,803. Who is the owner of these farms?—I do not know the name of the owner of Berthlwyd, but Mr. Gerwyn Jones of Pantglas is the owner of Waunlluest. I do not know the owner of Cefn Martin, but the owner of Crug is Mr. David Stephen of Llandilo. John Williams, the shoemaker, lives at Nantymab, but I do not know who his landlord is.

42,804. We have been repeatedly told that on large properties generally the oldest son, or at any rate the nearest relative, succeeds the deceased tenant. Have these people become occupiers of these farms under circumstances of that sort?—No, they have not—not those.

Professor *Rhys.*

42,805. You do not find that the successful butchers and tailors take farms nowadays, do you?—Crug is an instance, and that during the last three years.

Mr. *Richard Jones.*

42,806. Is shoemaking in the country as profitable now as it was in former years?—I cannot say, probably it is so.

42,807. I suppose the shoemaker thinks that farming is more profitable?—No, I do not think he imagines it pays better, but if he has made a little money he likes to live on the land.

Lord *Kenyon.*

42,808. This is a question by Mr. Stephen: "Can you give us any information as to "whether Daniel Jones ever had any negotiations with his landlord about the cow-house "and drains? If you can will you do so? "Can you mention any case in which a farm "has been let to the highest bidder?"—Daniel Jones told me that he had seen his landlord.

* The following has been subsequently received by the Secretary:—"The name of the owner of Llwynyryn when Daniel "Jones became tenant in 1887 was Mrs. Davies, of Green Hall, "Llansawel. She died in 1892, and the farm was then sold to "Mr. John Williams, Pentwyn, Cross Hands, near Llanelly."

Lord *Kenyon*—continued.

42,809. Did he have any negotiations with him before the farm was sold?—Not at all; only a portion of the cow-house fell in, so that it was necessary to make some improvement.

42,810. He built at his own expense?—Yes, entirely on his own responsibility, That is the general rule on the estate, and on the estate on which I am, if the son succeeds the father they do not give it to the highest bidder.

Lord *Kenyon*—continued.

42,811. That is not an answer to the question. Can you give any instances?—I can mention farms whose rents were increased, but I cannot say that the occupier was the highest bidder.

42,812. Then the answer is "No"?—Yes.

The witness withdrew.

Miss Jane Rees called and examined through an Interpreter.

Lord *Kenyon.*

42,813. You say that this statement which is about to be read is accurate?—Yes, I do.

The following statement of the witness was then read:—

Evidence of Miss Jane Rees, daughter of the late David Rees, tenant farmer, Llwynconwil Fach, Conwil Elfed.

Personal.—I remember my father first living at Clyngosen, Cilrhedin, 12½ acres, rent 10*l.* Landlord, James James, Ffoslin, Newchurch. My father remained there for 10 years, 1852–1862. In the second year of his tenancy, he received notice for a rise of 5*s.* in the rent, and four years after, another 10*s.* The only reason assigned for this last rise by the landlord was that my father had had a new coat, while he (the landlord) couldn't afford to get one. During his 10 years' tenancy, my father received five notices and five rises, until the rent was 12*l.* 10*s.* We then went to live at Nantllin, in the same parish. The rent before father had it was 16*l.* 10*s.* Rented to us for 18*l.* After living there for 14 years, we had notice for an increase of 10*l.* Paid them for seven years, but we could not continue longer as we yearly lost money. My father built outhouses, and drained the place at a cost of 80*l.*, 50*l.* on buildings, and 30*l.* on draining. He spent money on stables, chaff-house, pigstyes, carthouse, and dairy, and only received from the landlord 4*l.* towards the carthouse. When he received notice to quit, the outbuildings were in a bad state—those which he had not repaired—and fell two months after. He received no compensation for any of the improvements when he left. The owner (now deceased) was Mrs. Seth Lewis, Carmarthen. In 1883 my father removed to Llwynconwilfach, a farm of 57 acres. The rent before we had it was 43*l.* and for the first three years it was rented to us at that price. Afterwards the rent was raised to 50*l.* on condition that new buildings were to be provided, my father agreeing to fetch lime from the kilns, free of cost. My father fetched one load of lime; he was not paid for the haulage, and had to pay 6*s.* for the load, and no repairs were ever made. I produce letters from my late landlord, the Rev. J. R. Jones, Burghill Vicarage, Hereford, continually promising to build every spring from 1887, but we had nothing but promises. Snow had percolated into the bedrooms, and I have awakened many mornings finding two inches of snow on the bed, and in some places two to three feet of snow in the house. The stable has eight props under it and some little covering, and the carthouse has 10 props under it, and although we continued to pay 50*l.* rent we had no houses to stable the horses in. On the approach of winter we had often to sell at great loss; *e.g.*, last autumn we had to sell our own cattle because we had no buildings. The cows have also been unwell owing to bad colds. Since 1883 we lost 300*l.* including 60*l.* of my own money which I had saved when out in service and by "jobbing" sheep, &c. My father signed an agreement, but we never had a copy, and he, being a monoglot Welshman, probably knew nothing about its contents. I am the sole executrix under the will of my father, who died last July, and am under notice to quit. The agent is the late landlord's brother, Mr. Evan Jones, Picton Terrace, Carmarthen.

Lord *Kenyon*—continued.

Mr. *Richard Jones.*

42,814. Was Llwynconwilfach glebe land?—It belonged to a clergyman, not of necessity to the church, it was not glebe land.

42,815. Your landlord was a clergyman?—Yes.

42,816. Were you a cattle jobber?—The time before I came to Llwynconwilfach I did that.

Sir *John Llewelyn.*

42,817. You seem not to be tired of the land. You change for a larger holding on each occasion?—Yes, I have gone to bigger holdings, but I have grown less by taking bigger holdings through not having improvements.

42,818. Do you think you are getting better each change?—No, I am getting worse now.

42,819. May I ask about the drainage. Did you not get any compensation for the drainage that was done when you left Nantllin?—None after improving the place, we had notice of an increase in the rent.

42,820. When was that?—15 or 16 years ago.

42,821. That was before the passing of the Agricultural Holdings Act?—We had to pay that interest for seven years. When the 21 years came to an end we had notice to leave. Then our land was added to other land because our buildings were coming down.

42,822. You have been 10 years in Llwynconwilfach?—Yes.

Sir *John Llewelyn*—continued.

42,823. You are now under notice to quit?—Yes.

42,824. Is there any reason given for that?—No, I cannot say that there is any reason than that I have received notice to quit after my father's death, although I had everything after him

Lord *Kenyon.*

42,825. I have been reading the letters you have handed up, and I see that the landlord continually says: "Would you get a respectable "tradesman to give an estimate for the "necessary repairs"?—I cannot say, but I was paying 7*l.* a year more on condition that I would get the repairs.

42,826. The point is this, that he (the landlord) asked your father to get an estimate of what was necessary. Did he do that?—No, he did not because no man could say how much it would cost without knowing from where the materials would be got, and after what plan the buildings would be made.

42,827. Was that the answer you gave to the reverend gentleman?—Yes.

42,828. I see the reverend gentleman writes to his brother to ask him to see the buildings, did the brother come?—Yes, every year the brother came in the autumn and they promised to build each spring.

42,829. Was the reverend gentleman old?—I do not know his age.

42,830. He died, I suppose?—Yes.

42,831. I see in each letter he says he is ill?—I have had to sell my cattle for half what they are worth in the autumn for want of buildings.

42,832. Do you not think that if you had sent an estimate as he requested that he would have put up the buildings?—No, I do not think so.

Lord *Kenyon*—continued.

42,833. Who is the present owner?—The daughters.

42,834. You do not know why you have had notice to quit?—No.

42,835. Are you in arrear of rent? You need not answer that unless you like?—No, I am not in arrear, I have paid the rent in full.

42,836. Have you asked the owner to allow you to stay on?—No, I have not, the place is too highly rented to stay on. It is at a rack rent (*Crogbris*) now.

42,837. Is it the same as it was at first? Has it been raised at all?—There are some pounds increased in the rent on condition that we should get the buildings.

42,838. A contract which was never fulfilled?—My father had to carry this cart load to the buildings, and they had to pay, but he after all had to pay for it.

42,839. This seems a very hard case. There are some questions put by Mr. Stephen: "Have you sublet Llwynconwilfach?"—Yes.

42,840. "Did you sublet it by auction?—Yes.

42,841. "At what rent did you sublet?"—76*l.*

42,842. Do you not consider that that was too high a rent?—I pay the tithe, rate, and taxes.

42,843. If you consider it was rack rented at 50*l.*, do you not consider it was more than rack rented at 76*l.*?—Yes, but there is a great deal of expense in keeping the fences in repair, and looking after the cattle, and paying the taxes.

42,844. What do the taxes amount to?—The amount varies from year to year, you cannot say exactly how much it is, sometimes 10*l.* and sometimes 12*l.*

42,845. How long has it been sublet?—This year the first time. I had not buildings to keep my cattle on it last year.

42,846. There is another question by Mr. Stephen: "Have you given notice to any "relation of the late Rev. J. Jones that you "were coming here?"—No, I have not.

The witness withdrew.

Mr. David Howell Thomas called and examined.

Lord *Kenyon.*

42,847. Do you reside at Derllys Court, Carmarthen?—Yes.

42,848. Are you a land agent, an auctioneer, and a tenant farmer?—Yes. First of all I should like to rebut the evidence of the last witness, as I am, since the death of Mr. Jones, the agent for the farm of which she spoke. I have been appointed agent by the trustee.

42,849. You heard Jane Rees' evidence?—Yes.

42,850. You wish to give your own evidence as well?—Yes.

42,851. Give the rebutting evidence first?—With reference to the notice to quit, I believe the trustee had heard that she was going to have a sale of her stock and everything there, and he told me that she was no use as a tenant, and she did not do the farm any good, and under the circumstances they had given her

Lord *Kenyon*—continued.

notice to quit. With reference to the repairs, that was before my time, and I know nothing at all about the promises made by the late landlord as to the repairs.

42,852. I suppose the place is in a bad state of repair?—The place is in a bad state of repair, but the repairs are going to be done this year.

42,853. Was any reason for the notice to quit given to Jane Rees?—I believe not. The notice to quit was given before I was appointed agent, some time. The notice to quit was given by the trustee.

42,854. Have you anything further you wish to say on that matter?—No, nothing at all.

Mr. *Richard Jones.*

42,855. Has she in any way exaggerated the case with regard to these buildings?—I know nothing at all about the buildings.

Mr. *Richard Jones*—continued.

42,856. Have you never been there?—I have been there.

42,857. In reference to the present condition of the buildings, has she exaggerated the case? She says that there are eight props keeping up the stable, and the carthouse has 10 props?—Well, the outbuildings are in a very bad state, and we are going to make entirely new buildings there.

Lord *Kenyon.*

42,858. We may take it that this is not an exaggeration of the state of the buildings and the house?—Of the outbuildings, not of the house, I take it.

42,859. You think it was not possible for snow to percolate into the bedrooms?—Yes, I think it was not possible. The house is in a very bad state of repair, but the inside of the house looks as if no one lived there. The tenant, I believe, lives in rather a funny way, and the house looks as if there was no one living there.

42,860. Perhaps she wants to keep the inside of the house in keeping with the outside?—I do not know what her reason is for keeping the inside so badly; one would think she would take a little interest in the house in keeping it all right inside, at any rate.

42,861. There are some questions put by Mr. Llewelyn Williams. "How do you know that "Jane Rees was no good as a tenant as she had "no chance to be the tenant till last summer, "when her father died?"—Because I had been over the farm, and I could see but very little work had been done on the farm.

42,862. "You say that she received notice to quit because it was said she was going to have a sale of her stock?"—I believe so.

42,863. "Was she not obliged to sell because there were no buildings?"—I do not know about that.

42,864. That is her statement?—I do not know whether that is her reason for selling or not.

42,865. "Have you examined the roof carefully?"—No, I have not.

Professor *Rhŷs.*

42,866. Do you know whether the roof is pointed?—The roof is not pointed. I have seen it from outside, and it looks in a very fair state.

42,867. If it was not pointed the snow would come in, if there was snow?—If it had been so bad as that I should have fancied there would have been a very big hole in the roof for the snow to come in.

42,868. It is a slate roof?—Yes, a slate roof. If I had known that this witness was going to say that in her evidence I should have gone to see, and then I should have been able to explain to you. I have not been over the house, but have seen it from outside. I have been inside in the rooms below, but not up to the bedrooms.

Mr. *Richard Jones.*

42,869. With reference to the buildings, do you think the buildings were in a fit state to shelter the cattle in the winter?—No, I cannot say but that the buildings are bad, they are to be rebuilt this summer.

42,870. There is some justification for what she says then, that the buildings were not fit for her to shelter the cattle, and that she was obliged to sell?—Well, there might be.

Lord *Kenyon.*

42,871. There is another question by Mr. Llewelyn Williams. "Was not Miss Rees obliged to find security for the next rent?"—Yes, she was.

Professor *Rhŷs.*

42,872. Why was that? Had there been any difficulty about the rent before?—There had been no difficulty, I believe, about the rent before, but if she would not pay the rent for the last 25th of March or 29th of September, and if she refused to pay the next rent where were we going to get it from?

42,873. Was there no stock on the farm?—There was nothing on the farm. She has let the farm by auction. I was instructed by the trustee to get security from her, and I did so.

42,874. Do you know how old her father was when he died?—No, I know nothing at all about them. It was in March, I believe, that I was appointed agent, and I know nothing at all about them.

42,875. I want to know whether she did not do most of the management of the farm before her father's death?—I know nothing at all about that.

42,876. There is another question by Mr. Llewelyn William. "Was not the stock sold after the notice to quit had been received?"—Really I do not know. I did not know until I was appointed agent, or a short time before I was appointed agent, and notice had been given her.

Lord *Kenyon.*

42,877. Now, we pass on to your own evidence. You are the tenant of the Derllys estate?—Yes, the property of Sir James Drummond, and his cousin Mrs. Stuckeley.

42,878. What is the size of your holding?—A little over 500 acres

42,879. And your rent?—My rent and tithes come to between 650*l.* and 700*l.* a year.

42,880. Cannot you give it more accurately than that?—670*l.* as near as possible with the tithe.

42,881. Have you any statement to make?—I may say I think that the present arrangement between landlord and tenant is better than if we had a land court, and that on the estate neither language, creed, nor politics make any difference between landlord and tenant. I prefer yearly tenancies. My father died 18 months ago, and I took the farm, and the landlord told me I could take the farm on exactly as it was before. My father had been

Lord *Kenyon*—continued.

there for nearly 30 years, and his great grandfather had been there before him for 40 years. I believe there has been no difference made in the rent ever since my great grandfather went there first. Both my landlord and his agent, Mr. Dudley Drummond, told me at the time I took the farm, that so long as I could pay the rent I should never have to leave it, and I do not think I should, and I considered his word as good as a lease. If I was offered a lease on the farm to-morrow I should not want it. There is an agreement, and I have every confidence that any penalising clause therein would never be enforced against me. There are not many such clauses, it is simply an ordinary agreement, the same agreement as my father held under. As I said before, I object to a land court.

42,882. Will you state your reasons for objecting to a land court?—Because I, as well as all the other tenants on the estate, am on particularly good terms with the landlord, and I think it would be much better for us as it is than if we had a land court; that the arrangements between us would not be the same if there was a land court. The landlord now provides buildings, and expects the tenants to keep them in fair repair, and in case of repairs by natural decay it is always done by the landlord. I am speaking of this estate, the Derllys estate. On this estate I am certain of it, and in the neighbourhood generally I do not think the farmers have any grievances to bring before the Commission, in the parish I should say. I have not heard of any, at any rate. I have spoken to a few, and they have told me that they have no grievances to make. I may say that the landlord considers his tenants, and he treats us very well. We are treated very well both by the landlord and the agent. In saying that I think I am quoting the opinion of all the tenants on this particular estate.

42,883. Your acreage is about 500, and your rent 670*l*. How would that compare with the neighbouring holdings. Are the rents much the same?—The holdings on this estate?

42,884. Yes, and the surrounding adjacent land?—The surrounding land is not nearly as goods as Derllys, but the farms on the lower side of the estate are as good, and I believe are rented about the same as Derllys is.

42,885. Is there uniformity of rents?—Yes, on this estate there is.

42,886. Is there uniformity of rents on the other estates in the neighbourhood according to the value of the land?—Yes, I think there is in the parish. In the rent I gave you it includes the tithe.

42,887. Have you had any abatement?—Yes, we have had 10 per cent. the last half year, and 15 per cent. the half year before that, and 10 per cent. the half year before that, and sometime ago, I do not remember exactly which year it was, when the estate belonged to Sir John Davey, we had an abatement of 20 per cent.

Lord *Kenyon*—continued.

42,888. Do you think the system of giving abatements is satisfactory, or would you prefer the rent on a sliding scale?—I think the system of giving abatements is satisfactory.

42,889. Do you look upon it as an alms—as a charity?—Yes, I do.

42,890. Now we have heard a great deal in this county and elsewhere that the tenants are afraid to come forward. Do you think there is any ground for that in this district?—Well, in my district I do not think there is any ground for that.

42,891. I suppose you know all the neighbouring farmers in your district?—Yes, very well.

42,892. Do you think that the evidence we have had from your district saying that there is a well-grounded fear of the landlord is representative of the district?—Well I do not think it is. I have not heard any complaints myself.

42,893. Do you think there is any other reason why farmers have not come forward?—No, I do not think there is.

42,894. You simply think they have nothing to complain of?—I think not in my district. I have spoken to several farmers and asked them whether they intended to give evidence, or whether they would like to give evidence, and they have said "No."

42,895. You think the farmers who come before us are chiefly those who have some grievance?—Yes, I suppose that would be so.

42,896. As to the preferential claim of the landlord, do you think that is a good thing or otherwise in the interests of the tenant?—I do not quite understand what you mean.

42,897. The landlord has a preferential claim for rent over all other debts?—Yes, I understand now.

42,898. Do you think that is a good thing from the point of view of the tenant or not, that the landlord should have that preference. We have been told both ways; some say it is a good thing for the tenant, that the landlord is likely to be kinder to him than a small shopkeeper, and on the other hand, we are told it is unfair that the landlord should have that preference over any other creditor?—I think it is quite right he should have. I can give you an instance on this particular estate. One of the tenants, two years ago, I believe, got into difficulties and filed his petition. He got his discharge as a bankrupt, and Sir James Drummond allowed him to keep on the farm subject to two of his brothers joining him to be security for the rent, and he is on the farm now.

42,899. Do you mean that he pays the full rent?—He pays the full rent now, but two of his brothers are security for him for the rent.

42,900. At that time did Sir James lose any part like other creditors of the rent?—Yes, he was a preferential creditor for the rent that was due. He held the farm on till the 29th of September, and he is a preferential creditor for that, but not for the rent that was due before.

42,901. That is limited by law?—Yes.

Lord *Kenyon*—continued.

42,902. Did he have the full rent for that year when the creditors came to settle up?—I believe he did. I am not certain of that, but I believe he did. He had the full rent from the time he filed his petition until the farm was given up by the official receiver or by the trustee in bankruptcy. I am not clear of that, but I only give it as an instance.

42,903. You say the landlords do the repair to the building? I suppose the tenants do the haulage?—The tenants do the haulage.

42,904. That is the invariable custom?—That is the invariable custom.

42,905. Do you think there is any hardship in that?—No, I think not.

42,906. You think the tenant is glad to do the haulage if he can get the buildings done?—Yes, I am sure he is.

42,907. Do you know the Agricultural Holdings Act?—Yes.

42,908. Do you think any improvement might be made in that Act?—Well, I am afraid it is not generally known to tenant farmers.

42,909. Is that because it is not printed in Welsh?—No. I do not think it is circulated amongst the tenant farmers. They do not know what is contained in the Act, I believe.

42,910. Perhaps they think they can do very well without it?—Well, I believe they manage to get on pretty well without it

42,911. We have heard very nearly everywhere, I think, that they want some further compensation for improvements, some greater security that improvements executed should be compensated for?—Yes, I think that they should know that they should have compensation for what they have done on the farms of late years, at any rate.

42,912. Do you think that farmers would lay out more money on their farm if they knew that they would have satisfactory compensation when they leave it?—I cannot say that.

42,913. Do you think that they have the capital to lay out?—Some have, but the generality of farmers have not capital now, I believe.

42,914. What other reason have you for saying that you do not think they would improve their holdings?—Well, I think in my district they do very well on them now, and they do not think about the compensation they would have if they left.

42,915. I mean, could they improve their holdings, or are they not capable of improvement?—I think the holdings are farmed very well.

42,916. In a satisfactory way?—Yes, in a most satisfactory way.

42,917. You do not think more money could be made out of them than there is made?—No, I do not think so. They ought to look after their interests better. Of course if they do not study what would pay them best, it is entirely their own fault that they do not make more out of them.

42,918. The evidence brought before us is this, that the farmers will not lay out money on the farms because they have no security of tenure. If they laid out money on the farm the landlord might come to-morrow and give them notice?—Possibly he would.

42,919. Is that the reason why, do you think, they do not lay out more money?—Not on the estate I have spoken of. I know my father has laid out a tremendous lot of money on this farm, and I am sure he never was afraid of laying out money on it.

42,920. Which would represent the majority of opinion, do you think, your father's case, or the case I was pointing out?—Well, I daresay the case you were pointing out.

42,921. You think that there would be a fear of insecurity?—Yes, to lay out a lot of money; an unusual amount of money on the farm.

42,922. Do you think that a stronger clause of compensation for improvements would satisfy that?—Yes, I think it would.

Mr. *Richard Jones.*

42,923. Are you a Welshman?—Yes.

42,924. You speak Welsh?—Yes.

42,925. Are you an agent on a large scale?—Yes, I am agent for three or four estates. I am an auctioneer as well as a farmer.

42,926. So that you have really other sources of income besides farming?—Yes.

42,927. Really we are not to take you as an ordinary sample of the farmer?—I think you can. What evidence I have given here is simply as a farmer and not as an agent at all.

42,928. You do not depend upon farming for a living?—No. Well, I depend upon farming and the auctioneering business.

42,929. You farm to some extent for pleasure, do you not?—No.

42,930. To some extent?—No, not to any extent at all. Merely for gain. I grant there is not much gain in it just now.

42,931. You say that farmers have no grievances?—In my neighbourhood I think not, simply no grievances to make in respect of their landlord, simply that the times are very bad. But I do not see that the landlord can help that; it is the trade that is so bad that affects the farmers a good deal more than the rent. If we could get the trade better farmers would not complain about the rent, I believe.

42,932. Do you not think inasmuch as trade is so bad that the rents should be adjusted accordingly?—Yes. I think that the rents would have to come down to a half at the present time.

42,933. If that is the case do you not think that should be so, because where is the margin of profit for farming?—I think something should be done to try and improve the trade. Of course if the trade does not improve something will have to be done, or else we shall all have to go to the wall. I know I shall have to go to the wall if trade does not improve anyhow.

42,934. Whoever the farmer is if that is the case, that is a grievance?—It is a grievance.

42,935. It is a grievance to the farmer if the farm does not pay?—Yes, it is a grievance of

Mr. *Richard Jones*—continued.

the state of the trade. I meant to say, no grievance against their landlord particularly.

42,936. You made practically a confession to Lord Kenyon that in many cases if a tenant laid out a lot of money in improvements possibly the landlord might confiscate what really belonged to the tenant?—Possibly he might.

42,937. Would you not consider that a grievance?—That would be a grievance certainly.

42,938. Against the landlord?—Against the landlord, but I cannot give you a case. I do not know a case in point.

42,939. You have admitted that such a thing might occur?—It might possibly occur.

42,940. If there is a sense of insecurity will you not find that a tenant would not lay out money to make really the land more profitable simply because he was in danger of his property being confiscated by the landlord?—Yes.

42,941. Well, that is a grievance, is it not?—That is a grievance.

42,942. Do you find that there has been any change in the method of farming in your district?—Yes. As regards cultivating the land?

42,943. Yes?—In this district there is nothing like the corn land that there used to be in days gone by.

42,944. They graze more?—They graze more.

42,945. And they raise more roots than they used to?—I know I do, and my father did, but in the district generally I do not think they raise the quantity of roots that they should.

42,946. But there is less corn raised?—Much less corn.

42,947. And of course more consumed?—Yes, more consumed.

42,948. And consequently the tenants keep more stock?—Yes, keep more stock.

42,949. Do you find that as a rule the landlords come forward to provide the increased accommodation which is necessary for an altered method of farming?—Well, I cannot say that I know many cases where landlords have done that—not made extra buildings. I know I have had some extra buildings.

42,950. Generally speaking, have tenant farmers sufficient buildings to shelter their stock, that is to say, to make the best out of the farm?—Generally speaking, I think not.

42,951. That would be a grievance, would it not?—Yes, it would be a grievance, that is to say, if they had more it would be better for them.

42,952. You admitted that really an abatement was an act of charity?—I think it is.

42,953. Do you think that the acceptance of charity tends to manliness of character?—I do not know about that.

42,954. You are not prepared to answer?—No, I am not prepared to answer that. I know I am very glad to have what my landlord gives me back, and I am very pleased to get it.

Sir *John Llewelyn.*

42,955. Does that impair your manliness of character?—I do not think it does.

Mr. *Richard Jones.*

42,956. Possibly it may induce you to court your landlord's favour in some way or other?—I should be very thankful to him for it, and I should like to speak well of him for doing it.

42,957. You simply take what he likes to give you?—I simply take what he likes to give me. I daresay if he did not give it to us we should ask for it as a body of tenants, but it comes home to us a great deal better that he gives it of his own free will than for us to go and ask for it.

42,958. Are the tenants satisfied with the amount that they get?—Well, I believe they are.

42,959. You think they are?—Well, on this estate, yes; but at the same time I do not see that they have made their rents out of their farms. I know I did not make my rent out of my farm last year, but still I was very thankful to the landlord for what he gave me back.

42,960. Do you think the landlord took his proper share of the loss?—No, I do not say that.

42,961. Were any of the tenants dissatisfied with the amount. Was it 10 per cent.?—10 per cent. the last half-year, and 15 per cent. the half-year before that.

42,962. You do not know anyone who asked for more?—No, I am satisfied myself, and I spoke to the other tenants, and they seemed satisfied.

42,963. You say that a land court would destroy the good relations between a landlord and tenant?—Yes.

42,964. In what way?—I do not think they would be the same. If a land court was instituted, would the farms be re-valued by this land court, and re-rented by the land court?

42,965. It would depend entirely upon the power of the land court, or whatever tribunal was established?—I do not know what power the land court would have, but I should much rather have my present landlord to fix my rent, and to receive my rent, than I should pay it to, or have my farm valued by, somebody appointed by the land court.

42,966. From whom are you most likely to get justice, from an interested or a disinterested person?—Well, I am perfectly satisfied with my present lot.

42,967. And you think the tenants generally on Sir James Drummond's estates are?—Yes, I do; well, I not only think it, but I know it.

42,968. You say that the farmers really are capable, and do their best with their farms?—Yes, I believe so.

42,969. The agent told us the other day that they were a lazy lot?—On the Derllys estate? *See* 40,434.

42,970. Yes, on Sir James Drummond's estates?—I do not think the agent was very right then. I think if he is now here he will withdraw that statement. I do not think there is an estate that has been better worked.

Mr. *Richard Jones*—continued.

42,971. He said they were a lazy lot, and he did not withdraw it, at any rate?—If he said it, I do not think he would mean that I was a lazy lot, or that the farmers themselves were a lazy lot. I know if I could see a loophole by which I could make a sovereign instead of 10 shillings anywhere, I should go for the sovereign. I do not think he was really justified in saying that of the tenants on the Derllys estate, and I think if he is here, after what I have said, he should come forward and say he was wrong in saying so. I know the tenants on the Derllys estate. Every tenant on the estate now has been there for a great number of years, and has succeeded a relation as tenant of the farm.

42,972. You have admitted, I think, that farmers in your neighbourhood are suffering from want of capital?—Yes, I believe so.

42,973. What is the cause?—I do not know what the cause is. Young farmers, for instance, do not have enough capital to start with.

42,974. And yet these young farmers probably have been working at home without getting any salary, and after working without any salary do not have anything to start on the farm?—I am speaking now of the smaller farms.

42,975. Who would be the small farmers who would take the small farms. Would they be men who had risen from the rank of workmen—labourers?—No, men who had been farmers all their lives, as it were, and still had not made much money on their farms.

42,976. Then farming is not a very profitable business?—No, I do not think it is. You do not hear of very many people making their fortune by farming. It is a nice, healthy occupation, but still it is not a very remunerative one.

Professor *Rhŷs*.

42,977. Who is your agent?—Mr. Dudley Drummond.

42,978. He was examined the day before yesterday, I think?—Yes.

42,979. Does he speak Welsh, do you know?—I believe not—very little.

42,980. You speak both Welsh and English?—Yes.

Professor *Rhŷs*—continued.

42,981. Are there any of the tenants on that estate who cannot speak English, do you think?—No, none; they all speak English.

42,982. The tenants on the Derllys estate all speak English?—Yes.

42,983. So that there is no difficulty about the language?—I think none.

42,984. About how many are there?—About a dozen, I believe, as near as possible.

42,985. You pay about 670*l.* rent a year?—Yes, rent and tithe.

42,986. How many of them pay as much as that?—None of them.

42,987. About what would be the average of the dozen, excepting your own case. Leaving out your own case, what would be the average rental?—I should say close upon 200*l.* a year, the average rental, or more. I do not know the rentals of the other farms.

42,988. Some would be as low as 100*l.*?—Oh, yes; some lower, but they are mostly large farms.

42,989. Still yours is a very exceptional case. Your farm would not be typical of the rest of that estate?—There is one farm next to it that is not as large, but it is close on 400*l.* a year, I believe, rent and tithe.

42,990. What farm servants do you keep?—I generally have about a dozen.

42,991. Where do you house them?—There are four houses belonging to the estate.

42,992. Near your own farmhouse?—Yes, and close by; and others that live in houses that they rent of other people.

42,993. You would call them labourers, would you not?—Yes, labourers. I only keep three boys about the buildings; they live in them.

42,994. The others are labourers that live in cottages about?—Yes, and have families.

42,995. Where do you house the three boys?—At the buildings.

42,996. In the outbuildings?—Yes, they sleep in a storehouse above the stable.

42,997. Is it a fairly comfortable room?—Yes, a fairly comfortable room.

42,998. Have you had any trouble with respect to their conduct in the evenings?—No, none whatever.

The witness withdrew.

Mr. John Griffiths called and examined.

Lord *Kenyon*.

42,999. I believe you are postmaster and miller at Llanarthney?—Yes.

43,000. Will you kindly give us your evidence?—My father, David Griffiths, held Dryslwyn Fawr farm in the parishes of Llanarthney and Llangathen, of the landlord, Earl Cawdor, for 29 years, from 1837 to 1866, at 380*l.* per annum. The landlord built the barn, cart-house, stable, cowhouses, and shed for small cattle, but the tenant had to do all the haulage free. The tenant built a workshop and shed for the calves, and a shed to protect the threshing machine, a shed above the manure heap, and a cottage for the labourer on the farm. He also extended the present dwelling-house, adding to it a scullery, pantry, back parlour, and dairy. He added a storey to it, put a new roof and made three new windows, where there had been no windows before. In fact, he rebuilt the whole house. And he had to do this entirely

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

at his own expense as his landlord refused to do anything. He made a new road also through the centre of his farm, pulled down the old hedges and put up new ones at right angles to the road, so as to lead all the fields into the road. He utilised the old hedges for filling in old gutters, and he dried up and cultivated eight acres—in different parts of the farm—of ground which, up to then, had always been covered with stagnant water. He laid over the greater part of the yard with gravel, three feet in depth.

After 28 years of heavy outlay in building and farm improvement, which were really necessary in the interests of the farm, he received a formal notice to quit for the purpose of raising the rent by 80*l.*, but the agent promised the tenant that as he had carried out the improvements he should have it for 20*l.* less. The tenant refused to accept these terms knowing that it was all through his own labours that the farm had been improved, and he had to leave. He employed a professional man, Mr. Collard, of Carmarthen, to value his improvements, and he did so at over 2,000*l.* As the landlord had offered the farm for 20*l.* a year less to the tenant than to anyone else he only claimed 1,500*l.* for compensation. The landlord refused to entertain the claim at all, and the tenant never received one penny. After leaving Dryslwyn my father (the tenant) came to Llandilo and took a tanyard, together with 24 acres of land, from the same landlord. He carried over 300 loads of manure from Dryslwyn, and about 30 tons of lime to improve this land. He only lived three years after coming to Llandilo, and during the whole of this time I looked after the land for my father, as I lived close by. In the year following my father's death they refused to accept me as tenant, and I was not paid any compensation, although I asked for it.

Agents — This shows how much tenant farmers are at the mercy of landlords and their agents as the law at present stands. The majority of agents do not understand the country or farming operations. Their only qualification is that they understand the law from the landlord's point of view, and can make agreements with clauses which are all on the landlord's side.

Consolidation of Farms. — In many cases two, three, and even four farms are thrown into one, and the tenant, finding it too much to farm

Lord *Kenyon*—continued.

by himself, underlets portions of his farm to, in some cases, five or six under tenants, *e.g.*, the tenant of Golden Grove Arms, with part of Barley Mount, part of Glantowy, and part of Pantwgan sublets to five parties. The tenant of Typicca, with Deri Moelon, Ty Llwyd, and part of Glantowy, sublets to one party. The tenant of Dryslwyn Ucha, with Dryslwyn Fach and Tycastell, sublets to one party. Closglas now has Derlwyn and Tyrderi. Bremenda Ucha has part of Barley Mount. Bremenda Isaf has Penybanc. The farm of Garreg Goch Ucha has been divided between Closglas, Garreg Goch Ganol, and many others. This has the effect of thinning the population in country places tremendously, the population of some places having come down to half what it used to be.

Religion and Politics.—It is hard to prove that religion and politics influence the letting and taking of farms; but it is certain that farmers believe that a Churchman and a Conservative has a better chance than a Nonconformist and a Liberal. I mention the following case, not as deeming it sufficient to prove that Churchmen have preference over Nonconformists, but as illustrating the popular belief on the subject, and as facts which explain the reasons for such a belief. John Morgans, Llwyndu, Llanarthney, a tenant of Mr. Lawrence, Middleton Hall, when he took this farm, told me he had beaten all the Radicals of Llanarthney in taking this farm because he was a Tory and a Churchman.

43,001. He refused to give you the land after your father's death?—He refused to give me that 24 acres of land.

43,002. Had you in any way given offence to Lord Cawdor or his agent?—I had not given any offence at all, only that I was a Nonconformist.

43,003. You think that was an obstacle in the way of your getting the farm?—Yes, I think so.

43,004. You say you cannot prove that preference is given to Churchmen and Tories, but that that impression prevails amongst the farmers generally?—Yes, amongst them all.

Sir *John Llewelyn.*

43,005. I suppose there are many Nonconformists on Lord Cawdor's estate?—A good many.

The witness withdrew.

Mr. DAVID EVAN STEPHENS (Solicitor) called and examined.

Sir *John Llewelyn.*

43,006. Do you give evidence as an owner?—As an owner, and also on behalf of Mrs. Stephens.

43,007. Your mother?—Yes.

43,008. That is as to the Trawsmawr estate in this county?—Yes; I wish it to be understood that my evidence will apply to the last 10 years only.

Sir *John Llewelyn*—continued.

43,009. Are you resident or absentee?—Resident.

43,010. What is your opinion about an absentee landlord?—I say that in the case of absentee landlords, a bad tenant would be less liable to disturbance, unless there was an agent employed to look after the property.

43,011. Do you act as agent for your mother?—In a small way.

Sir *John Llewelyn*—continued.

43,012. Have you an agent managing that property besides yourself?—No; I am the agent so far as that goes.

43,013. Do you consider that religion makes any difference in choosing tenants?—Not on our estate. We have not a single Churchman as tenant. They are all Nonconformists.

Professor *Rhŷs.*

43,014. Do you exclude Churchmen, and decline to let them the farms?—No; I should say some of the cottagers go to church, but none of the farmers.

43,015. Are there many farms?—Between 20 and 30.

Mr. *Richard Jones.*

43,016. You have not given us the acreage of the estate?—I do not know it exactly. I should think it was from 1,500 to 2,000 acres.

Sir *John Llewelyn.*

43,017. The entry is at Michaelmas. You have yearly tenancies and no leases?—That is so.

43,018. Have there been many changes?—There have only been two in my recollection.

43,019. And in those cases did relations succeed the preceding tenants?—Yes, except in one case. I could go into details of that if necessary.

43,020. You make compensation?—In case of timber-cutting we do. There was one large wood cut which went through a meadow. The tenant asked for a couple of sovereigns I think, and she was allowed that amount.

43,021. Are your agreements in writing or verbal?—They are all verbal, except, I think, possibly one or two.

43,022. Have you any special arrangements with the tenants?—If there are agreements the usual clauses are put in with regard to not allowing more than three white crops in succession, and hay, as a rule, is not allowed to be sold. But that is never enforced.

43,023. Have you any penalising clauses?—The ones above referred to.

43,024. Then there are some written agreements?—Two, I think.

43,025. Are the penalising clauses ever enforced?—I have not had occasion to enforce them.

43,026. How are the rents fixed?—I do not know how they have been fixed, they having been fixed before my time, and there they have been.

43,027. They are fixed at a gross sum per farm?—Yes.

43,028. Do you let the farms to the highest bidder?—No, the rents have always been the same, except there have been two reductions. One rent has been raised a sovereign. I may say that was at the request of the tenant. He took a cottage and a little holding, and in course of time he had a numerous family, some 8 or 10, and he asked me to extend the house. I built him a large storey on top on that condition, which he agreed to.

Sir *John Llewelyn*—continued.

43,029. Have you given any abatements?—Yes; 10 per cent. at Michaelmas 1886, Lady Day 1887, Michaelmas 1887, Lady Day 1888, Michaelmas 1888, and at Lady Day 1889, 5 per cent.; the others were all 10 per cent. Then Michaelmas 1892, Lady Day 1893, and Michaelmas 1893 all 10 per cent.

43,030. And the rents have not been raised for many years?—No; except that one instance I mentioned.

43,031. Except in the case of the 1*l.*?—Yes.

43,032. What have been the fluctuations in the prices?—The prices of cattle, sheep, and pigs have been up and down tremendously.

43,033. You say that the Lady Day rents are paid early in June, and the Michaelmas rents in November?—Yes.

43,034. What is your opinion about the preferential claim?—I think it inclines the landlords to give tenants credit at times, and also that it increases competition for farms. If the preferential claim of the landlord were abolished, I think it would tend to knock out what in the trade are called "wasters"—the weak competitors.

43,035. That would not affect the competition very much, would it?—Well, you see when the landlord has a preferential claim he, as a rule, does not inquire into the substance of the tenant as much as if he had not.

Mr. *Richard Jones.*

43,036. So that you really are in favour of the abolition of the preferential claim?—I do not say that. I am not against it.

Sir *John Llewelyn.*

43,037. What are the charges that are paid by the owner?—The usual charges; we pay the land tax and the chief rent; there are not many of them.

43,038. Are the tithes paid?—The tithes are paid by the tenant.

43,039. Have the rates increased?—Slightly in some parishes.

43,040. What is that attributed to?—They have school boards in one or two parishes.

43,041. What is the average size of your farms?—From about 50 to 100 acres, some less.

43,042. Have you had any consolidation?—There has been none in my memory.

43,043. In places if there is consolidation what would the effect be?—I think the larger the farm the larger crops they get in proportion as they have a larger command of capital.

43,044. Would it cause any increase of the employment of labour?—I do not think it would much, inasmuch as they have better implements and larger capital, and a greater division of labour.

Mr. *Richard Jones.*

43,045. And more employment of machinery?—Yes, the larger the farmer the more capital he can employ in machinery, manures, and so on.

Sir *John Llewelyn.*

43,046. Is there any sub-letting on your property?—None that I am aware, except in very small instances—I mean they sub-let small fields for cabbage plants and so on.

43,047. Do they sub-let at a higher rent as a rule?—I should think so.

Mr. *Richard Jones.*

43,048. But generally you discourage it?—Yes.

Sir *John Llewelyn.*

43,049. Do the large or the small farms get most attention from the farmer?—I am inclined to think that the small do.

43,050. But during the depression which of the two do you think were the worse off—the large or small?—I think the small were the worse off, inasmuch as they had not as many eggs in their basket as the large farmers.

43,051. What is your opinion of the cultivation of the land?—Do you mean as a whole?

43,052. We will put it in this way: is there more pasture than there used to be?—Yes, it is nearly all pasture. There is very little corn grown there.

43,053. Is there butter-making?—Principally butter-making.

43,054. And young stock?—Yes, they rear stock and sheep and so on.

43,055. Do you consider there is a scarcity of labour?—Yes, the labourers go off to the works as a rule.

43,056. Is there any land going out of cultivation?—None that I am aware of.

43,057. What are the improvements that are taking place on the estate?—We do all the improvements, the buildings.

43,058. Who does the drainage?—We do drainage, as much as is done; there is not much wet land, but all that has been done has been done by us.

43,059. Both finding the pipes and paying for the labour?—Yes. They probably would haul the pipes up.

43,060. Does the same thing apply, may I ask, with regard to the buildings done by the landlord—that is the material buildings, houses and outhouses: does the tenant do the haulage?—He would do the haulage unless it were excessive. If it were excessive we should get someone else to help him and pay him.

43,061. The ordinary rule would be that the tenant does the haulage, but in extraordinary cases you would help?—If the haulage was excessive, yes. With regard to the repairs, I may say that Mrs. Stephens has spent about 150*l.* a year for the last five or six years in repairs, and I should say her income was about 800*l.* from land.

Sir *John Llewelyn*—continued.

43,062. Do you find the gates?—We find the rough materials for gates.

43,063. And the roofing?—Yes, roofing of houses. It is always done by us.

43,064. By the landlord?—Yes.

43,065. What are the tenant's improvements: are there any?—None in the way of repairs that I am aware of.

43,066. But the usual course of husbandry?—A stitch in time they do here and there of course; just a small item.

43,067. With regard to the Agricultural Holdings Act, is that used?—The 1883 Act, it is more or less a dead letter. They do not understand it, and they have never read it so far as I am aware.

43,068. You do not contract out of its operations?—No.

43,069. You have put down in the syllabus of your evidence that you do not contract out of the operation of the Act; that means, I suppose, the clause with regard to the six months' notice?—Yes, they all have twelve months' notice.

43,070. What are the allowances to the outgoing tenants?—They harvest and sell their own crops by auction. It has only occurred in about two instances within my recollection, and they have a sale about the 29th.

43,071. Does the manure and the produce remain on the farm?—If the incoming tenant buys the manure when he is going in, he is paid when he goes out; if not he is not.

43,072. Do you recognise any tenant right?—No.

43,073. Do you consider the Agricultural Holdings Act not to be quite satisfactory. You suggest some amendments. I should very much like to hear them?—I do not consider tenants have sufficient security for laying out capital on their holdings. I do not know whether I might put in a paragraph from the "Welshman," dated Friday, February 23rd, 1894, that I had the honour of reading before the Chamber of Agriculture here. It is very short, and it mentions the suggestions which I refer to.

43,074. I should be very glad to take your opinion upon it. It is a question which we want to have answered?—The article is as follows: "The Agricultural Holdings Act is all "very well as far as it goes, but, in my humble "opinion, it does not go far enough; and, more-"over, it is full of pitfalls for the tenant "unlearned in law, and what tenant, may I ask "gets a solicitor to advise him before doing "this or that improvement on his farm. Be-"sides, believe me, such advice is costly. The "remedy I suggest is something as follows: I "may say that I have not a cut and dried "plan, but it might be something on the follow-"ing lines: Suppose a tenant to have agreed "with the landlord to take the farm at, say, "100*l.* The farm should then be scheduled in "fields and valued by two farmers (one chosen "by tenant and one by landlord, with a referee "if they fail to agree); each field should then "be set down as in such and such condition

Sir *John Llewelyn*—continued.

"and of such and such value, having regard to "the rent. Let us suppose the farm to be 10 "fields, and for simplicity, the fields to be of "equal value, they would then, of course, be "10*l.* each. The tenant then goes into occupa- "tion and improves half the fields, keeping the "other half in much the same condition. He "then leaves for some cause, or his lease termi- "nates. I suggest then, that the farm be "valued again by two farmers (the same, if "possible), and if it be found, on referring to "the previous valuation and to his accounts, &c., "that half the fields are worth 12*l.* each instead "of 10*l.* when he went in, then he should be "paid so many years' purchase (whatever is "decided to be fair) on the increased value of "the fields, and this sum should be handed him "when he leaves the farm. If some system on "the lines I have mentioned, or something "similar, were adopted, I think that tenants "would be found far more willing to lay out capi- "tal freely on their farms, the productive capa- "bilities of the soil would be stimulated, and the "tenant would have the satisfaction of knowing "that he would be able to recover, at any rate "approximately, all the capital he had sunk in "the farm. Moreover, the tenant would gain "in two ways. Firstly, in security of tenure, "for the landlord would not evict on some "frivolous pretext if he expected a heavy bill "for compensation, and, secondly, by applying "more capital he would obtain greater gross "profits. On the other hand, the bad farmer "would be stimulated by the fear of having to "pay for deterioration, and if he should allow "the land to deteriorate it is not for the public "interest that fixity of tenure should, in his "case, be considerable; in fact, giving the land- "lords compensation for deterioration, and *vice* "*versâ*, would tend greatly to improve farming. "The gain to the public is obvious. Any im- "provement in the most important of all "industries would at once be reflected in manu- "facturers and trade. I must say that it seems "to me a monstrous injustice that a landowner "should be able to levy or exact rent from "the capital sunk by his tenant in improving "the farm." That was one suggestion I had to make, that the tenants have not sufficient security for laying out capital on their farms.

43,075. With regard to the game, have you anything to say?—There is very little game about. With reference to a sliding scale, there is no doubt that the sliding scale rent is the fairest, but I do not see how you could possibly calculate it. It would be so complex. I think sliding scales have gone out of use, having been in use in the South of Europe I believe, and in some parts of Scotland. They seem to have gone into disuse entirely, they are not satisfactory; in fact I do not think a tenant would like to have his landlord as a sleeping partner in his concern. Besides, it would be very difficult to calculate unless you went into the cost of production and the price of the raw articles

Sir *John Llewelyn*—continued.

43,076. As part of your evidence I am sure it is extremely interesting. Have you any other amendments to suggest?—I do not see why a tenant also should not have compensation for disturbance if he is evicted by reason of the whim of an agent or a landlord or anything of that sort.

43,077. Do you know of any instance of capricious eviction?—No, I cannot say that I do. I know of instances of tenants having their rents raised on their own improvements, but I do not think on our property.

43,078. Would those be instances in the case of what we call large properties, or what?—Generally the small owner I have found to be the worst, more especially the mercantile man, who has made money in business and invests it in farms; he generally wants a steady return of 4 or 5 per cent. for his money.

43,079. Generally the small landowners are worse than the large landowners?—That is my experience.

43,080. Then with regard to damage done by game, you seem to say that there is one case which you know of where some damage was done?—The tenants, so far as we are concerned, are perfectly free to shoot rabbits, but I must say I am rather averse to trapping, and that sort of thing.

43,081. It is a most effective mode in some cases?—Dogs, cats, and so on get into traps.

43,082. Traps are the most effective way of keeping rabbits down. I wish someone would invent some other means of keeping rabbits down; but traps are found in practice to be most effective?—No doubt they are effective.

43,083. You suggest that tenants should be encouraged to shoot rabbits?—We only have two places where there are rabbits, and there they have, up to quite recently, shot the rabbits themselves; two of them did, anyhow.

43,084. In case of shooting, are the tenants obliged to beat?—There is no obligation.

43,085. It is volunteered?—It is volunteered, especially in the winter, when they have not much to do.

43,086. What is the effect of game-preserving?—I say, when not excessive, that I think it tends to encourage good feeling. Of course, if excessive, it would tend the other way.

43,087. What is the proportion of game offences to other offences?—In these particular petty sessions there are not many game offences.

43,088. Comparisons are odious, so that perhaps you had better not compare them with anything else?—No.

43,089. Is there much trespass?—I object to trespass by stray dogs, very much; it tends to sheep worrying, and so on. I do not see, myself, why female dogs should not be chained up in certain periods of the year; I know it is very objectionable the way in which they come

Sir *John Llewelyn*—continued.

about houses, three or four dogs at a time, and they tend to worry the sheep. I have known several instances.

43,090. Is there any attention paid to fruit culture or horticulture?—No.

43,091. Or any attention paid to bee-keeping?—There is very little of that except the smothering plan.

43,092. What do you say as to instruction in butter-making?—The lectures are well attended.

43,093. Then as to manures?—They had some lectures at Conwyl a year or two ago on manure, which were at first very well attended, but whether they benefited by them or not I cannot say. There were 40 the first time, 15 the second, 3 the next, and 1 the last. I was the one.

43,094. There is co-operation in the butter factory at St. Clears?—There is. That is the only co-operation I know of.

43,095. Are there any cases of insurance?—They do not insure the buildings. We insure some of them.

43,096. In case of purchase of holdings by the tenant is the money often borrowed?—Almost invariably about two-thirds borrowed.

43,097. And at what rate?—About 3*l.* 15*s.* or 4*l.* per cent.

43,098. In your opinion, is the freeholder in a better or a worse condition than the tenant farmer?—I should say he is worse off because he has to do his own repairs.

43,099. Do you find that tenant farmers work on the small farms with their servants?—Yes, they do, and the children.

43,100. Do the children get any remuneration?—They get clothes, and a little pocket money, and they get dowries when they marry, and are set up in life to the best of their parents' ability, of course.

43,101. You suggest that the tenants who have no children pay the rent, and you conclude that others are able to?—Yes, that is my conclusion. I know some tenants, who pay the rent who have no children, so that, I presume, the others are well able to.

43,102. What is the amount of labourers' wages?—From 15*l.* to 20*l.* I should say roughly.

43,103. And what per day?—About half-a-crown a day, and a little more at hay time.

43,104. A little more at harvest time?—Yes.

43,105. Do they have a right to graze cattle or sheep?—The farm servants are generally allowed to keep a couple of sheep on the farm—one or two.

43,106. What is the supply of cottages upon your property; they are scattered about, I suppose?—Yes.

43,107. Do some few of them have gardens?—They all have gardens.

43,108. Do they sometimes have more than the gardens?—Some of them try to get fields if they can.

43,109. Is the land and the house usually held from the landowner or from the farmer?—They are almost entirely held from the landowner in our case, except one little cottage.

43,110. When do you think the trade depression commenced?—I think it began from about 1874 to 1875, more or less. Then I think it was worse in 1889 or 1890.

43,111. Are the relations friendly between landlord and tenant?—The mutual relations are very good.

43,112. Then, with regard to the causes of the trade depression, could you give us your opinion as to those causes, and suggest any remedies?—The depression, I presume, is due to the fall in prices, and the fall in prices I attribute to be due to two or three reasons, one being industrial progress. The second, I think, is due to the contraction of the currency in gold-using countries; and the third is, I think, that the trade is with difficulty carried on, because there is an absence of a par of exchange with silver countries. That is the third reason; but I should put the second as the principal cause.

Professor *Rhŷs.*

43,113. Where is Traws-Mawr?—Four miles from here.

Sir *John Llewelyn.*

43,114. Which direction is it in?—It is close to Conwyl, a mile and a half from there.

Professor *Rhŷs.*

43,115. What language do your tenants use?—Welsh.

43,116. And you speak Welsh, of course?—Yes, I do.

43,117. If you, speaking Welsh, had to employ an agent who did not know Welsh, that would not facilitate matters?—No, but I do not know that I should employ an agent any way.

43,118. You would not employ an agent who did not know Welsh?—If I had an agent I should not. My property is not big enough, in the first place, but if I had an agent I should certainly see that he understood Welsh.

43,119. You have cottages on the farms, and they have gardens, I think, you said?—Yes.

43,120. About how large are the gardens?—Small gardens, where they pay about 3*l.* for the cottage and garden.

43,121. Would it be a good thing for these people to have small allotments, do you think; would they like allotments if they could get them?—If they could get them close.

43,122. They would take them?—Yes.

43,123. And take them at a rate that would pay the landlord, would they not?—Probably they would.

43,124. I see that some of them are underlet. That would also meet that point, would it not? Do you approve of underletting?—I said that they did not underlet as a rule, except small bits for cabbage planting and that sort of thing.

43,125. Yes. You do not approve of underletting. Would not the small allotments do

Professor *Rhŷs*—continued.

away with that, and do better?—I think they only took these small allotments for a couple of years, especially the cabbage plants.

43,126. Do you keep many gamekeepers?—We keep none.

43,127. We have had a great many instances where the farmers say that the gamekeepers are at the root of all the bitterness between the tenants and their landlords?—Yes, I have heard so.

43,128. Do you think there is some truth in that?—I cannot offer an opinion upon that question.

43,129. How about the statistics with regard to morality in this part. I see that is treated under one of your headings?—Yes, the cases are pretty frequent here. I have no statistics, but the cases are pretty frequent at the petty sessions.

43,130. How about the accommodation of the farm-servants in most of your farms. Where do they sleep?—I think the male servants as a rule sleep over the stable.

43,131. Where do they spend their evenings?—Is there room for them in the kitchen?—I do not know where they spend their evenings. They have two rooms usually in each farm-house, and some of them have what they call a "gegin fach" (small kitchen) outside, which would make three altogether.

43,132. Are the farm servants welcome to those kitchens?—Yes, I think so.

43,133. Is there room for them without disturbing the family?—Yes, I should say so.

43,134. You do not think that the frequency of the cases that you alluded to, is partly owing to bad accommodation for the farm servants?—I cannot trace it to the accommodation much.

43,135. Have you thought of that?—Well, you see the female servants are usually in the house, while the male servants are out. I should have thought that would have tended the other way.

43,136. But, on the other hand, they have no control over the movements of the men servants during the night?—No, not more than anybody else, of course.

43,137. You mentioned compensation for capricious eviction?—Yes.

43,138. How would you get that to work?—It would be rather difficult I admit, but it might be done through the medium of a county council. It would be rather difficult to assess, I admit.

43,139. You would require a court of some kind?—Yes, you would, it would have to be sued for, I suppose.

43,140. You mentioned the amount of repairs. Did you give us your rental?—Mrs. Stephens, my mother's, rental I have mentioned.

43,141. I do not remember the rental?—I said about 800*l.*

Mr. *Richard Jones.*

43,142. You say that the agreements between you and your tenants, Mr. Stephens, are only verbal. Do you find any difficulty at all with your tenants owing to this?—We have never had the slightest difficulty with them. I think we have the best set of tenants that I know of in the neighbourhood.

43,143. You find that they do not really abuse the liberty that is extended to them, and that it is not necessary to put in restrictive clauses?—I mean if they were to sell a lot of hay they would probably say, "Do you mind my selling so much hay," or anything of that sort, which would not be refused. I do not think they have more than three white crops; it would not pay them to do so.

43,144. When were the rents last fixed?—That I cannot tell you.

43,145. You say of your own knowledge that they have not been raised for 15 or 20 years?—No, except that one instance I gave you.

43,146. You say that on your estate when a tenant pays for manure he also gets the payment when he leaves. That is so, is it not?—Yes.

43,147. Is that customary on other estates, because if it is not, difficulty arises. Perhaps, say, on your estate the tenant has to pay for manure when he comes in; he gets payment when he leaves; and when he goes into another farm on another estate he goes in and he does not pay anything for the manure. Unless there is the same principle on all the estates in the neighbourhood, in some cases there may be an act of injustice?—What we do is if he pays when he comes in he is recompensed when he goes out, so that he is no loser so far as we are concerned.

43,148. No, so far as you are concerned he is not, but it generally works out badly unless the same principle is adopted in all the neighbourhood?—It might, I should think, but so far as we are concerned we have only had two changes of tenancy in my recollection. Of course I have not had much experience in that line.

43,149. You really acknowledge that you are in favour of some tribunal to settle disputes that may arise?—I say that I am in favour of a tribunal to value any money that a tenant has sunk in his farm.

43,150. But not for the adjustment of rents?—I do not see how you can adjust that unless you follow the laws of supply and demand.

43,151. But that is already done in the Highlands of Scotland?—Yes.

43,152. By a court or commission?—Yes, they are I believe there, but then I should like to know whether the landlord would have the choosing of the tenants.

43,153. He has the choosing of a tenant unless the former tenant bequeaths the tenancy?—It could invariably lead to a premium being paid by one of them.

43,154. You would like the landlord of course to have the choosing of the tenant?—Yes, and then it would lead to a premium being paid.

43,155. But free sale is prohibited?—Yes, but you cannot prohibit money being given. You could not very well prohibit money being put down. You see what I mean; suppose my rent

Mr. *Richard Jones*—continued.

is fixed at 60*l.*, and one comes to me and says, "I will give you 100*l.*," and another one says "I will give you 50*l.*," I should probably take the one who offered 100*l.*

43,156. But he cannot sell to whoever he likes; he can only sell to the nearest relative?—Yes, but when there is a death I mean.

43,157. Yes?—You see the landlord would have the next choice of tenant.

43,158. Yes, he would?—In that case what I said would probably occur.

43,159. How do you mean?—Two tenants come to me, and suppose the rent is fixed by the authority——

43,160. But do you place yourself in the position of the landlord?—Yes, when the tenants come to me, and suppose the rent is fixed at 50*l.*, and one offers me 100*l.* and another offers me 50*l.*, I should take the 100*l.* gentleman probably.

43,161. It would be a judicial rent, do you see?—Yes, but I mean to say if I had the choice of the tenant I should take a premium probably.

Professor *Rhŷs.*

43,162. You would look to the men's resources, would you not?—Yes, but if the rent was fixed by an outsider I would look to the premium probably more.

43,163. But you would only have rents adjusted in cases that you could not agree with regard to the rent between you and the man in possession?—Yes, but those are the premises I started from.

43,164. A man who wishes to take a farm of yours cannot bring you to court to adjust rent for him. I do not suppose that is contemplated?—Those are the premises I was starting from.

Professor *Rhŷs*—continued.

Mr. *Richard Jones.*

43,165. You think that the law would not be sufficient to prohibit that?—No, I do not see how it could.

Sir *John Llewlyn.*

43,166. There is a question put in by Mr. H. Harries, "What was the dispute between you and the outgoing tenant of Blaencynlleth"?—It would take some time to go into that.

43,167. I see that one of the witnesses who is going to be called is from Blaencynlleth?—That is the new tenant. *See* 43,223.

43,168. Then we had better not have that explanation now?—I am perfectly willing to go into it.

43,169. You may or may not, just as you like?—I am perfectly willing to answer the question. There was a man in possession of the farm whom I rented it to, and when he was in possession his brother came down from London. It seems that he had enough of his brother from London interfering with the place and so on, and he surrendered the farm to me by an ordinary surrender. He went out of the farm, but this gentleman from London refused to go out. I then issued a writ against this gentleman from London, but owing to the assizes not being held until March, and this occurring on the 29th September, of course there was five months gone, and I had to settle it, and pay him about 30*l.* or 40*l.* for his going out. I forget the exact amount, but I can find out. That was that little business. I was the loser over it unfortunately.

The witness withdrew.

Adjourned for a short time.

Mr. David Lewis called and examined through an interpreter.

Sir *John Llewelyn.*

43,170. Are you Mr. David Lewis of Pontantwn Farm, Llangendeirne?—Yes.

See 37,076–37,199; 38,197–38,251.

43,171. What is it that you wish to say?—I wish to speak with regard to what Mr. William Thomas said at Llanelly, that Mr. Saunders did not give abatements. I say that Mr. Saunders did give abatements.

43,172. The words used, I think, by Mr. Thomas were these: "Some landlords have made "abatements varying from 5 to 20 per cent., but "these were landlords who rented cheapest. "Mr. Saunders Glanrhydw (and he named "some others) made no abatements." What is it that you wish to say to that?—I say that he has given abatements; he has given me an abatement of 40*l.* in fact. My rent used to be 220*l.*, but it is now 180*l.*

Sir *John Llewelyn.*

43,173. What is it now?—180*l.*

43,174. Is that a temporary abatement or a permanent reduction?—No, it is permanent in so far as I know, and I know it.

43,175. What else have you to say?—That we as tenants like Mr. Saunders, and that we are all on friendly terms with him, except Mr. W. Thomas.

Sir *John Llewelyn.*

43,176. Would you inform me to what extent Mr. Thomas modified the words which I have read. This is not a copy of the shorthand writer's notes, so that we have not his evidence in full.

Mr. *Richard Jones.*

He said "to my knowledge."

Sir *John Llewelyn.*

43,177. Was the abatement or reduction given to each of the tenants?—No, only to the oldest tenants, because those who took to the farms under the new tenancy were taking them now in bad times.

43,178. Have you anything else to say?—Nothing particular, unless you wish to hear something from me.

43,179. I think we had better keep to the rebutting evidence?—I beg your pardon, but I should like to hand this in. [*The witness handed in a document.*]

Sir *John Llewelyn*—continued.

43,180. I think it better to confine ourselves to the rebutting evidence now?—This is a memorial.

Mr. *Llewelyn Williams.* If that is going to be done, I have a question to ask.

Sir *John Llewelyn.*

We do not take testimonials to character. We are unanimously of opinion that now we had better confine ourselves to rebutting evidence, but perhaps there may be another opportunity for your giving further evidence.

The witness withdrew.

Mr. John Evans called and examined through an interpreter.

Sir *John Llewelyn.*

43,181. What is your farm?—Glanrhydw farm.

43,182. What do you wish to say?—I say that my landlord is a good landlord, and that I get all that I want from him.

43,183. Have you had any abatement in your rent?—Yes, I get 25*l.* per year.

Sir *John Llewelyn*—continued.

43,184. Have you anything more to say?—No, I have nothing to say beyond that I get everything I ask from him

43,185. You have had abatements of rent?—Yes, for years.

The witness withdrew.

Mr. William Evans called and examined.

Sir *John Llewelyn.*

43,186. What is the name of your farm?—Gwempa.

43,187. Have you heard what Mr. Lewis and Mr. Evans have said?—Yes.

43,188. Do you have also an abatement in your rent?—I took my farm last Michaelmas twelvemonth, and the landlord made a reduction for me at the time.

43,189. Did you have an abatement?—He made a reduction of 40*l.* a year. I cannot say about the old tenants.

43,190. What I mean is, it was not confined to them. You had some, even though you were a new tenant?—Yes, he made a reduction of 40*l.* in the farm when I took it.

43,191. A permanent reduction?—Yes.

Mr. *Richard Jones.*

Really your evidence does not apply. The question is with regard to abatements.

Sir *John Llewelyn.*

43,192. Have you anything else to say?—Yes, about the statement that was made that he was not on good terms with his tenants. All the tenants are on good terms, I believe.

Mr. *Richard Jones.*

I do not think Mr. Thomas made that statement. It is not in his evidence, Sir John.

Sir *John Llewelyn.*

43,193. The following questions are by Mr. Llewelyn Williams:—"Is Mr. Saunders of "Glanrhydw on good terms with all his "tenants?"—All I know of, except Mr. Thomas, partly.

43,194. "Is it a fact that you were once a "Nonconformist and are now a Churchman?" —No, I was never a Nonconformist. I have always been brought up in church since a child. Of course I attended a Methodist chapel when I was in the farm which I occupied before through inconvenience; the distance was too far to go to church; I had three miles to go to church over the mountain, and then I thought it better to go to the nearest place of worship.

43,195. "Do you know that all the tenants "have had abatements?"—No, I know nothing about it.

43,196. This is a question also from Mr. Llewelyn Williams:—"Did not some of the "tenants other than Mr. William Thomas "refuse to sign a memorial with reference to "Mr. Saunders?"—I do not know.

Mr. WILLIAM STEPHENS called and examined through an interpreter.

Sir *John Llewelyn.*

43,197. You are the tenant of the Bridge Inn farm?—Yes.

43,198. You have heard the evidence of the last three witnesses?—Mr. Thomas said I would have to go to church before I could get the Bridge Inn Farm.

43,199. Is that true. The words are these: "The present tenant of Bridge Inn promised to "go to church before getting the Bridge. Before "that time, all the year to last September, he "was a member of the Methodists"?—No, but the name was on the books, only it had not been erased. I had only been two or three times during the three years in the Methodist chapel. I was on the chapel books.

Professor *Rhŷs.*

43,200. Were you a member there at all?—Yes.

43,201. Till when?—Till they crossed it out, after I had gone to church.

Sir *John Llewelyn.*

43,202. Is it true that you promised to go to church before getting the place?—No, I did not say it to anybody. I did not tell anybody.

43,203. Is it true that you promised to go to church before getting the Bridge?—No, no one ever asked me the question.

43,204. Have you anything else to say to the Commission?—No, I have nothing to say unless it is necessary—unless you wish me to say anything more.

Professor *Rhŷs.*

43,205. I simply want to be clear on this. You were once a Nonconformist and you belonged to the chapel?—Yes.

43,206. What chapel?—It was a Methodist chapel.

43,207. And when you took the Bridge and went to live at the Bridge Inn Farm, you went to church after that?—I used to go to church more often before, but it was about that time that I went.

Sir *John Llewelyn.*

43,208. You sometimes went to church before and sometimes to chapel; is that so?—Yes.

Professor *Rhŷs.*

43,209. But you were treated as a member of the chapel?—Yes, and I can give you the reason why I got it.

43,210. Got what?—The reason why I got the Bridge. I was a servant of Mr. Lewis, Pontantwn, for 39 years, and that was of assistance to me in obtaining the Bridge.

Sir *John Llewelyn.*

43,211. Who is Mr. Lewis of Pontantwn?—The first witness.

43,212. The following question is by Mr. Llewelyn Williams: "Did you not tell Thomas "Jones that you had to promise to go to church "before getting the farm at Bridge End"?—I do not deny those words. I said so in order that I might have peace from them, because they inquired the reason from me on the road. There is the truth.

The witness withdrew.

Mr. DAVID REES called and examined through an interpreter.

Sir *John Llewelyn.*

43,213. Does this statement contain your evidence, and is it correct?—Yes.

43,214. You have seen the statement?—I know what it is, but I cannot read it in English.

43,215. You know what the statement is?—Yes.

43,216. Then I think we will have it read.

The following statement of the witness was then read:—

The Evidence of DAVID REES, tenant farmer, Forge Farm, Bronwydd Arms.

Personal.—In the year 1868 I became the tenant of Fronfelen, the property of Mary Lewis, Frongoch. Seven tenants had occupied the farm in the last 18 years. I took the place for 3*l.* more than the preceding tenant, because Mary Lewis had told me that she was getting that much for it. I made an agreement with her for 21 years. One part of the place was very wet, and the other part a wilderness, but I stuck to it, drained the wet land, and cleaned the wilderness. I limed it all during that time, and laid every field down as pasture and manured it well. It was part of the bargain that I was to have

Sir *John Llewelyn*—continued.

timber for repairs, but Mary Lewis died and another became the owner. The new landlord sold every bit of timber there was on the land, and I had to find my own timber. I built three new buildings. The landlord told me to stick to it so that I might enjoy it in my old age. I had two sons who were out in service, and who gave their savings to me to pay the rent and to carry on the improvements, and two other children working at home without wages. Within one and a half years of the 21 years the landlord and myself had a conversation, in the course of which he said that I should not go from the place, nor should the rent be raised. On the strength of those words I limed a field, and about a month after, Mr. Benjamin Evans, Brithdir, auctioneer, and the landlord came to the yard and said that they wanted to value the land ("cerdded y tir") as the landlord had determined to sell it. Mr. Evans said, while walking with the landlord over the land, that the crops showed that there was an excellent farmer there. It was part of the bargain, also, that I should have gates and gate-posts, but I never had them, and I made some myself. These

Sir *John Llewelyn*—continued.

I had to leave behind me, and all the other improvements I had made, without a penny piece as compensation. The value of the farm when I went there was about 300*l.*, and it was sold at the end of my tenancy for 540*l.* The new owner came to live there, and I had to go in search of another home. I had two children who were earning—one of them getting 35*l.* and his food at a shop, and the other 24*l.* and his food. They wrote to tell me to take Y Dderwen Groes, a farm belonging to Mr. A. Stokes, St. Botolph's, as they thought my wife and I were too young to give up farming, and that they would prefer to help us. Y Dderwen Groes was a bad farm. Few tenants stayed there for more than three or four years. The land had been badly cultivated, and there was a great deal of wild and wet land. The landlord promised, when I took it, to do all the necessary repairs, but he made no repairs. The farmyard was very wet, and he did help us a little to put that right. There was a good deal too little accommodation for the cattle properly. I was compelled to build a shed sufficient for eight cattle and two colts. We had eight yearlings, and I had to put them in a building that was too small for them, and four of them died because the place was too small, and there was not much "shape" on the rest. We had two sows without a sty for them. I had to take the carts out of the cart-house in order to house one of the sows when she littered, while the other littered on the dung-hill on a cold winter's night and the whole litter died. We had four acres of green crops on the top of the land, separated from the house by some very wet land. The best way, therefore, to cart them to the house was by crossing a neighbour's field which belonged to the same landlord. There were 120 drills of turnips in the field, and I had been offered 10*s.* per row for them, but it was no use trying to sell them as the agreement was against me. In November I went to pay the rent to the landlord, and told him that I could not go to the field except by crossing my neighbour's field. He said that he would be coming up in a week's time to give me a road. I then drew most of the turnips. It froze, however, for a week, and my turnips were frost-bitten. In April my landlord came up and gave me a road over my neighbour's field. But all my turnips were frozen. And I built two pig-styes in the third year of my tenancy, and I made ditches of the length of 51 perches, according to what Mr. Stokes told me when I took the farm. I gave in a bill for the pig-styes for 3*l.* 0*s.* 4*d.*, but the landlord tore it up and threw it into the fire, saying that he never told me to build them. He said also that he did not remember that he asked me to make the ditches. Thomas John, Yet-y-ffin, wrote to him for me begging him to make some repairs, but to no good purpose. Five per cent. was given back in the rent to all the tenants, but nothing was given me because I was leaving. I refused to pay the last rent in full, as I had done the ditching at Mr. Stokes' instance. But the 8*l.* which I kept back did not compensate me for the improvements which I had made, and which I had to leave. I had limed five fields, I sowed seeds in five others, and I carried 15 tons of manure from Llanstephan station during the four years of my tenancy. I had besides cleared five acres of furze, and the children and I had given our labour for nothing during the four years. I produce copies of agreements with Mary Lewis and Anthony Stokes, the latter of which contains several very unfair clauses, such as keeping a dog for the landlord, paying a fowl and coal duty, and leaving all the manure on the farm without any allowance.

Rents. — There are many instances where rents have been raised on the tenants' improvements, *e.g.*, the rent of Nantglas Isaf (the property of Mr. Thomas Abergwili), has gone up from 1860 from 40*l.* to 55*l.*, on improvements by draining, &c., made by the tenant. The rent of Pantrhiw (the property of Mrs. Davies Llwyndu) has gone up in the same time from 40*l.* to 60*l.*; of Mill Farm from 100*l.* to 140*l.*

Insecurity of tenure.—The case of Y Dderwen Groes, where there have been eight tenants since 1860, will illustrate the insecurity of tenure and the frequent changes in the tenants.

Labour. — Labour has gone up enormously in price in the last 30 years. Labourers get 1*s.* 6*d.* as against 10*d.* a day, and food; men servants, 24*l.* as against 8*l.* a year; carpenters, 2*s.* 6*d.* as against 1*s.* 3*d.* per day; and female servants, 13*l.* as against 4*l.* a year.

Mr. *Richard Jones.*

43,217. Have you copies of the agreements?—Yes. [*The witness handed in copies of agreements.*]

43,218. Was the 8*l.*, which was kept back in the rent, enforced?—No, not yet, but I have received a letter saying that I must pay soon. I have the letter in my pocket.

43,219. What was the cause of these tenants leaving Y Dderwen Groes?—Of course they failed to pay for the farm.

43,220. The rent was too high?—Yes.

43,221. Do you think that religion has anything to do with the letting of farms?—Yes, I think there is something in that, too.

43,222. Can you prove it?—I do not know, indeed. Perhaps it is better that I should not prove many things.

43,223. If anybody tries to intimidate you, or if you think you will suffer any evil consequences, the Commission will protect you so far as the law will permit them. Have you any proof of it?—I have a proof, but I think it is better that I should not say it; unless I keep it to myself you will not. The person to whom I refer was doing me harm on the one hand and doing me good on the other. Can I say that much? Can I state it without mentioning who the man was?

43,224. We can take it for what it is worth, but, of course, it would not be so valuable as if you mentioned names?—I may say it in this way: I went to a clergyman to ask him for a

Mr. *Richard Jones*—continued.

character, in order to get a place. He gave me a character provided there was not a Churchman against me who happened to be a Tory as well, but I was the first man with him after this person.

43,225. What you mean is this—a provisional sort of character?—Yes, on condition that there was no Conservative or Churchman against me. Otherwise I would lose the place.

Sir *John Llewelyn.*

43,226. Did you have the character?—Yes, I received the character, and I got the place because there was no Churchman competing for it.

Mr. *Richard Jones.*

43,227. Are you still on the place?—No, I have left the farm.

The witness withdrew.

Mr. Thomas Davies called and examined through an interpreter.

Sir *John Llewelyn.*

43,228. Is this your statement, and is it correct?—I understand it in Welsh. My brother has written it in English on my behalf.

43,229. Are you the tenant of Blaencynlleth, Conwil Elvet, Carmarthen?—Yes.

43,230. If your statement has been written on your behalf, can you vouch for the contents or not?—Yes, I can.

43,231. Then we will have it read.

The statement of the witness was then read as follows:—

In answer to the question, "Do you believe "that differences of language, creed, or politics "make any difference as to the relation between "landlord and tenant," I say that the landlord of the estate on which I am a tenant can converse in Welsh; hence, I cannot say whether difference of language makes any difference. Difference of creed or politics makes no difference whatever to relation between landlord and tenant. In answer to the question, 'Do you prefer tenancy from year to year to a lease? State your reasons.' Tenancy from year to year is, in my opinion, preferable to a lease; the foremost reason being that in holding from year to year the landlord has more sympathy with his tenants in times of trade depression, and so gives temporary abatements of rent. Then, in answer to the question, 'Judging by your own experience, do you think tenancy is reasonably secure in Wales,' as a result of my personal experience, I conclude that tenancy is perfectly secure in Wales, for on this estate no tenant has ever to quit as long as he will pay the rent.

43,232. What estate is it on?—Mr. David Stephens, Trawsmawr.

[*Statement continued.*]

See 43,006

In answer to the question, "Are you familiar "with the terms on which you occupy your "holding? Have you a copy of your agree-"ment? Are the penalising clauses, if any, ever "enforced against a good tenant," I say that no agreement is made between landlord and tenant, and no definite terms are entered into, beyond those as to amount of rent and when payable. There is, of course, a mutual understanding between the two parties according to the custom in this part of the country. Penalising clauses do not occur. "State your objections to a land "court. (In this connection consider whether, "if there were such a court to fix rents, the

Sir *John Llewelyn—continued.*

"landlords would be inclined to spend any "money on their estates.)" On the estate on which I am a tenant the friendly relations between landlord and tenant makes a land court perfectly unnecessary. The existence of such a court would, in my opinion, tend to destroy these friendly relations. Also such a court would lessen the landlord's interest in his land, and the natural result would be that he would not spend the money which at present he often does on improvements in his estate. Moreover, the court would not be likely to order such reduction of rents in times of depression as the landlord grants at present. In answer to the question as to the class of work done by the landowners in the way of building, draining, &c., and the terms on which it is usually done: the landlord pays all the expenses for building in connection with the farms, such as dwelling-houses, accommodation for cattle, &c. He also undertakes the draining when required; fences, gates, and posts; also manures and all seeds usually provided by the tenant. The manure for incoming tenant is paid for by the landlord. Then I am asked, 'Say any-'thing bearing on the subject which seems to 'you just.' Temporary abatements of rent readily granted during trade depression; especially of late years. Outgoing tenant obtains ample compensation for his improvements. There are rights belonging to tenants to dispose of their interests in their holdings to anyone to whom the landlord has no reasonable objection, and being rewarded and paid for his interests according to the amount of improvements he has wrought in his holding, he thus obtains sufficient compensation for any improvements. When this is not done the landlord himself grants sufficient compensation readily. Manure remaining at expiration of tenancy is bought by the landlord from the outgoing tenant and *given* to the incoming tenant; or may be sold directly by outgoing to incoming tenant, and latter then paid for it by landlord. All crops may be sold by auction by outgoing tenant. During first few years of tenancy the landlord gives considerable abatement of rent in respect of the sum spent by tenant on manures. On the estate of which I am a tenant the landlord has provided certain machinery for the use of those tenants who cannot afford to provide it for themselves. Rents fixed by proposal

Sir *John Llewelyn*—continued.

followed by private treaty, *but* holding *not* let to highest bidder, but to one most suitable as regards capital, &c.

Professor *Rhŷs.*

43,233. It strikes me that the relations between you and the other tenants and your landlord on the same estate are particularly cordial?—Yes.

43,234. Am I right in attributing that to the fact that both you and the landlord, or the men acting for him, can talk Welsh to a certain extent?—Yes, we are able to speak Welsh together.

43,235. But do you consider that helps?—No, I do not consider that.

43,236. You think you would get on just as well if he could not talk Welsh, and you could not talk English?—Yes, if he dealt with us as he does now.

43,237. Yes; but I did not suggest that that was the only reason?—I did not say that that was the only reason. When we want anything we can speak the same language with him.

43,238. That helps you so far, does it not?—Yes.

43,239. I suppose the true fact is that the agent or the gentleman who manages the estate takes a sincere interest in farming, and takes an enlightened view of the whole situation?—Yes, we go to him himself to ask for anything.

Mr. *Richard Jones.*

43,240. You say in your statement that a land court would not be likely to order such a reduction of rent in times of depression as the landlord grants at present. What reduction have you had from your landlord?—Ten per cent.

43,241. After taking 10 per cent. off, did you find that there was any profit remaining?—To me.

43,242. Yes?—Yes.

43,243. So that really the farm has paid you during this last year?—Yes, it paid for itself last year.

43,244. And has paid all along?—Yes.

43,245. You are very lucky. Do the tenants avail themselves of the Ground Game Act?—Yes. The landlord does not say anything against it.

43,246. That is, against the killing of the rabbits and the hares?—Yes, and the landlord comes over the land as well.

43,247. Of course the landlord has liberty to kill as well, but do the tenants use their authority to kill the hares and rabbits?—The landlord gives every liberty to kill the rabbits, and there has been no dispute.

43,248. Are you troubled by ground game at all? Do they eat your crops?—No, we have very little game on the estate.

The witness withdrew.

Mr. Stephen Jones called and examined through an interpreter.

Sir *John Llewelyn.*

43,249. Where do you live?—Dysgyrch Mill, Llangendeirne.

43,250. Is this your statement, and do you say that it is true and accurate?—I know what is contained in this statement altogether, but there is just one thing that is wrong. I do not understand English.

43,251. What correction do you wish to have made in your statement?—The only thing that is incorrect is this, that my landlord paid the mason and the carpenter for building a small kitchen and a dairy.

43,252. Subject to that alteration, is the remainder of it correct?—Yes.

The statement of the witness was then read as follows:—

The evidence of Stephen Jones, Dysgyrch Mill, Llangendeirne.

Personal.—I have lived under two landlords. I held my farm under my first landlord at a rent of 30*l.* About 1872 the landlord died, the farm was sold, and my rent was raised to 45*l.* In order to enable me to pay this increased rent I began to make improvements on the farm, at my own expense, from some little money I had saved. Fit buildings for the cattle were wanted, which in all reason the landlord ought to have done. Relying on his fine promises, however, I built two pigsties and a back kitchen and dairy, my landlord only giving the timber and tiles. I built a stable for the horses, which cost me 15*l.*, of which I got 5*l.* from the landlord. The farm was only 48 acres in extent, 25 acres being very wet. I drained seven acres at my own expense, paying both for the pipes and the labour. I wanted a road to the house, as there was practically no road. I carted 140 loads of stones, as my landlord agreed that a road was necessary; so that, after finishing everything, I was in debt. As the times were getting worse, and the landlord would grant no reduction in the rent, I determined to leave and get another tenant to take the farm. But the landlord found some fault in the tenant, and proceeded against me in a court of law, and I had to pay the whole costs. The first landlord was the Rev. Mr. Gronwy; the second was Mr. Richards, Llanboidy.

Sir *John Llewelyn*—continued.

43,253. Were they large landowners?—No, they were not very large landowners.

Mr. *Richard Jones.*

43,254. How was it you were under two landlords? Was the place sold?—It was sold. I was five years under the first landlord

Mr. *Richard Jones*—continued.

43,255. Was it the last landlord that advanced the rent up to 45*l.*?—Yes.

43,256. Did you try to sell your interest in the holding to the succeeding tenant?—I have failed to get anybody to take the old place.

45,257. But you say that you succeeded in getting a tenant, only the landlord would not accept him?—I failed to please the lady who owned the land.

43,258. There was something in the character of the tenant that would not satisfy the landlady; is that it?—Perhaps he had said a word about her at some time, but I do not know.

43,259. Did this tenant pay you any goodwill for entering into the farm?—No, nothing, only that I had got rid of the place.

43,260. Were you under lease?—No, I was not.

43,261. How did this action arise. You say that the landlord proceeded against you in a court of law. I do not understand?—I left the place without a notice, and this man was there for two years, and I paid the rent every year for those two years.

43,262. So that practically you were the tenant afterwards?—Yes.

43,263. Then you had not got rid of the place afterwards?—No, I paid the whole time, but then that other man was there under me. This is why he went to law. The lady who owned the land gave time to pay the rent, and she came there in Michaelmas to take possession, and she charged 3*l.* for bringing a conveyance from Carmarthen in order to take possession of the place. Then I put the matter with regard to that 3*l.*, and the rent, in the hands of a solicitor.

Mr. *Richard Jones*—continued.

43,264. And of course you lost the case?—I did not try the case. The landlady served me with a writ and the solicitor settled it of course.

43,265. What solicitor?—Mr. Griffiths.

43,266. Was that the solicitor that you employed?—No, my landlady's solicitor.

43,267. How did you settle it?—By my paying 22*l.* 10*s.* and 7*l.* costs.

43,268. So that it was practically a settlement of the case. If I understand you aright, your grievance is this, that you did not get compensation for the improvements effected on the place?—No.

43,269. And that really the rent was raised on the improvements carried out by you?—Yes.

43,270. That is practically your grievance?—Yes.

The witness withdrew.

Mr. THOMAS THOMAS called and examined through an interpreter.

Sir *John Llewelyn.*

43,271. You are the tenant of Coedwalter Fawr, Llangendeirne?—Yes.

43,272. This is your evidence in Welsh?—Yes.

43,273. The evidence will be read to you in English, and Professor Rhys will follow it in the Welsh language?—Yes.

The statement of the witness was then read as follows:—

Evidence of Thomas Thomas, Coedwalter Fawr, Llangendeirne, Carmarthen.

I am a tenant of Mr. Owen Thomas, Ffynon Eiddon, Llandefeilog, of the same county, who is the owner of the farm, which he bought 20 years ago for a price which was exceedingly high, and went there to live himself to farm it as well as to rent portions of it to his neighbours for 10 years, and as it did not pay him, he determined to get the whole of it off his hands in two parts (Coedwalter Fawr 100 acres, and Rhydw, about 18 acres). The rent of Coedwalter without taxes and tithe being 130*l.*, and Rhydw 29*l.* without taxes and tithe. My landlord would like to sell the farm if he could recover his money for it. This history of my landlord Mr. Owen Thomas will suffice. It became necessary that I should leave the farm in the year 1885, that is nine years ago, because the estate was being sold at that time. A message came to me then from Mr. Owen Thomas stating

Sir *John Llewelyn*—continued.

that if I wished to have Coedwalter I was to have the first offer, and off I went, as I had no other place to go to; it was about Whitsuntide of that year. I agreed with him to have a lease in the future, although fearing a high bargain. Well I moved to the farm, manured it throughout, started work tidying the buildings and hedges, bringing manure from Carmarthen, and at it night and morning through the years under many difficulties. A stringent lease, a hard and impecunious landlord, although begging and entreating for even a shilling in the pound, for which I would be very thankful. My neighbours receive two and three shillings in the pound and the tithe back when they pay their rent. I have further evidence to give if I am called upon to do so. In the face of all this there is nothing but failure to expect, and that in a fair way. My landlord should either re-take the farm or allow me to sell the lease. If any of the Commissioners desire to see the lease, I will hand it over with the greatest readiness. This is also with regard to Coedwalter Fawr. In consequence of the sales which have been made so often during the last 40 years, the rent has been raised from 80*l.* to 159*l.* in a year, and the farm is for sale today. I am in favour of a land court so as to be a mediator throughout the country between the landlord and the tenant. I should further wish if the Government would lend money to buy holdings at a reasonable rate of interest.

Mr. *Richard Jones.*

43,274. Do you think, Mr. Thomas, that there is any desire among tenants to be owners of their own holdings, if they could have security of tenure?—I am sure that we would like to have them.

43,275. You find that people like to become their own owners?—Yes, provided they get the holdings at a reasonable price.

Mr. *Richard Jones*—continued.

43,276. How would it be, supposing that a man had spent all that he had in buying a farm, we will say, and he had six or seven children, and when he died he would like to leave it equally for those six or seven children?—I should say they should sell the farm then, and divide the money if they like.

The witness withdrew.

Adjourned.

FIFTY-SECOND DAY.

The Town Hall, Cardigan, Cardiganshire, Monday, 23rd April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Chairman.

In opening our sittings in Cardiganshire, I think it well to read the remarks I made in Glamorganshire on the first day of the sitting of this Commission: "We do not anticipate that "the Commission can be made the means of any "unfair attack on the character or conduct of "any individual, but in case any individul "should feel himself aggrieved by any state- "ments which he believes to be unfounded, we "provide the following checks, which we believe "will be adequate for the prevention of pain or "injury. In the first place, permission will be "given to any person present at any sitting to "put questions in writing to any witness "through me, the Chairman; the Commissioners "reserving to themselves the right of deciding "whether such questions be permissible or not. "Secondly, the Secretary has been instructed "to send notice forthwith to every person "whose character or conduct is impugned by "the statement of any witness, thus giving "such person an opportunity of explanation, or "of rebutting the charge, either personally or by "letter." There is only one other subject which I have to touch upon, and that is concerning the protection of witnesses: "Experience has shown

Chairman—continued

"that, unless witnesses speak out boldly and "without fear, inquiries like the one we are en- "gaged in are futile. We have no reason to be- "lieve that undue pressure will be brought to bear "upon any class of witnesses or any individual "witness; nor have we reason to think that the "giving of evidence by any person in this "county will lead to his being in any way "injured. But it is of course possible—we cannot "shut our eyes to what has before now taken "place in regard to affairs of this kind—that "some men are less scrupulous than others, and "that it is possible that witnesses who speak here "what is in their minds may be subjected to "loss and annoyance. We desire, therefore "(and it is our duty to do so), to point out that "the recent Act, the Witnesses' Protection Act, "1892, affords a remedy adequate to meet any "ordinary case." I have to say that the Commissioners are unanimous on that point, that if there is any case of intimidation of any description we shall feel it our duty to take steps to give witnesses the utmost protection that the law allows, and I may say that the law affords adequate protection to witnesses.

Mr. WILLIAM OWEN BRIGSTOCKE called and examined.

Chairman.

43,277. You are a landowner, reversioner, trustee, county alderman, late chairman of Carmarthenshire County Council, a ratepayer in the Cardigan and Newcastle Emlyn Unions, and chairman of the former?—Yes.

43,278. You have been good enough to say you will lay evidence before this Commission. Will you be good enough to do so?—The first question I should like to touch upon relates to ownership. My evidence is based upon the series of questions which were drawn up by the Land Commission, and I have in a statement I forwarded endeavoured to epitomise it as much as possible. With regard to ownership, I think the question is to this effect, as to what ownership you consider best. Obviously an

Chairman—continued.

ownership in fee, unencumbered, has advantages over other forms of tenure, but in the case of small holdings, bought wholly or partially with borrowed money, a tenancy may be more advantageous.

43,279. Then what do you say as to management?—Home farms are very generally held by resident landlords; absenteeism is not common. On home farms a superior style of farming prevails, and much labour is employed. I do not think that difference in religion, language, or politics has much practical effect in the relations between tenant and landlord or agent, but undoubtedly a knowledge of Welsh is a great advantage. I should like to amplify that answer. A good deal of stress has been laid on this, that

Chairman—continued.

there is no sympathy between the landlord and tenant. My experience does not tend in that direction. I may say when the concerts or Eisteddfodau, or any social gatherings are held, it is very common, I may say almost universal, that the neighbouring landlord or squire should be asked to take part and preside on those occasions. So far as I know, they never refuse. So far as I am aware, there is very good feeling between landlords and tenants, and I think the feeling has improved of late years, especially since the formation of the county council, which has brought them more into contact with each other. For the most part agents are skilled specialists; solicitors also act as agents, some being without much practical knowledge of agriculture, others the reverse. I consider payment by commission to agents excessively objectionable, because it gives the agent a direct interest in raising the rents. I think it is a very bad principle indeed. As to occupation, I say that tenancies from year to year, commencing at Michaelmas, are almost universal. There are also leases, generally for 21 years, and occasionally leases for lives and a long term, 60 or more years, the tenant in such cases doing the permanent improvements, but these leases are now very rare. I do not think there is such a demand for leases as formerly, but they are for the most part readily accepted by tenants. My own idea is that tenancies from year to year are the worst possible form of tenure you can have. I am very much in favour of leases of some sort or other, say, for 21 years, with breaks at seven years, something on the Scotch model; 19 years, with breaks at five years. I think it is reasonable, in view of the extremely uncertain state of agriculture, that there should be breaks, so that re-arrangements may be made from time to time. Changes of tenancy have not become more frequent of late years. I have myself paid tenants compensation for damage caused by timber cutting, and have sold hedgerow and other timber to tenants at a moderate price, to obviate any difficulty as to damage; and as far as my knowledge goes when any considerable piece of land for planting, or other purposes is taken, the value is taken out of the rent. I should also say, with regard to haulage, upon which there has been a good deal said on several occasions, that where the tenancies have ended either by sale or by change, I have paid compensation. In one or two cases in Pembrokeshire, in the neighbourhood of St. David's, where some farms for which I am trustee were sold, we repaid the tenant the whole amount of the haulage, every penny of it. Agreements are for the most part used as safeguards, in fact are drawn from common forms, and if carried out strictly might possibly prove to be objectionable. Penal clauses are inserted with an eye to the ending of the tenancies, and to prevent waste, actual or permissive, at the end of the term. I am, however, altogether opposed to mere yearly tenancies. As far as my personal knowledge goes tenants have copies of agreements given them. As to

Chairman—continued.

the rent, the gross sum is based on a field valuation. I should like to put in as a specimen of the way in which farms are valued, a valuation which has been made recently on Mrs. Brigstocke's estate. I am not appearing here for her, but she has been good enough to put certain papers in my hands in order to enable me to establish my facts, but I do not appear in any way as agent for her. This is a field valuation, and it was made in 1891, and you will, no doubt, at your leisure peruse it. (*Handing in paper; see Appendix.*) I think there is a tolerable uniformity in rent in the district, but as a rule the large estates are let much lower than small ones. There is a great deal of good mixed land let at from 10*s.* to 15*s.* an acre, *e.g.*, the highest farm on the Blaenpant estate, 3,000 acres, in Llandygwydd parish, is 14*s.* 6*d.*, and there is some inferior land on the same estate in Aberporth parish, averaging from 7*s.* 6*d.* to 9*s.* per acre. On the Noyadd estate, highest farm is 15*s.* 6*d.* A farm—Vaynor—on the Blaenpant estate, let with another holding, and reputed to be the best farm in the district, was recently valued, tithe free, at 348*l.*, the acreage being 250, or 28*s.* per acre; a farm facing it (Llwyndyrus) lets at a somewhat lower rate. The Blaenpant estate, in Llandugwydd parish, is about 2,193 acres, and the rental 1,281*l.*, about 11*s.* 6*d.* per acre; Mrs. Brigstocke has made a permanent reduction, by paying the tithes, of 10 per cent., and she has also for the last year made an abatement of 15 per cent., so that off the 11*s.* 6*d.* you have to deduct 25 per cent. Then the Noyadd estate, for which I was trustee, is rented at about the same figure. I think the small property I have myself is about 9*s.* 6*d.* per acre. There is another portion of Mrs. Brigstocke's estate of 772 acres, which lets at 9*s.* 6*d* an acre, from which you have to deduct 25 per cent. The second estate is inferior land. The other is good average land, including some portion of good meadow land on the River Teivy.

43,280. What is the deduction for?—There is 10 per cent. value of the tithes, which are paid without charging the tenant, and the other is an abatement of 15 per cent. for bad times. Farms are not let, as a rule, to the highest bidder. I put in the valuation to prove that. The question of capital has much bearing on the letting. I regret to say that, as a rule, the working capital is very inadequate; the money is not to be had, and we very often indeed let small farms where the man has not even as working capital his stock and implements. As to any capital like you would expect in Scotland or the higher parts of the cultivated districts of England, 5*l.*, 10*l.*, 15*l.*, or 20*l.* an acre, it is very rare indeed, I am sorry to say, in this country. It is no one's fault, except Providence has not given us enough money. With regard to reductions, I cannot speak of 50 years, but there have been in some instances an increase during the last 30 years, especially about 1870–75. On the other

Chairman—continued.

hand, many estates have not been touched, *e.g.*, Coedmore, Clynfiew. I mean this: I think when the farms became vacant in the seventies, when times were very good, they were let at an advanced rent. I do not say tenants were evicted, but when vacancies occurred they were certainly let at better prices than they were before. That is my experience. On many large estates here—I may mention Mrs. Lewis, of Clynfiew and Coedmore—for generations there has been no rise at all, at least, to sitting tenants. Of course that is only hearsay. I cannot speak to that of my own knowledge. There have been per-centages charged sometimes for improvements done by the landlord. Temporary abatements were made about 1884 or 1886, and now from 10 per cent. to 20 per cent. Notice of the abatements is always, so far as I know, given some time before the rent audit. We always let the tenants know what we are going to do. The Lady Day rents are usually paid in August, and the Michaelmas rents in January or February. As regards the preferential claim by the landlord, my view is this—of course, it is a matter of controversy, but the preferential claim for rent has its advantages in this way—that the landlords on that account are more inclined to let to tenants with small capital. Tithes are, of course, now paid by owners, and charged to the tenants under the Tithe Act, 1891. On the Blaenpant estate the tithes are paid entirely by the owner, and no charge made to the tenants. Local rates are paid by the tenant, the income tax by the landlord. I think, generally the land tax is paid by the landlord. It is at Blaenpant, I know. In Cardigan Union there is a material decrease of expenditure. I put in an official return of that, from which you will see that in 1885 the rate in the £ of the expenditure of the Guardians was 2*s.* 7*d*½., and in 1893, 1*s.* 7½*d*. One of the most onerous charges we have is the school rate. It is very heavy indeed in some of the parishes.

See 43,385.

43,281. Will you tell us the average?—There is a table of the school rate in the book which I have just handed up showing the expenditure (*see Appendix*). Then as to the size of farms, the following may be taken as a type of the size of the farms. On Estate A. there are 58 tenants, only nine paying more than 70*l*. On Estate B. there are 56 tenants paying less than 60*l*. 30*l*. to 50*l*., would I think be a fair average. The two biggest holdings I know of pay about 350*l*. There has been little or no consolidation. The size of the farm does not, I think, affect its mode of cultivation, and there are instances of both good and bad farming on large and small farms. Obviously men with capital adequate to the proper working of their holdings are better able to cope with depression and provide for their families than men living from hand to mouth. Labour is scarce, but land is not going out of cultivation. On mountain farms there has been a good deal of reclamation done by tenants. There has been a marked improvement in farming during the last 25 to 30 years,

Chairman—continued.

an increase in green crops, more land laid down in permanent pasture, and better treatment of grass lands. There is a very great improvement in the way in which grass land is treated. We never used to think of top dressing in this county, but now we think top dressing has a very beneficial effect. Then as to improvements of drainage on a large scale, that is mostly done by the landlords, and generally a per-centage charged. Tenants, too, drain. Buildings of all sorts as a rule are done by the landlords, and the haulage by the tenants. As I said before, on several occasions I have repaid the haulage entirely when the tenancy has ended within a year or so after the repairs have been done, but as a rule when the term runs on for some time no compensation is made; at least, that is my experience. At the commencement of the tenancy the gates and posts are found by the landlords, but maintained by the tenants, and the manures and seeds are found by the tenants. I know of cases where the landlords contract out of the Agricultural Holdings Act, but it appears to me that such contracts are illegal, except as regards the substitution of six for 12 months' notice to quit (Agricultural Holdings Act, sections 33 and 55). I do not think that application for the landlord's consent to improvements is often applied for. The custom of the country is that the incoming tenant has to pay for farmyard manure left on the farm, and grass seeds, and half value of lime which has been put on farms during the preceding year, but lime is not much used now, artificial manure having taken its place, and as far as I know no compensation is made in respect of it. Assignment or sub-letting is not allowed without the landlord's consent. The Agricultural Holdings Act has hitherto been almost a dead letter. Then as to game; there is very little game preserving, and tenants avail themselves, as a rule—there may be some exceptions—of the Ground Game Act. I have known of compensation paid for damage by rabbits by agreement between landlord and tenant. Tenants very commonly welcome, and accompany their landlords out shooting; but I have never known of any compulsion; it is rather looked on as a gala day. I believe that the Crown land sporting is let. Prosecutions for infringement of game laws are very rare in petty sessions. I think the magistrate's clerk will put in a return of the number of convictions under the Game Act for the petty sessional divisions of this district. I believe he is going to give evidence on that point later on. Then as to agricultural education, I think there is but little attention paid to fruit, market gardening, foresting or bee keeping, but the wives do a certain amount of poultry rearing. Dairy classes, under the auspices of the county councils, have been a great success. I do not remember what we do in Cardiganshire, but in Carmarthenshire, which I almost know better, we devote 500*l*. a year to technical agricultural education. The chairman of the Cardiganshire County Council is present

Chairman—continued.

and I am told 250*l.* is devoted in Cardiganshire towards it. Then, as to railway rates, I think the railway rates are very onerous, and bear, under the revised rates, very hardly on the export of horses and cattle, and most prejudicially affect these industries. I have mislaid the figures, but I appeared before the House of Commons Committee on Rates, and the increase on the revised rates for horses and cattle in Carmarthenshire was something frightful; it was more than 100 per cent., I think. Whether that has been continued I do not know; some of the Commissioners will probably know. I think Mr. Grove was there, and we lifted up our voices as loudly as we could against it. Perhaps there has been a modification. I have unfortunately lost the figures. Then, as to co-operation, I may add that recently a custom, very prejudicial to the sale of cattle at top prices, has sprung up. Previous to fairs small local dealers scour the country and bargain for the purchase of stock below market value, not only are sellers over-reached in the bargaining, but large dealers and graziers will not attend fairs where they have been forestalled, and cannot buy direct from the farmers. It is a most mischievous and pernicious custom, and affects the sale of stock very much indeed. I hope the tenant farmers and the freeholders will set their faces against it, as it has a most prejudicial effect on our markets. Then as to the general condition of the farming population, I believe that there are more freeholders in the county of Cardigan than in any other similar area in England or Wales. They have much increased during recent years. Many tenants have bought their holdings. Prices have ruled high, and tenants have often, indeed generally, borrowed a proportion, about two-thirds of the purchase money, at 4*l.* per cent. The condition of the freeholders, or anyhow the smaller ones, is at present very much worse than that of yearly tenants. The greater number of purchases commenced in 1875. Tenant farmers frequently take part in the manual labour of their farms, the wives presiding over the dairy and calves and poultry. Some members of a family generally work at home. I do not think that they are often paid actual wages, but are fed, and money to buy clothes given, in fact, they act as apprentices, and very commonly when a farm becomes vacant are set up in it by their parents; but amongst the larger farmers, almost invariably many of the sons receive a higher education, and are placed into business houses, banks, many become ministers and alergymen, others solicitors and surgeons. I could quote scores of instances around me. A great sacrifice, I may say, is made in the cause of education by the farmers. They make very great sacrifices indeed to give their children a good education, and place them in a better position of life than themselves. At the present crisis it is extremely difficult to give an opinion as to what would be a fair rent. With regard to labourers, as a rule farm servants hired for

Chairman—continued.

the year are more commonly employed than day labourers, the wages for men varying from 8*l.* to 25*l.*, including all food and lodging; and for women from 6*l.* to 18*l.* Day labourers are also employed. The wages are on the following scale: cash about 1*s.* 6*d.* per day, and food and potato ground. As a rule a small cottage would be let at about 30*s.* a year, and in some cases a bit of land sufficient to keep a cow is added; the rent of such holding would be about 5*l.* The rate of wage has increased very considerably of late years. The women servants sleep in the house, the men servants in a loft over the cow-house or stable. The back kitchen is generally used for meals and to sit in. Cottages have decidedly improved, but there are many vacant. There are, as a rule, a certain number of cottages attached to each farm, the letting being vested in the tenant, who generally makes it a condition that the labourer should work on the farm. Twelve months' notice is given for the determination of a tenancy. General house accommodation for tenant farmers is, on the whole, fairly good. It has improved of late years, and is improving. The Welsh tenant farmer is most thrifty and frugal; and his diet, though somewhat rough, is healthy and sufficient. It consists of tea, bread, butter, cheese, milk, bacon, and vegetables; fresh meat is rarely seen at table, and the diet of the ordinary farmer differs but little from that of the labourer. There are five meals daily—breakfast, 10 o'clock snack, at one dinner, tea at four, supper at eight. I regret to say that keeping accounts is very imperfectly carried out. Then as to the present crisis, this is only my humble opinion, and I do not wish to put it forward very strongly, but in my opinion the present very acute crisis is mainly attributable to the great depreciation in the price of store stock, consequent upon the drought last summer. The only thing that saved us last year were the pigs and butter. If it had not been for that we should have gone to the bad altogether. Pigs were very good, and butter was fairly good. Foreign competition is also an important factor, and probably the appreciation of gold. All classes feel the depression more or less acutely. It is extremely difficult to suggest any remedy for the present depression in agriculture. Like other trades, it has its good and bad cycles. I have but little faith in legislation. Protection is out of the question; moreover, highly protected countries are suffering equally with ourselves. I happen to own some land in the United States, and I have 1,000 acres, or something of that sort, of my own there, and all I can say is that they are doing worse there than we are in Wales, if that is possible. My sons are in Kansas, and the depression there, especially with regard to stock, is frightful, especially last year, since the silver question has cropped up. In France it is very bad, that I can say, because I have a letter with me now in my possession that I have received from France. I do not believe in protection at all, not in the least. It is impossible to localise taxation on personal

Chairman—continued.

property. I do not approve of the establishment of Land Courts on the Irish system, and for this reason; I have often been in Ireland, and so far as I understand the Irish Act, it is entirely based on the assumption that improvements are done by the tenants, and in the Irish Act there is a clause (4th clause of section 8) which specially exempts English managed estates from the operation of the Act. At a very early stage of the Irish Land Act a test case was tried, and I am quoting now from the Standard reports which I put in. The case was tried at Ballina, before Mr. Commissioner McCarthy. It was the case of *Beresford Taylor* v. *The Earl of Arran*, and the facts in brief were these. It was proved that the landowner had spent considerable sums, amounting to about 1,000*l.*, on the estate, and the Commissioners held that, under these circumstances, the tenant was not entitled to fixity of tenure or judicial rent under the Act. I am not aware that that case has been over-ruled. I will put in the report, so that the Commissioners may have an opportunity of looking it up. So far as legislative remedies are concerned, I think that the Agricultural Holdings Act is capable of very great improvement. Without wearying you by going into it at any great length, I should suggest that the improvements which are under the heading of the first section, and for which now it is requisite to obtain the landlord's consent, should be put under the conditions of the section as to drainage, and that they should be done by the tenant upon giving the landlord notice, subject of course to compensation. As regards the machinery, the arbitration clauses of the Agricultural Holdings Act are very valuable. They do not seem to have been very much used. The whole Act requires a great deal of simplification, and the machinery made very much more workable. What I should suggest is something of this sort—I am merely suggesting it—that two arbitrators should be appointed, which you can do now under the Act. There is still power to do so. One should be appointed, I think, by the Board of Agriculture, and the other by the county council. Of course there are objections to the county council appointing anyone, because I think it is a matter of doubt whether any judicial officer should be appointed by a popularly elected body. I think that is a broad question, but I think there is very strong feeling in the county that the county council should have something to do with the appointment of an arbitrator, and I think, on the whole, it would be well to concede that point, subject, we will say, to the approval of the Board of Agriculture. But I should always make the County Court Judge himself (and I lay very great stress upon this) the umpire in case of a difference between the arbitrators. I am sorry Mr Brynmor Jones is not here to hear this. I think there is no body of men in England who have done better work than the County Court Judges, and in a case where there might be possibly considerable friction, I think it most important there should be a judicially trained

Chairman—continued.

umpire, who would approach the question with a judicial mind, and with strict legal knowledge. I think you have already the machinery of what you may call a Land Court, and I cannot, for the life of me, see why you should endeavour to experiment with a new jurisdiction, which alone would cost a very great deal to the country. It seems to me, as a landlord, if you have fixture of tenure upon the Irish principle, and judicial rents, that you entirely destroy landlordism. It is not for me to object; possibly we may be a very useless, lazy, wretched body of people, but I do not think the evidence, so far as I have read, has proved that. However, that is not for me. The relations, in this county at least, between landlord and tenant are extremely good; I have no hesitation in saying so; and before you rush into new legislation I do respectfully think you might try the machinery we have now, with a few improvements. I should like to make it a positive certainty that a tenant should be compensated for every sixpenny-worth of permanent improvements. As regards the machinery, upon which I possibly do not agree with some of my friends, I feel most strongly that where you have what I consider a very effective, or what could be made a very effective Act, before you rush into fresh legislation and fresh jurisdiction, you should give it a fair trial. That is all I have to say, my lord.

Mr. *Griffiths.*

43,282. You stated, did you not, that leases were generally for 21 years?—No, I said tenancies from year to year were general, but when leases are granted they are generally for 21 years. Leases are comparatively very rare I am sorry to say.

43,283. You are in favour of leases, I understand?—Very strongly.

43,284. Do you not think that if leases were terminable after five or eight years the tenants would be inclined to farm well at the commencement, and pull up a bit before they came to the close?—It acts both ways, but if there is a great depreciation in prices it would enable them to come to fresh terms with their landlords. I speak of it in a practical form. I have had considerable experience and knowledge of the north-east part of Scotland—I have mixed a great deal with agriculture there for the last 21 years, and the form of lease there used to be 19 years but now they have modified it with breaks after five years. Of course what you say is quite true, but I think a fair average farmer is too sensible a man, and I think he would keep on farming well if he could. I would rather give 21 years myself, out and out. I object to a tenancy from year to year; it is, I think, hopelessly bad.

43,285. I meant with reference to getting from the land the largest crop that could possibly be grown?—Yes, we could get a great deal more out of our land if we had more money to put into it. I think a lease would be better security.

Mr. *Griffiths*—continued.

43,286. I think you said that tenants of large farms are more able to meet the bad times than the small farmers?—I think I said tenants with a certain amount of capital.

43,287. As a rule they pay more for labour than the small farmers?—Yes, certainly. I was not speaking of the size of the farm, but I was referring to the size of their purse.

43,288. You know of no case where the landlords have assisted their tenants to lay down pasture?—No, I do not. I think I have heard of it.

43,289. With regard to the land in this neighbourhood, does it come very easily to pasture?—When you come to the highish land there is a great tendency to revert to the furze after a time. I think there is a good deal of land here which is not very suitable, but still, as you know better than I do, by vigorous top-dressing you can keep down furze.

43,290. It adds to the expense?—Yes, no doubt, but it also adds to the return for the expense. Practically I do not know anything that pays better than top-dressing grass land.

43,291. Of late years attention has been turned to that?—Yes, it is the only bit of practical farming I do myself.

43,292. We heard in Monmouthshire that Welsh people who had migrated to Hereford and Monmouth understood better how to keep grass land than corn land?—We do not grow so much corn as we did, and for obvious reasons, that the price of corn is so very, very bad.

43,293. Have you any period of exhaustion when the tenant drains the ground?—Do you mean when the improvements are considered exhausted?

43,294. Yes?—I do not think there is any rule; not that I know of. I think the measure of value is the value to the incoming tenant.

Mr. *Richard Jones.*

43,295. We found in North Wales in some agreements a scale is provided?—I do not think it exists here; at any rate, not within my knowledge. It may be so, but I am endeavouring to speak to everything I know of my own knowledge. I am endeavouring to avoid hearsay as much as I possibly can.

Mr. *Griffiths.*

43,296. With regard to poultry rearing, is the accommodation pretty good for that?—They are not very fancy sort of places; not like what you keep your prize cochins in.

43,297. You think they could be improved?—Oh, undoubtedly. My wife has tried poultry farming in the fancy line; we do not pretend to get on very well with it. I think we do better with the "barn-doors," and let them rough it.

43,298. It is a thing that the foreigner cannot take out very well from under our feet. The foreigner cannot supply us with a fresh egg every morning for breakfast?—Yes, I think the breed of poultry might be improved here.

43,299. You speak with regard to the local dealers scouring the country?—Yes.

43,300. I think there are two sides to that question. Cattle look better on a farm than when driven a long distance into market?—Yes. I think the temptation of the gold in the man's hands is very great to the man who is hard up, besides which, there is nothing like an open market.

43,301. I believe in that. With regard to the tenants who have purchased their holdings, how do you find they are doing, as a rule?—Very badly, I think. I take it a tenant farmer very seldom makes at the rate of 4 per cent. upon the value of his holding. They have to start with a 4 per cent., or even 4½ per cent. mortgage to begin with.

43,302. In these depressed times there is but a small margin for living?—Yes, a very small margin indeed.

43,303. And they have no abatements or things of that sort?—No, I never heard of a soft-hearted mortgagee yet.

43,304. Do you not think it would be a very good thing if we could induce the Government to advance money to them at a low rate of interest?—Yes, I think so, provided an arrangement could be made that they should not give fancy prices, otherwise you are encouraging reckless expenditure. Supposing you are taking the average of a fair rent at 10 or 15 years, and then put so many years' purchase. As a rule, the competition has been so great, and they have been so anxious to buy, that they have given ridiculous prices, absurd prices.

43,305. You think if they knew they could borrow the money at 3 per cent. they would bid according to that?—Yes. I think just at present the anxiety to obtain land is very much nipped, and no wonder. It is not so acute as it was five or six years ago.

43,306. Why should the tenants be induced to purchase their land when they see this?—I suppose it is human nature. You like to be a landowner. It is a very good thing for the State; when a man has an interest in the State, in theory he is supposed to be a better citizen. There is no doubt the Welsh farmer has a longing to get a bit of land; you may call it land hunger if you like; but I think it has very much diminished of late, I must say.

43,307. With regard to cottages, are they plentiful in the neighbourhood?—Yes, upon Mrs. Brigstocke's estate we have several vacant at the present time; so many men go off to the works there.

43,308. Are they agricultural cottages or cottages in the neighbourhood of some town?—I am speaking of agricultural cottages, not near the town.

43,309. Are they distributed all over the farms where they are required?—I think fairly,

Mr. *Griffiths*—continued.

and certainly they are very much improved. There are some villainously bad now, but there has been a great improvement the last 20 years.

43,310. Are there any old thatched cottages still standing?—Yes, there are, but I am glad to say they are disappearing.

43,311. Are you in favour of a labourer keeping a cow?—Yes, I think it is a very great boon, but I must say this: I think the farmer is a little bit inclined to charge the tenant too high for such a bit of land.

43,312. Generally they charge more than they pay themselves?—Oh, yes, much more.

43,313. Do you think the tenants would be willing to get a slice off the farm for the labourer generally?—Some tenants object to grant any land for a cottager. It depends so very much upon the convenience of the farmer that I could hardly give a general answer.

43,314. You find that something must be done to keep the good labourers on the farms?—Certainly.

43,315. You think this would be an inducement?—A very great inducement. I forgot to mention that they generally have a certain amount of potato land as well.

43,316. How is the butter of the neighbourhood as a whole?—It is not what it ought to be; in spite of our dairy schools they will go on to the salt.

43,317. The old system was that salt used to keep the butter?—Yes, but that idea has been exploded, has it not?

43,318. You find that here they are the same as elsewhere, very slow to adopt new methods?—Yes, we are very conservative, except in politics.

43,319. With regard to the dairies, are there any improvements made?—No; I think they are good. We have the Cilgerran flags, which make good cooling pans. They are generally put the north side of the house, and they are very fair, I think.

43,320. Have you any experience of the butter factories?—I have a share or two in the one at St. Clear's, but they seem to be rather in a muddle just now.

43,321. They seem to want milk?—Yes, there is something wrong. I do not know what it is. I am too far off to speak to that. I think the farmers' wives are very much against factories, because, if I understand aright, they get a little pin money out of the butter.

43,322. You say that farmers are very often able to give their children a superior education?—I say they make great sacrifices to do so.

43,323. Do you know of instances where they have been repaid by their children after they have got into good positions?—I think there is sufficient good feeling in the Welsh young man after he gets into a good position to help his father or his mother or his family.

43,324. Do you know instances, again, where farmers' sons have gone elsewhere?—In human nature there are some good and some bad sons. I do not think I can say any more than that.

Mr. *Griffiths*—continued.

43,325. Now, with regard to your suggestion of a County Court Judge acting as umpire, do you think that judges, as a rule, are qualified to act as umpires on agricultural questions?—Yes, I do, in this way. Of course the primary people would be the two referees, who would settle the technical questions, but then the County Court Judge would apply his judicial mind and unbiased judgment to sifting the facts. It is very analogous to the arrangement that exists in the Admiralty Court, where the running-down cases are tried by a judge with the assistance of two nautical assessors. That is what occurred to my mind when I ventured to suggest what I have suggested.

Mr. *Richard Jones.*

43,326. Have you a home farm?—No; I do not farm myself at present. My aunt is the possessor of the estate.

43,327. You would not be able to speak from experience as to whether the home farm was really a paying concern?—Speaking from the experience I had some years ago, I think with proper management it is. It is not quite analogous to a tenant farm, because the bailiff and all that is extra work, but with reasonable management I do not see why the home farm should not pay. In a home farm there are probably a good many more horses kept than necessary for estate purposes, hauling timber, and doing repairs to the estate. It is very difficult to compare a home farm with a *bonâ fide* tenant farm—very difficult, I think. I did farm about 200 acres for many years, and I think I made it pay pretty well. I think I paid my rent at all events out of it.

43,328. I was trying to arrive at this, whether that style of farming was a paying business?—I cannot speak of that first-hand, so that I will not attempt to give you an answer. You will get witnesses, no doubt, who are better up upon that point than I am. There is another thing, probably a landlord as a rule would have more capital to expend; I do not think any farming in any kind, shape, or way pays at the present moment, whether home farm or anything else.

43,329. You say that agents generally are skilled specialists?—Yes.

43,330. What do you mean by specialists?—People who have been brought up in an agent's office, or at Cirencester and so forth. I cannot understand why gentlemen of moderate fortunes, with 2,000*l.* or 3,000*l.* a year, want an agent at all. Surely they have a considerable amount of leisure, and what they want is a good estate carpenter and mason, and see to things for themselves. I think that tenants appreciate very much indeed the interference—not meddlesome interference—of the landlord. Suppose a tenant wants a cow-house or pigstye, and the landlord talks it over with him, then the tenant appreciates the interest shown, and the landlord probably saves a good deal of money. Of course, on large estates like

Mr. *Richard Jones*—continued.

Lord Cawdor's and Sir John Llewelyn's, you are bound to have an agent, but upon small country estates I cannot see why you want an agent at all.

43,331. In any case, where an agent is employed, do you consider a knowledge of farming would be an essential qualification on the part of the agent?—Yes.

43,332. What is the character of agents generally. Do you think they would come up to that standard?—Here in this particular neighbourhood?

43,333. Yes?—I do in this neighbourhood, and certainly in Pembrokeshire and Carmarthenshire there are some extremely capable men, Mr. Rule Owen, Mr. Thomas, and Mr. Davies of Frood Vale, I consider are some of the most competent men in Wales. Mr. Rule Owen is a landowner himself in Lincolnshire, Mr. Davies of Frood Vale is a large landowner in Carmarthen, and farms a good deal himself. I think there are many solicitors who also are landowners, and themselves farm. I quite agree with you that a knowledge of agriculture is very essential indeed.

43,334. Generally speaking, a solicitor would not be a desirable man as agent?—If he was not a practical farmer as well, but it happens in this part of the world that some of our most skilled farmers are solicitors.

43,335. I was thinking probably they found the law a more paying business?—That may be, but perhaps they are so public-spirited that they sacrifice themselves to the public good.

43,336. Has the custom of carting coal to mansions been abandoned?—No. As to the question of the "duty fowl," I may say that I have an old lease, and I think that he is the only tenant who does not bring me poultry as a present at Christmas, and I am sure if I or my wife did not take it, they would be quite insulted. But, however, that idea is now completely exploded. Speaking for myself, my neighbours from sheer good-will always lend me a cart once a year to bring my little stock of coal home.

43,337. But would they not rather regard it as humiliating to have a clause of this sort put into an agreement?—I do not think one would put it into a fresh agreement. I think the feeling is rather that it is a friendly, neighbourly act.

43,388. It is not put into agreements now?—No.

43,339. Would you condemn the practice?—Yes, certainly. I should like a very great simplification of agreements. I should like free cropping and all that sort of thing; an agreement whereby the tenant could have a perfectly free hand, and the landlord could have a proper stipulation to prevent waste, either permissive or actual. I think our agreements are really waste paper; they are never carried into effect.

43,340. You are in favour of upholding the preferential claim for rent?—Yes, I think so; in the case of small holdings it should be. Supposing we let a farm at 30*l.*, 40*l.*, or 50*l.* a year, practically as a rule the tenant has no capital beyond his stock, which is really a very small capital.

43,341. Do you think a man is able to make the best of his farm if he is short of capital?—As a matter of fact, their working capital is very inadequate.

43,342. May that not be attributable to the fact that the landlord has a preferential claim? Do you not think he would be more careful in the selection of his tenants if he was placed in the same position as other creditors?—The amount of capital is so short in the country that you would find great difficulty in filling up your vacancies.

43,343. We have been told over and over again that competition is very keen?—Yes, but they are all competing on equal terms. There is a very small amount of capital in the country, and the competitors are all very much of one class. As a rule, one never goes to the bank to inquire, as you would in Scotland, as to the amount of capital a man has. We go very much, with respect to the small farms, by taking a man who is thrifty and hard-working. He may have a few pounds put by. Some of them manage to do very well. They have no personal expenses on the small farms. They have no labour bill, and they live very frugally. I think capital does not exist in the country, it is diminishing every day. Of course there is a great deal of money on deposit, but it is in very small sums, and a great deal of it is from people other than farmers, retired tradesmen and retired seamen. It would be, no doubt, much better to have a man with capital, but I am afraid the class does not exist here commonly.

43,344. What inference do you draw from the fact that tenants are short of capital?—Well, that we are a poor country.

43,345. And getting poorer?—I do not think we are getting poorer yet, but certainly if these disastrous times go on we shall. It applies not only to the tenants, but to the landlords. In this district there are very few landlords indeed who have any ready money; they have their land, and very often it is very heavily charged with family charges and mortgages. The land is suffering from dearth of capital with respect both to tenant and landlord.

43,346. The question is this: Do the landlords get poorer in the same degree as the tenant farmers do in the present depressed times?—I think so, really. Assuming that their income depends entirely upon land, they are very much in the same boat.

43,347. Do you think they take the proper share of the burden in these depressed times?—That involves a very large question, because it depends entirely upon what the original rent is. If a man's rent is 1*l.* an acre for a farm which another rents at 10*s.*, and they each receive the same reduction, obviously the landlord who has the lower-rented farms is suffering more than the man who has the higher-rented farms. I think, on the whole, that the landlords have fairly met their tenants, because I think it

Mr. *Richard Jones*—continued.

is a very acute crisis. Upon a fair average rental I should say, if things do not improve, from 10 to 20 per cent. would be a fair deduction to make. I will put it in this way: supposing land is let at an average during the last 15 years before this time—up to 1892—a deduction off that of 20 per cent. would be about what would meet the present crisis. That is my impression.

43,348. You are now taking the prices of stock and produce as the basis alone?—Principally.

43,349. That is only one item in the account?—I am looking at the price of stock and produce, and also at the enhanced price of labour.

43,350. You think, taking the enhanced price of labour into consideration, 20 per cent. would be fair?—20 per cent. upon the average of 15 years; something of that sort.

43,351. I suppose opinions vary upon a point of that sort?—It depends so much upon the initial figure of rent, you see.

Mr. *Griffiths.*

43,352. Is not this a difference between you and Mr. Jones as to the number of years you take the per-centage from?—Possibly.

43,353. During the last two or three years the depression is very much greater?—Yes, but I am taking 15 years.

43,354. That would not meet the present depression?—Not this last year.

Mr. *Richard Jones.*

43,355. I will ask you this question: What is your opinion; do you think that the present depression is temporary or permanent?—You must go to a much wiser man than I am for an answer to that. That is a problem of political economy. I can tell you one thing, I think it depends a great deal on the weather.

43,356. Then I have a question to ask you upon that. Do you consider the present depressed times are owing chiefly to bad seasons during the last 15 years?—Yes, I have said so in my evidence-in-chief.

43,357. Under those circumstances, bad seasons have really become the normal condition of things, and not the abnormal?—You are getting now into all sorts of things, cycles of weather.

43,358. It is a very fair deduction from your statement?—The weather is rather inclined to go in cycles, and, having had a series of cycles of bad weather, we shall have a series of cycles of good weather.

43,359. According to what you say, the tenant farmer would say that his rent was adjusted on the assumption that they were going to have fine weather?—The weather is dry and wet and wet and dry; I cannot give you any further information about that.

43,360. Is there any reclamation of waste land going on in this neighbourhood?—On the mountains there is, I think.

43,361. Still?—I think a little, not much. I think under the Inclosures Act they have enclosed pretty nearly all that can be cultivated.

Mr. *Richard Jones*—continued.

43,362. Is there any marshy land, for instance, reclaimed?—I do not know which way you came into the town this morning.

43,363. From Carmarthen way?—Then there has been a very valuable piece of marshy land here reclaimed, I think, at a cost of 1,500*l.* odd, let at 4*l.* or 5*l.* an acre to butchers, and it is of about 30 acres; but there has been no reclamation on a large scale.

43,364. Not since the prosperous years of 1872 to 1875?—I do not think we have much marsh land about here.

43,365. You say the County Council of Cardiganshire has voted 250*l.* for the purpose of agricultural education?—I am not so well informed with reference to Cardiganshire as Carmarthenshire. I have paid more attention to the Carmarthenshire council. The chairman of the Cardiganshire council is here, and he can tell you better than I can.

43,366. Do you hear any complaints from the farmers that this money is not judiciously expended in any way?—No complaints have reached my ears. It is paid to the governing body at Aberystwith, the college there. It is the same in Carmarthenshire. I think the dairy schools are very much appreciated, and I think those lectures on manures by Professor Parry have been very much appreciated, and I am sure they have done good.

43,367. Do you think that the lectures are generally delivered in such a way that the tenant farmers are able to understand them and make the best of them?—I think so. I have attended one or two. Of course it was all in Welsh, and I am a poor Welshman myself, but I think he lectured in a very intelligible and plain way—very much so, I thought—and certainly if they would only go on with the dairying when they get home it would be very beneficial. I would not go to the extent of advising a large expenditure for that; I think we should just feel our way. There are various schemes for an agricultural college for the three counties. It may be a good thing. Aberystwith is awkwardly situated with regard to Carmarthenshire and Pembrokeshire.

43,368. As to this expenditure; the county council would get so much under the local taxation account. How much is that?—Do you mean for the intermediate education?

43,369. Yes?—I am afraid I could not tell you; I should not like to quote it from memory, and I have not the statistics by me.

43,370. You say that many tenants have bought their holdings. What prompted them to buy their holdings?—A good deal of it is up in the parish of Penbryn, and that way.

43,371. Was it owing to insecurity of tenure that they bought?—No, I do not think so. So far as regards insecurity of tenure, a freehold is preferable to any form of tenure; that may be taken as a maxim of English law. I do not think they bought from fear of eviction; the estates were sold generally, and put up for sale in the ordinary way.

43,372. Do you think that if a tenant farmer felt sure he would not be capriciously disturbed there would be any desire on his part to buy

Mr. *Richard Jones*—continued.

his holding?—I think there would; not so much now as formerly. Do you mean fixity of tenure for ever and aye, or a limited fixity of tenure?

43,373. A limited fixity of tenure?—I can go with you there. For a limited fixity of tenure I am quite with you, but I cannot go in for perpetual fixity of tenure. I do not know whether you do yourself. No doubt on many estates the tenants think themselves much better off. On my estate—I do not like to quote it—they have practically 60 years leases, but they have done most of the improvements.

43,374. You allow this, that where a tenant feels himself secure he generally farms better?—They ought to, but some of the yearly tenants farm very well here.

43,375. Do you think that some of the tenants who feel secure do not farm as well as they should?—Well, there is a tendency—I am sorry to say that some of the owners of the long leases do not farm up to the mark, especially if they have a very cheap holding. My own is a very cheap property. It was in a wretched state of repair when I came into it; I had no money; it was before the Settled Estates Act was passed, and I could not sell. What was I to do? I consulted with my tenants, and I assisted them as far as I could, and then we agreed that something should be laid out by the tenant, and in consideration of that I gave them leases for three lives concurrently with 60 years, and I have reduced 20 per cent. upon that. The relations between myself and my tenants have been of the most friendly description, and only the other day I received a letter from a tenant thanking me for the reduction, and hoping very soon the times would improve, and he would be able to pay me the full rent without reduction whatever. I am proud of that letter, but that is the fact. Certainly, security ought to be given.

43,376. Do you think the standard of comfort among tenant farmers is lower than it should be?—The standard of comfort generally has been raised among all classes. No doubt, as we get better educated, we naturally look to a higher standard of comfort. I should be very glad indeed to see the standard of comfort raised.

43,377. Considering the amount of capital which a tenant farmer has, do you think the standard of comfort has risen as much among tenant farmers as it has amongst other classes of the community?—I do not think the capital which you refer to exists to any very great extent.

43,378. They have some, of course?—Of course they have some.

43,379. I will ask you this question: Who generally lives best, a tenant farmer who has

Mr. *Richard Jones*—continued.

500*l.* to stock a farm or a grocer who has 500*l.* to stock a shop?—I cannot tell you. I know I would very much sooner farm than keep the shop. I told you in my evidence-in-chief that they lived very frugally and thriftily, and I should be very glad if the standard of living was improved. I can answer you in this way: If you compare the standard of living with that class in England, or even in Scotland, I should say it is much lower. That is one of the reasons why they have struggled on so long; it is in consequence of their thrift, industry, and self-denial. I know England well; take the Gloucestershire men in the Cotswold Hills, the depression is very great, but the farmers are very luxurious in their way of living.

43,380. Do you think an English farmer would live on "cawl" and bacon, and so on?—No, certainly not, but I think he would be all the better for it if he did occasionally.

43,381. Have the landlords readily come forward to supply additional buildings for the tenant farmers under the altered circumstances?—I do not hesitate to say that we want more buildings in the country—I think that would be one of the good ways to meet the depression—especially for young stock. You know the importance of keeping young stock dry and having buildings for the manure and straw. There is another thing that the landlord should do, have a good sire for the benefit of their tenants, and good bulls and horses and sheep. Our stock, especially on our small farms, is very inferior. Last year, when dealers were able to pick and choose, the inferior stock was quite unsaleable. We want the breed improved by judicious crossing.

43,382. Are you prepared to say the landlords really do their duty?—You must not ask a landlord to say that they do not. I think they try to, at all events. There are black sheep, and there are white sheep too. I am not going to mention names.

43,383. I will ask you another question, at any rate: Do you know of any landlords who have reduced their establishments in order to meet the times?—Yes, I do.

43,384. Very much?—Yes, I do.

Mr. *Seebohm.*

43,385. I am sorry to have to ask you one or two questions after the length of time the examination has already continued, but you were good enough to put in an abstract of accounts regarding the poor for the Union of Cardigan. May I ask you at this stage of the evidence to put on record a return of the expenditure of the guardians during the 10 years ending Lady Day 1893?—Yes, I will. [*The witness handed in the following table*]:—

Mr. *Seebohm*—continued.

Return of the Expenditure of the Guardians during the 10 Years ended Lady Day, 1893:—

Year ending Lady Day.	Out-Relief.	In-Maintenance.	Lunatics in Asylums.	Salaries, Rations, Medical Officers' Fees.	Vaccination.	Registration.	Printing, Books and Stationery.	Building and Repairs.	All other Expenses.	Total.	County Rates.	Gross Total.	County Council Grants and refunded Relief.	Net Total.	Rateable Value.	Rate in the £.
	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	s. d.
1883													165			
1884	5,318	665	940	649	75	66	54	10	297	8,144	**	8,144	1,135	7,009	54,957	2 6¾*
1885	5,063	584	855	613	88	64	49	122	290	7,728	195	7,923	589	7,334	55,091	2 7¾*
1886	4,978	582	824	589	80	69	48	220	350	7,740	1,084	8,824	619	8,205	69,089	2 4¾
1887	4,771	553	772	524	71	68	34	65	195	7,053	1,270	8,323	603	7,720	68,967	2 2¾
1888	4,315	649	786	606	70	64	57	76	180	6,803	1,260	8,063	604	7,459	69,016	2 1¾
1889	4,009	728	759	568	82	65	52	45	155	6,463	1,188	7,651	559	7,092	68,727	2 0¾
1890	3,911	543	692	549	80	64	67	34	154	6,094	1,216	7,310	403	6,907	68,946	2 0
1891	3,817	400	737	532	57	63	58	65	223	5,952	1,052	7,004	2,041	4,963	68,930	1 5¾
1892	3,627	436	809	532	66	65	51	95	304	5,985	903	6,888	823	6,065	68,913	1 9
1893	3,384	394	809	521	65	62	60	39	168	5,496	1,369	6,865	1,273	5,592	68,888	1 7¾
Expenditure of last year as compared with the year 1884. Incr.	—	—	—	—	—	—	6	29	—	—	—	—	623†	—	13,931	—
Decr.	1,934	271	131	128	10	4	—	—	135	2,648	—	—	—	—	—	0 11

* Old valuation.
† This item is the difference between the amount of grants, &c., received last year, and the moiety of the grants, &c., received during the two years 1883 and 1884, part of the grants receivable in the year 1883 having been received in the year 1884.

Mr. *Seebohm*—continued.

43,386. We have had it stated in Carmarthenshire, on the evidence of the rate books, that there has been an increase of rents during the last 20 or 30 years of something like 25 per cent. Would you say, from your knowledge of the county, that it is at all likely to be the fact?—No, I do not think so.

43,387. This table seems to me to give us a little light on the subject. Will you kindly look at the figures for 1883 and 1884 under the head "Rateable value"?—I will explain that at once to you. Previous to those years the rent was not taken as the basis of rating. I was chairman of the board of guardians at the time, and I used every effort I could to have what I thought a more equitable, although very imperfect system, adopted. Now the actual rent is taken as the basis, except in the case of old leases, where, of course, the special valuation is made, and of course of land in hand, where it is settled by comparison with adjacent farms.

Sir *John Llewelyn.*

43,388. Are you not aware that there was great diversity in the unions of South Wales upon that point?—Yes, I am sorry to say so. In the neighbouring union of Newcastle Emlyn they have what I call a fancy valuation.

43,389. You would be aware from those conferences which occurred that there was a great diversity of practice in the various unions of South Wales?—Yes, very great indeed. I still maintain that, although imperfect, rent is the proper basis of rating.

Mr. *Seebohm.*

43,390. But the value of those figures to me is that I think they clear up a great deal of the difficulty we have had before us. If you take these figures from 1883 to 1893, you show an

Mr. *Seebohm*—continued.

increase of rateable value in this union of 25 per cent.; but if you look to the year 1885 you will see that the entire rise was from the revaluation in that year, and from 1885 to 1893, instead of being a rise in the rateable value, there has been a very slight fall of from 69,000*l.* in 1885 to 68,888*l.* in 1893?—That fall would represent more than there is upon the face of it. That would include the villages and towns where there are a certain number of buildings going on. You would have to bring those figures in as well, which would increase the rateable value to a certain extent.

43,391. I am taking the rateable value, and it goes as far as this, that, if the Carmarthenshire evidence was correct, in a similar way we should find there had been no increase of rent since 1886 according to those figures, and that the apparent rise of 25 per cent. in the last 20 years is accounted for by the rise in the rateable value—the mode of valuation—and does not really prove anything as to the actual rise in rents. There is only one other question I wanted to ask, and that is with reference to the fair rent. You expressed yourself that it was very difficult, and you did not see exactly how the fair rent could be ascertained at the present time. Would not you say that the difficulty lies in this, that the fair rent on the taking of a farm is really dependent upon an estimate of what the future is going to be, and not upon the past—that you could not arrive at a fair rent always by taking an average of the past, but in taking a farm you have to estimate what is really to be the profit of the future?—Then you enter very largely into the region of speculation. One is an established fact, the past, and of course it is extremely difficult to forecast what may be the future of any particular industry.

Mr. *Seebohm*—continued.

43,392. So that if you had a Land Court it would be almost impossible to forecast what the future would be?—The Land Court must of necessity, I apprehend, base the rent upon what had happened in the past. I do not apprehend any judicial body could form a judicial opinion upon what may or may not take place.

43,393. In the very valuable suggestion you made with regard to using our present arrangements—appointing two arbitrators, and making the County Court Judge the umpire, you were referring, I apprehend, only to the valuation of tenants' improvements, and not to the fixing of rent?—I think, unless you can show a very strong case indeed—I do not say cases may not be proved, but it requires a very strong case indeed, in my opinion, to interfere with freedom of contract.

43,394. In case it should come out that it was necessary in certain cases, do you make the same suggestion as to the mode in which it should be done?—I do, certainly.

Mr. *Grove.*

43,395. I am likewise sorry to trouble you with a question or two?—I am here for the purpose of answering your questions, and I will tell you all I know.

43,396. As to this point of railway rates, I think you said that you had certain figures that you might give us as to certain rates that are now charged?—I am afraid I have not got them with me. When I was chairman of the Carmarthenshire County Council I had them, and took them up to town; however, I will try to send them to you.

43,397. You will send us some of the actual rates now being charged?—I will not say now being charged, but which were charged two years ago.

43,398. That will be before the revised scale?—It is on the revised scale. I think I can find it, but I am not quite sure whether I can.*

43,399. This analysis, which I have here, was issued by the Board of Trade in August 1892?—I have seen the analysis.

43,400. That gave what the railway companies can charge?—Yes, I will look it up.

43,401. We want to get at it. A great many of the witnesses have complained of the railway rates, but they have failed to give us specific instances. Have you any reason to suppose that the railways are charging more than the maximum they are entitled to?—No, I do not say that, but the special case in point had reference to the exportation of cattle and horses from the station at Carmarthen, not that they charged the maximum, but that they had increased the previous rate very largely.

43,402. I think you stated the increase was about 100 per cent.?—That is my impression.

43,403. That is a most serious thing for any industry, is it not?—Yes.

* The following memorandum was subsequently forwarded to the Secretary:—Horses from Carmarthen to London, from 7*l.* 8*s.* 10*d.* to 18*l.* 6*s.* per truck. Cattle from Carmarthen to Leicester, 30*s.* a truck, *i.e.* a 6*l.* 12*s.* rate. Clogs, wood, from 3*l.* to 9*l.*

Mr. *Grove*—continued.

43,404. You spoke about the dealers in stock going round to the farmers and buying the stock at the various farms, and so injuring the utility of fairs?—Yes.

43,405. Could not that be remedied by the farmers if they had a little co-operation amongst themselves?—Yes, certainly.

43,406. Are there any farmers' clubs, or any agricultural societies about here?—Yes, there are. They have co-operated in a practical way this winter by killing beef themselves and sending it direct.

43,407. You say in your evidence-in-chief that there is a very general depression in all trades?—Yes.

43,408. Do you consider that the depression in agriculture now is greater than it is on an average in other trades?—I am not sufficiently acquainted with other trades. Tin plates, I should say, are quite as bad.

43,409. You go abroad a good deal?—Yes.

43,410. Have you been to Denmark and seen the working of the butter factories?—No, I have not.

43,411. There are 2,000,000 people there, and they have 1,000 butter factories. They have been an enormous advantage to the country, and we are anxious to see that this effort at St. Clear's should be encouraged as much as possible, so as to see if there is anything in it?—The farmers' wives, I think, are the difficulty, as I say.

43,412. Then as to the rateable values. The rateable values include, of course, the increase of buildings in various parts of the union, and probably some industries, so that the inference drawn by Mr. Seebohm must naturally take into account any increase or decrease from things outside agriculture, must it not?—Yes; for instance, we have a good many small woollen factories.

43,413. And all those would affect the question of rateable value?—Undoubtedly.

Professor *Rhŷs.*

43,414. The butter factory at St. Clear's has not been quite as successful as you would wish it to be?—Quite so.

43,415. And I think you suggested it was owing to the farmers' wives. Is it this sort of thing, each wife thinks she is the best person to make butter in the whole county, or even in the whole country, and does not wish to send the milk to the factory?—No doubt they have a very good opinion of their own skill, and besides which, I think it affects their pockets to some extent. Farmer A. thinks that his cream is very superior to farmer B.'s. It is impossible to analyse every sample of cream sent in; the only way to do it is from time to time to analyse the cream, and make a proviso that it is up to a certain standard. I live too far from St. Clears to give you very accurate and minute information, but I apprehend that is one of the difficulties. There is a good deal of jealousy.

43,416. That makes it very difficult to get them to come forward as readily as you could

Professor *Rhŷs*—continued.

wish to help you ?—Yes, we could do with three times the stuff they are bringing.

43,417. I am sorry they cannot be induced to co-operate more thoroughly. I suppose there is a certain amount of land hunger about here ?—Yes.

43,418. If a small farm was empty there would be many applicants ?—Yes, that is my experience.

43,419. Supposing a small farmer has three or four boys, would it do for him to bring all those boys up to agriculture ?—I think he would do much better to put some of them into something else.

43,420. If he brought them all up to farming he would want more farms for them ?—Yes.

43,421. Education helps to get some of them away ?—Yes.

43,422. You think that is beneficial ?—It is beneficial in two ways. It gives them an opening in life to a higher standard of education ; it proves a sort of reflex action, and improves them very much when they come back amongst us.

43,423. We were warned by one witness in Pembrokeshire that there was too much education ?—I do not believe in that.

43,424. That I must say was in the English part of Pembrokeshire. What is the county doing to help education ?—We have the intermediate schools *in posse*, not *in esse*, at present. To tell you the truth, I think we are rather in a little bit of a hurry. It would have been perhaps better to experiment with two or three, instead of having so many centres at first. As a matter of fact, neither in Carmarthenshire nor Cardiganshire has a single school been built yet. In Carmarthenshire we levy a technical education rate, and we have a large reserve fund, and I hope before the end of the year, at all events, we shall have laid the foundation of one school. At present we have not an intermediate school built in either Carmarthenshire or Cardiganshire. I think there is a tendency to build too many. If you have intermediate schools you want a very high-class school. If you divide them into small twopenny-halfpenny schools you cannot get efficient people to teach.

43,425. You do not start those schools unless the locality subscribes money for building and so on to help ?—Yes, very great liberality has been shown by local people, wonderful, considering the bad times. At Llandyssil there have been large subscriptions, and in other places. I think in almost all the proposed centres local contribution by subscriptions has been found.

43,426. It has been forthcoming ?—Generally speaking, I think so.

43,427. You expect the working of the Welsh Intermediate Education Act will help to take away the surplus sons of the farmers to other occupations ?—Yes.

43,428. And help the existing machinery ?—Yes. I think it would be very well if a little more attention was paid, or some special intermediate schools were established for the purpose of developing agricultural education. I think it would be very desirable indeed to teach in the elementary schools a little more the elements of agriculture. It is to some extent done, but we might improve upon it, I think.

43,429. Has that been before the council ?—Yes. I am not on the Education Committee, but it has been before them, I think.

Sir *John Llewelyn.*

43,430. Has the Agricultural Holdings Act been published in Welsh ?—I think not.

43,431. Has it ever been brought before any of the farmers' clubs or the agricultural societies of the county for discussion ?—I cannot tell you, I never heard it.

43,432. Do you not think that would be a good thing ?—Very good. As to publishing it in Welsh, and having regard to the fate of the County Council Act, I should say it is very difficult to turn English legal phrases into Welsh. I will tell you what I think would be very useful. In the case of the Irish Land Act, there are very concise and plain summaries published, and I think if a summary was published in Welsh it would be better.

43,433. May I suggest such work as that would be very suitable work for a county association. However, with regard to railway rates, do you know whether the railway between Cardigan and Whitland pays ?—You ought to know, Sir John, better than I do, as you are a director of the Great Western Railway Company. I cannot tell you.

43,434. What use has been made of the competition by sea ?—If it was not for our competition by sea, I am afraid we should fare very badly here.

43,435. You have that advantage which all places have not. You can send your cattle by sea ?—Not by our little boats.

43,436. They do so from Ireland ?—Our little local boats here would not take cattle.

43,437. You have not availed yourself of the opportunity of competition ?—Not so far as regards agricultural produce.

43,438. By sending your cattle to London, for instance ?—By sea ?

43,439. Yes. Has not that been done ?—Not here. We have no facilities for doing it. I believe we have sent some pigs to Bristol.

43,440. You send pigs to Bristol by sea ?—Yes.

43,441. Now as to the freeholders. I believe Cardiganshire, as you say, is a county of freeholders ?—Yes. There are a larger number than in any similar area in the United Kingdom, I believe.

43,442. Should I be right in assuming that the principal advantage that they gain over tenant farmers is fixity of tenure ?—I should call it ownership of land.

43,443. That ownership of land gives them fixity of tenure ?—Yes.

43,444. What other advantages ?—I think a man who is an owner of an estate in fee simple

Sir *John Llewelyn*—continued.

is in a higher position to some extent than a man who is a mere tenant. He is his own master.

43,445. Would he be more likely to carry out more permanent improvements upon his own land?—Yes, human nature would say so.

43,446. Can you give any case of capricious evictions from farms?—I do not know of any myself. It is very hard to define what a capricious eviction is.

43,447. Quite so. I do not want to press you upon that. Are there many large landowners in the county of Cardigan?—Not in this part; I should think 3,000*l.* a year is about the maximum down here.

43,448. That, as compared with some of the counties of Wales, would be rather small?—Yes. I fancy the largest landowner in Cardigan is Lord Lisburne.

Mr. *Richard Jones.*

43,449. I do not wish to commit myself in any way by asking this question, but Mr. Seebohm asked you, assuming that a Land Court was established, and you replied to him that in fixing the rent you would of necessity have to go into the region of speculation?—No, I did not say that.

43,450. To some extent?—No. If I understand Mr. Seebohm's question, it was this: He said, in fixing the rent, would you not have regard to future probabilities rather than past facts.

43,451. What was your reply?—My reply to that was I could not see how you could form a judicial opinion upon speculation. That was my answer, and you cannot——

43,452. At any rate, this is the difficulty. I apprehend that, prices fluctuating so much, it would be difficult to fix on an average for a certain number of years?—No doubt.

43,453. That is the difficulty, is it not?—Yes, it is the difficulty. Fluctuation in prices of course makes a difficulty.

43,454. But may not provision be made for such a contingency by providing that an appeal might be made either by the landlord or by the tenant, the costs to follow the decision?—My reply to that is, that in the Irish Act the prices are fixed for 15 years. Then, assuming that there is a revision of prices, I apprehend that they would not be fixed upon what the probabilities were for the next ensuing 15 years, but they would be fixed, either raised or decreased, by the current rate of prices during the 15 years which had passed. I do not see how you fix prices upon theoretical figures.

43,455. The rent might be based upon the present prices?—Yes.

43,456. With power to appeal to the landlord or the tenant in case the prices alter?—Assuming you have fixity of tenure, I do not suppose any one ever suggested that the rent should be fixed for ever and aye. When I suggested leases I expressly said there ought to be breaks to enable provision to be made at stated periods to readjust prices, but then the prices would be readjusted, not upon what was going to happen, but upon what had happened.

Mr. *Richard Jones*—continued.

43,457. I think it is generally agreed that a 15 years' period is too long?—I merely mention that because I happen to have the Act before me, and I quoted that; five to seven years is what I said. I do not think you can alter them oftener than that. It would be endless if you altered prices every year. You must have averages.

43,458. A thing might be mutually agreed?—Yes, it might. I would not interfere with any mutual contract at all, but I think in anything approaching to what I suggested you must have some sort of periods.

Mr. *Griffiths.*

43,459. Is it not a fact that the standard of cream is taken at the St. Clear's dairy from all the milk as it comes in?—From each individual sample?

43,460. Yes?—I think not. You may be right.

43,461. We called there and saw the place when we were at St. Clear's?—Surely it is not done daily.

43,462. There is no difficulty in getting the standard of cream, you understand. Then is it not the fact that mothers will not allow their daughters who have been in the dairy school to adopt the principles they have been taught?—That is not within my knowledge. I have heard so, but I cannot say so within my knowledge.

Sir *John Llewelyn.*

43,463. Is there much under-letting of land in the part of the county you know; I mean sub-letting?—Not a great deal. I may say this, when it is sub-let it is generally sub-let very much over the original price. Sub-letting is not common.

Chairman.

43,464. I believe you have returned from Egypt earlier than you intended?—Yes.

43,465. Was that for the purpose of giving evidence here?—Yes, it was, my Lord.

43,466. We are very much obliged to you for so doing, and for the valuable evidence you have given. There is a question handed up by Mr. Vincent: "Referring to what you said about "education, is it not a fact that a large number "of the leading men in Wales, particularly "ministers of religion of all sorts, have been "reared in small farms in Cardiganshire"?—We do not get all the ministers from Cardiganshire. I think we have a wider extent of breeding ground than that. No doubt some of the most eminent ministers come from Cardiganshire.

Professor *Rhŷs.*

43,467. You will admit that the majority of them come from Cardiganshire?—Nonconformists and all denominations.

43,468. All denominations?—I have heard something about pigs and parsons in Cardiganshire.

Chairman.

43,469. Mr. Vincent asks this question: "Do "you not think that a per-centage of 2½ on the "market price of land would represent the "acreage rental of the country much more "nearly than 4 per cent." ?—Yes, I should say 2 per cent. I sold an estate some years ago to Lord Cawdor, and I do not think it pays more than 1½ per cent. I am sure it does not pay 2 per cent.

Professor *Rhŷs.*

43,470. Referring to what you said about ministers, are the farmers' sons brought up now to these occupations during the depressed times, as in former times; do you think that is going on now?—I cannot answer it better than I have done—I think the farmers make tremendous sacrifices to maintain their sons, but there are many sons who in a great measure—I could mention many—by their own ability and exertions maintain themselves by getting scholarships and exhibitions, and so forth.

Professor *Rhŷs*—continued.

43,471. Do you think that is going on still?—Yes, I think so. I know two very eminent men who have risen from the working classes, and have entirely maintained themselves in their position.

The witness withdrew.

Dr. David Rhys Jones called and examined.

Chairman.

43,472. Where do you live?—At Cardiff.

43,473. What is it that you wish to give evidence with respect to?—Respecting a farm called Ffynonwen, in the parish of Llangunllo.

43,474. In the county of Cardigan?—In the county of Cardigan.

43,475. Is it rebutting evidence?—No, not at all.

43,476. I think you have a statement prepared; will you read it?—Yes. Rees John as he is found first described (afterwards Rees Jones) must have leased the farm, then seemingly best known as Ffynonwch, somewhere between 1760 and 1770. I am certain I heard from my father that the first rent was 14*l.* per year. I believe there were two short leases of seven and 14 years respectively, the second one at some increase of rent. In those days there were only two small fields enclosed, as shown in that plan. All the rest of the land was open, and full of gorse, brambles, and ferns. The lease, of which I produce a full copy (*produced*), was executed on the 16th day of February 1785. Thomas Lloyd, Esq., of Bronwydd, appears in that lease on the one part, and it was "for and "in consideration of the rent, duties, services, "covenants, and agreements herein-after men-"tioned and resolved," to be paid and performed by Rees John, yeoman.

43,477. Who is the present landlord?—Sir Marteine Lloyd, the same family. The lease goes on, to be paid and performed by Rees John, yeoman, "in as full and ample manner" as the said Rees John hath hitherto held, doth "grant, "demise, set and to farm let to him again all "that messuage, tenement, and lands, with the "appurtenances commonly called and known by "the name of Ffynonwch, together with all "buildings," and so on—I do not think I will specify them, except the peculiarities—"timber, and trees likely to become timber, "and the rights to deal in any way with "the timber are reserved," the terms "bark "and chark" being used. Chark, I find, was the charred timber, probably for the purpose of forges at that time. Mines and minerals,

Chairman—continued.

stones and slate quarries, with rights of ingress, egress, and regress, without going through the corn or hay, are also reserved, subject to reasonable satisfaction for any damage caused. Here I may mention that as to quarrying the reservation was not altogether meaningless, as besides stone quarries there was a slate quarry worked on the premises at that time. The rights as to the trees of course, both during the lease and the subsequent yearly tenancy, were always jealously guarded and asserted. The lease was granted from the 29th September preceding, for the term of the natural lives of the said Rees John, Mary, his wife, and Thomas, his son, and the life of the survivor of them. There was to be a yearly rent of 25*l.* in half-yearly instalments, payable on the feast day of St. Philip and St. Jacob the apostles, and on the feast day of St. Michael the archangel, commonly called Michaelmas Day, respectively, "together "with keeping one dog and paying six hens and "sixty eggs as duties at Christmas" yearly, without any reduction whatever for rates, taxes, &c., "by virtue of Act of Parliament, or any "other usage, custom, power, or authority "imposed upon the demised premises." I may here parenthetically remark that the rent of hens and eggs was doubtless precedent as it was subsequent to this lease. Dr. Owen Pughe derives the word "ynyd" from the Latin "initium," and associates it with Shrove tides. From a well-known song it appears to have on other farms embraced other feathered things. The old Welsh woman who had been directed to ask her landlord for "Lēs (lease) three ever-"lasting lives" and the first offer after, is made by the Bard to offer her rent in these terms. (*See the original Welsh ballad in the Appendix*). I give the translation:—

"Full twenty pounds to you I'll pay,
And two fat geese in pig-troughs fed,
Two 'ynyd' hens with combs all red,
And load of coal for winter's day."

Likewise Rees John is bound to do and perform "from time to time and at all times suit and "service of mill by shelling and grinding all

Chairman—continued.

" corn and grain " used and spent on the demised premises "at the water corn grist mill of the said Thomas Lloyd called Pwllcornol mill."

43,478. Time is going on, and I venture to suggest that if you think this is of importance as history it would be as well to put this agreement into your evidence; then will you kindly tell us the history of the farm later on, what the present position is now, and what the grievances are that are complained of?—Yes.

43,479. We will not go through the lease, if you please, we will come on to the practical part of the evidence; will you tell us how long you have been in possession of the farm, what the rent was when it was put up, and so on?—Rees John executed a sub-lease to his son, who, in addition to these services, was to pay a peppercorn rent, and the sub-lease was to take effect from the day of Rees John's death.

Sir *John Llewelyn.*

43,480. What was the date of that sub-lease?—1814.

43,481. It was undivided, according to this map in the year 1765. Then we go on?—Then I will not take up your time with some old entries.

Chairman.

43,482. I think you had better not. He sub-leased to his son Thomas in 1814?—Yes. Then there are several receipts in this book of the chief rent, 2*s.*, and I also find the same amount was paid by my father many years afterwards.

43,483. Some of the rates went up to 12*s.*?—Yes, some were 9*d.* and some to 12*s.*

43,484. Rees Jones died in 1820?—Rees Jones died in 1820.

43,485. What did his estate amount to?—His estate in all amounted to about 70*l.*

43,486. Then when did Thomas Jones, the son of Rees Jones, your own grandfather, die?—He died in 1832.

43,487. How did he leave his property?—He left his property equally amongst his three

Chairman—continued.

unmarried children, leaving 1*l.* to the other that was married.

43,488. What was the valuation of the stock and crop on this farm by three competent men before your father's marriage in 1838 taken at?—462*l.* 2*s.* 4*d.*

43,489. We will take those figures?—I have the particulars. Will you take them in the same way?

43,490. Yes, we will take all the details of it?—In this valuation the following prices are set down:—

	£	s.	d.	
A fat cow - - - - -	8	15	0	
9 cows from 6*l.* to 7*l.* 15*s.* average	5	10	0	each
4 steers, Probably about	5	10	0	„
3 heifers, 2½ years old. „	5	10	0	„
6 yearlings, Probably 1½ years. „	5	5	0	„
7 calves, Probably 7 or 8 months. „	1	17	0	„
7 horses range from 5*l.* 10*s.* to	12	0	0	„
3 ewes - - average	1	10	0	„
9 lambs - - - „	0	17	0	„
3 fat pigs - - „	2	19	0	„
5 store pigs - - „	1	16	0	„
5 stacks of barley, containing probably 10 to 12 mows each, average about -	15	0	0	„
1 stack of wheat, brings -	14	10	0	„
5 stacks of oats range from 6*l.* to - - - - -	10	0	0	„
1 rick of hay off 7 acres - -	28	0	0	„

43,491. Then the wages of servants for 10 years more or less, between 1838 and 1876, we will take, if you please, as well?—Yes, only that I ought to add that many of those wages were supplemented by so much (mostly two loads) potato manure, a pair of stockings, washing, or fetching culm for parents, or so much flannel shirting or wool, &c.

[*The witness handed in the following table.*]

—	1838.			1848.			1858.			1868.			1872.			1873.			1874.			1875.			1876.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
"Great" Servant -	6	10	0	7	10	0	9	10	0	11	0	0	12	0	0	17	10	0	22	10	0	20	0	0	21	0	0
Second „ -	3	15	0	4	8	0	7	15	0	7	0	0	8	15	0	11	0	0	14	15	0	14	15	0	15	5	0
																			Half-year.								
Third „ -	3	0	0	2	15	0	4	5	0	4	5	0	6	5	0	8	0	0	5	18	3	—			—		
"Great" Maid -	2	10	0	2	15	0	3	10	0	6	0	0	7	10	0	8	10	0	11	10	0	11	10	0	12	0	0
Second „ -	2	5	0	2	8	0	2	15	0	4	10	0	5	15	0	6	5	0	9	0	0	9	10	0	8	12	6
Third „ -		—		1	0	0	0	15	0	2	0	0	2	10	0	5	0	0	7	5	0	7	0	0	6	10	0
	18	0	0	19	16	0	28	10	0	34	15	0	42	15	0	62	5	0	70	18	0	62	15	0	63	7	6

43,492. With regard to full copies of accounts of wages of servants, workmen, and so on in 1839, I hardly think that we need put that in evidence. (*See Appendix*)?—No.

43,493. Then will you tell us what you have to say with regard to the original bidding letter. What is a bidding letter?—This is a bidding letter, or "Llythyr Neithior," not my father's, but a specimen of another one. (*See Appendix.*) I want to call your attention to the fact that both among rich and poor in those days it was a very considerable help in starting them in life I think my father's and mother's gifts amounted to at least 60*l.* in all, which of course was a consideration. The offerings to the young couple at these biddings were of the nature of a loan without interest.

43,494. Then those gifts were returned when the donors married themselves. Is that so?—

Chairman—continued.

Whenever they themselves married, or someone else, if they asked for them.

43,495. Or someone else, if they asked for them, in their stead?—Yes.

43,496. Then the gifts were only returned once?—Only once. The few days previous to the wedding day there was "cyweirio y ty neithior" (making up the bidding house), when gifts in kind—bread, sugar, tea, cheese, butter—and money equivalents were brought. Some brought more substantial gifts, such as whole cheeses, and measures of corn, and household utensils.

43,497. Then if you like to put the customs as to services during corn harvest in your evidence you may put those in?—Yes. In this neighbourhood it is the custom for the farmers to assist each other at hay harvesting, while the shoemakers, weavers, carpenters, &c., also turn out. The one who has been most liberal with his skim-milk, with taking firewood home, and in other minor services, gets sometimes far more hands than is required, but no one's help is refused. Digging potatoes is also done in the same way. Corn harvesting is done without much of this common service between one farmer and another. The landlord's hay, of course, must be attended to, though in this matter the landlord, contrary to his general demeanour, gives as well as takes. Machine threshing has been latterly done in the same way. It was usual to take corn enough for pretty well a year's supply of food to the mill at once. Baking, shelling, and grinding this corn was sometimes a two days' and nights' job. In this instance crowds of young men would gather to what was called the "shembly," possibly "assembly," where they would be useful in whiling away the tedious time as well as in handling the heavy bags. Among other customs were the following:—The payment made by a cottager for a load of manure for potatoes, and for the potato ground itself was a day's harvesting; here, as in all harvesting, men and women were counted equal. For carting coal from the pit, about 30 miles away, nine days' harvesting was rendered. For fetching culm from the sea, and later on, coal from the railway station, stated days were given. Harvest service was also rendered by the small holder for the use of a man and pair of horses in ploughing and harrowing—as was also for the privilege of turf-cutting. I should like to state that at one period there were six cows kept on the farm, and some 60 years afterwards nine cows on the farm.

43,498. Was there any subdivision of this farm afterwards?—No, there was no subdivision, but there was a small farm added to it.

43,499. Then this, of course, increased the rent?—Yes. I have not yet stated that when the lease went out, on my grandfather's death, the rents went from 25*l.*, according to the lease, to 76*l.* I have abundance of early rent receipts of my father's tenancy. These show that it was the invariable custom to allow him 2*l.* at each

Chairman—continued.

audit for liming and improving the farm. The grandfather of Sir Marteine Lloyd used to receive the rent personally, and would return the 2*l.* with a few encouraging remarks upon the improvements which he had himself observed.

Mr. *Brynmor Jones.*

43,500. In what year was your grandfather's death?—In the year 1832.

Sir *John Llewelyn.*

43,501. At the expiration of the lease was the rent advanced from 25*l.* to 76*l.*?—Yes, at the expiration of the three lives lease.

Chairman.

43,502. Then a small farm was subdivided?—It was given between my father and another farmer. I do not think there was any increase. 8*l.* was added to the rent then, making it 84*l.*

43,503. What was the name of the land that was added to it?—Penmount.

43,504. Is that shown on this map?—I do not know that I have named it separately. It is down at the bottom of the map.

43,505. Parkgwair is the name put down here?—No, there was no separate name to it, because it was joined to the hayfield.

43,506. What was the increase of rent, and in what year was it made?—I think that it was increased more before I come to the last increase. I cannot tell you the precise year of that, because I have not the date of it, but it was somewhere between 1850 and 1860 that it was increased to 88*l.* Afterwards all the farms of the Bronwydd estate were re-valued.

43,507. In the fifties it was increased to how much?—It was made 88*l.* Then when the farms were all re-valued——

43,508. In which year?—In 1871.

43,509. On the re-valuation in 1871 it was increased to what?—The valuation really was 112*l.*, but Sir Thomas then was kind enough, on account of my father's long tenancy and so on, not to demand more than 104*l.* This was a period of exceptional prices. Owing to the demand for men in Glamorganshire, and to the demand for women in the local woollen manufacture, the wages also bounded up. Prices of produce soon went down, but rents and wages went down. From thence less farming was done by my father, and he retired about 1879. I think I ought, in justice to the former landlord, to add there were several discounts allowed about 1850 to 1853.

43,510. What sort of discounts?—Discounts in the rent of 10 per cent. and 7½ per cent. and 5 per cent. I find. I am not in possession of the recent receipts.

43,511. About what year was that?—From 1849 to 1853.

Mr. *Grove.*

43,512. Was there a great depression then?—I presume there must have been. I cannot say from any document; I have only that fact. Then I have summarised the payments, and when my father's stock was sold it was sold for about 800*l.*, but as the cost of my medical education had taken away very considerably from his capital, my father at the end of all had not anything like the 800*l.*—not 400*l.*, I should think, himself.

43,513. When your father's stock was sold it fetched 800*l.*?—About 800*l.*

Mr. *Brynmor Jones.*

43,514. In what year?—That was in the year 1879.

Chairman.

43,515. Now we come to this in your statement. You say, "Near as Ffynonwen was to "Bronwydd (within about half-a-mile), and "though my father was employed in many "gratuitous services implying much trust and "confidence on the one part, and much care "and so on on the other part, I well remember "the great difficulty he had in getting proper "houses and a dwelling-house. This worry "went on for many years." Is that the case?—That is so.

43,516. "And when they were at last got, "all the hauling was done by him and his "neighbours." Is that so?—Yes, that is so.

43,517. And you say that you think all the expense of improving the dwelling-house and so on was borne by him?—I should not say all, but nearly all the expense. I should correct that.

43,518. Do you say you think, or do you know?—I know that a great deal of the expense fell on him.

43,519. You say, "I know that nearly all the "expense of improving the dwelling-house fell "on my father"?—Yes, I know that most of the expense of the dwelling-house did so.

Mr. *Seebohm.*

43,520. Did the rent remain the same till 1879? We have got the rent advanced to 104*l.* Did that continue till 1879?—Yes, it was continued to the end. It is continued yet, I believe.

Chairman.

43,521. "As the outcome of all, through all the "years from 1832 to 1879 after a coarse living "for the farmer apparently and the servants, all "the money made out of the farm went in rent "year by year, which money was gathered by "immense toil and anxiety, and spent in one "night's feasting at the palace close by." I think we might leave out those words?—Well, I think it is perfectly true.

Chairman—continued.

43,522. Then put them in if you wish. You say then, "I had to go to Australia in 1866 for my health." Is that the case?—Yes.

43,523. And that "Sir Thomas Lloyd offered "me a letter of introduction to the Mayor of "Melbourne"?—Yes. I think this is material, and it is short, if you will allow me to state it as I have it here.

43,524. Yes; will you read it?—When I had to go for my health to Australia in 1866, the late Sir Thomas Lloyd sent for my father and me the Sunday before my leaving on the Monday morning, and in his kind thoughtfulness offered me a letter to the then Mayor of Melbourne. He also enjoined me to write to him. His letter secured me my first situation. I wrote to duly thank him but at the same time I availed myself of the opportunity to point out to him what I then saw, namely, the vast advantage to a people of a country wherein the fruits of labour are not devoured to an extreme by rent. Some 28 years more of life have only deepened the conviction of the wrongs of the present system, which as a young child I acquired from my mother. Of all men the farmers are among the worst to outbid each other. My father had to go to his landlord the afternoon of his father's funeral, because others had been before him for the farm. He, however, had to deal with a landlord less hungering and more honourable than his neighbours. I believe this evil is much aggravated since that dark summer day for my father in 1832. Land Courts are therefore essential until each man has a high court of justice in his own bosom. It should be set as a principle that rents should allow a sufficient margin to pay a living wage for sufficient work done on the farm. Would you allow me to mention the fact that I find in the records of my father that a man with his wife and about three or four children lived on 11*l.* 14*s.* for a year, together with what little the wife could do by knitting and a few perquisites.

Mr. *Seebohm.*

43,525. Do you mean the farmer lived upon that?—I am speaking of my father's workman, who lived in a cottage. I point out also that when my father had to pay these very high wages, which were four times what they were once, he was not able to cultivate the steep parts which there were on the farm, and I have ventured to give my opinion as to renting. I strongly advocate that the parish councils or county councils should acquire land and rent it, not sell it. Thus a system of land nationalization would be initiated. It may be that many of those nominal freeholders who now pay heavy rent in the shape of mortgages would be glad to hail the State as their landlord. We want, however, to avoid the danger which I have been told has come upon Ireland. I have been credibly informed so by Irishmen. There the farmers, through the Land Courts, are well off, but the workmen are no better off. If

Mr. *Seebohm*—continued.

a workman got too small a holding he might be taken advantage of by the larger farmer, his employer. Therefore on the principle of preferring the ills he knew of to flying to others which he knew not of, he would not seek to alter his position. I venture to think that it is necessary to exact some of the old duties from the landowner before talking of buying wholesale. The aged land labourers demand a few millions yearly in the way of pension, which could be well afforded out of about 220,000,000*l.* a year of rent, while the workman on the land does not get as yet anything like his just reward, I mean the workman while he works. After these deductions, and others, the State can buy on better terms. There is an old saying that justice must prevail if the heavens fall, but I say that justice may prevail and that heaven may thereby come down to earth.

Sir *John Llewelyn.*

43,526. I think you say that you objected to the system of landlordism?—Yes.

43,527. What would you put in its place?—I would bring back what is now theoretical. I would make the State the owner of all land, as it is now in theory.

43,528. Do you think the State is capable of making a good landlord?—Yes, I believe so.

43,529. I suppose rents would still have to be paid?—Oh, yes.

43,530. But they would be paid to the State instead of to the present landlords?—Yes.

43,531. Do you think that the present landlords would continue to live in the country?—I do not know. If they went they would not take their land with them. They could go then if they liked.

43,532. Who would collect the rents; someone on behalf of the State, I suppose?—I daresay the landlords' agents would be very willing to do it.

43,533. I am not speaking so much of the individual who actually collects as to the principle. The system would be that the State would have to collect the rents?—Yes.

43,534. So that if the rents were not paid it would be the taxpayers or the ratepayers of the county who would suffer; in short, it comes to this, that the ratepayers would become the landlords under the State?—Yes.

43,535. And under those circumstances who would do the repairs?—The State of course. I will hand in some photographs of the cottages. [*The witness handed in photographs.*]

43,536. With regard to those cottages, were they occupied by the labourers?—They were at one time both occupied by labourers, but in each case the labourers died, the tenants of the first two cottages.

43,537. Are those the labourers to whom your father paid 4*s.* a week?—Yes.

Sir *John Llewelyn*—continued.

43,538. And they lived all their life in these cottages at, you say, 11*l.* 5*s.* a year, that is about 4*s.* a week?—Yes.

43,539. What are the wages now payable on that land?—The last I know of—I cannot bring it quite down to the present time—but the last that my father paid to my knowledge was 1*s.* 3*d.* a day, and food, of course, and several perquisites.

43,540. Then that is an increase in the wages?—Yes.

43,541. I suppose the tendency of the labourers' wages has been to increase from that time?—Extremely so, from just about 1873 or 1874.

43,542. So that they are better off now than they were then?—Yes, they are better off than they were then.

43,543. On that farm are the buildings now being improved?—No, I do not think there has been any improvement at all since that time. This is instead of the original lease. [*The witness handed in the document.*]

43,544. One of the photographs you put in seems to be a very good thatched cottage, though small?—They are rather flattered in those photographs on account of the trees around them. There are only two of them that are on my father's farm. There are several others in the neighbourhood, but they are much of a muchness in that respect, I think.

43,545. Is it the custom in your neighbourhood that the thatch is repaired by the tenant or by the landlord?—By the tenant. The tenant receives the rent of the cottage, too.

Professor *Rhŷs.*

43,546. What are the floors of those cottages made of?—Earth, and a considerable portion of the walls of some of them is made of earth, too.

43,547. One objection to the earth floor, I think, is that if it is not very well made it varies with every state of the atmosphere; if it is a little damp, then this sort of floor becomes mud, does it not?—Yes, it is very liable to that.

43,548. Is there an actual lack of cottages for the labourers on this estate now, do you know?—As regards my father's farm?

43,549. Yes?—There is not a lack of cottages. An old maiden woman lives in one of those, and I do not think that they really want the workman now, because they cannot afford to pay him.

43,550. You put in a bidding paper. Does that sort of thing go on commonly in the district now?—It is not very common, but it happens now and again.

43,551. And it is of considerable importance to some people, is it not?—Yes, it is of great importance; it starts them in life.

43,552. I am very glad you put that in. I only wish you had a Welsh version as well. What do you call it in Welsh?—"Neithior."

Professor *Rhŷs*—continued.

43,553. What do you call the bidding?—"Neithior"; the bidding itself is there called "Neithior" in Welsh. "Gwahodd" means to summon to it. I suppose "Neithior" is to hold it at night.

Professor *Rhŷs.*

Perhaps it is.

Mr. *Grove.*

43,554. Just one question. If land were nationalized you would, of course, pay the landlords a proper value for their land that you took of them, would you not?—Yes, proper value, but it takes a good deal of thinking and consideration to know what a proper value is.

43,555. What do you mean by saying that the State would do the repairs? Would you not have some system of selling the land to the tenant farmers, so that they might become their own freeholders?—No, I would not sell it at all, or else we would have three or four different rents to pay. There is the chief rent now. I do not know how many holdings there are there now, only they are practically merged in the rent to the present landlord; but I should certainly have the State to retain it afterwards. It has lost hold of it once, and that is the cause of a great deal of the evil.

Mr. *Seebohm.*

43,556. You have put in this bidding letter of 1848, which shows, I suppose, that it was a general custom—that there was a very kindly feeling amongst the tenant farmers to help anyone taking a new farm. Is that so?—I do not know that it was so much the kindly feeling; it was a very old custom, I think.

43,557. There has been a great competition for farms, which you say is the reason why that custom has been dropped?—No, I do not think so. It has got out of use as things do get out of use. I do not think that has anything to do with its dropping.

43,558. But you spoke of the landlord being more honourable in his feelings than the neighbours?—Yes.

43,559. The neighbours come and try to oust the next-of-kin, do they not?—Yes.

43,560. Is that a general thing?—I think it is very general.

43,561. That does not show a very nice feeling?—No, it does not—not anything like what it ought to be.

43,562. The old bidding principle had this great advantage, that it did find a little capital at any rate to begin with in starting the new comer?—Yes. Even it applied to the cottager to get his few articles of furniture, as well as to the tenant farmer.

Chairman.

43,563. Mr. Vincent asks the following questions: "Do you think that the State would be a good landlord"?—Yes, I believe so.

43,564. "If the State let at less than the com-" petition rent, would it not be an injustice to " those who were not farmers?"—It is evident, I think, that competition does not arrive at justice at all.

43,565. I think, Dr. Rhys Jones, you have been in Australia?—Yes.

43,566. You know that the sale and transfer of land is very cheap and easy there?—Yes.

43,567. You can sell land as easily as you can a chair or any other article or commodity. You know that two-thirds of the land in New South Wales belongs to the State?—Well, I do not know that.

43,568. You will take that?—Yes.

43,569. Perhaps you know that out of the taxation of 10,000,000*l.* required to keep New South Wales going only one-third of the taxation is required from the individual taxpayer. Was that so in your time?—I do not know the particulars of those matters.

43,570. That is so now, and that is what you would like to see in England. I understand you would like to see the taxation relieved by the State being the owner of the land?—I want people to get the fruits of their labour.

43,571. You want people to get the fruits of their labour, but then at the same time you are aware that when the land belongs to the State, as it does in Australia, there is very little compensation allowed for improvements?—I do not see that the state of things in Australia need be perfect.

43,572. But it is in working order there?—No, because they sell the land there.

43,573. And lease as well?—Yes, they lease as well; but they sell.

43,574. They sell to a certain extent, but not to a great extent?—I think they do to a great extent.

43,575. Not to a great extent. The feeling is in favour of the sort of idea which you have, that it should be the property of the State, and that it should be let on lease, and after a term of years be retained to the community at large?—Yes.

43,576. Without any great compensation for improvements being allowed. That is your line of thought, is it not?—I should so far as possible do away with this speculation. It is impossible to do away with it altogether, but so far as possible it should be done away with, as any bargain for a length of time brings all the evils of speculation into it.

43,577. Your line of thought is that you want to get rid of the landlord; you want the tenant to rent straight away from the State, is not that so?—Yes.

The witness withdrew.

Mr. Thomas Evans called and examined.

Chairman.

43,578. You are owner of a farm of 114 acres?—I am.

43,579. And you live at Llwynduris Farm, Llandyssul?—Yes.

43,580. And you are tenant of 263 acres?—Yes.

43,581. Who is your landlord?—Charles Marshall Griffiths, Esq., Llwynduris.

43,582. Will you tell us what rent you pay?—365*l.*

43,583. That is for the 263 acres. Then the date of entry is at Michaelmas, I suppose I may take it?—Quite so.

43,584. Are farms let on leases in this neighbourhood?—Yes, my lord.

43,585. And some yearly tenancies I suppose?—Yes, my lord.

43,586. Is there as much demand for land now as there was in former years?—There is quite as much demand for land, but not so much for leases.

43,587. Who farms the best a leaseholder or a yearly tenant?—I do not think there is much difference in that respect.

43,588. Compensation is paid, I may take it, by the good landlords for taking land for planting, or when any damage is done?—Quite so.

43,589. Are there any clauses in agreements which tenant farmers consider oppressive, and which have a tendency to bad farming. If so, would you name them?—There are.

43,590. Would you tell us what they are?—A tenant farmer ought to get the best advantage for doing everything he can upon his farm, provided, of course, that he does not deteriorate it.

43,591. What do you consider oppressive?—Selling hay, selling turnips and straw, and this and that.

43,592. But are those enforced. Are you obliged to keep to those conditions?—Yes, my lord.

43,593. Are you not allowed to sell hay or straw off your large farm?—No, my lord.

43,594. Not even if you bring back an equivalent in manure?—No, my lord.

43,595. Are there any penalising clauses. Are there any clauses besides those which you object to?—I do not know of any in that way. I should say that they have a tendency to bad farming, because they do not give the tenant the chance of doing the best he could do.

43,596. No other service, I take it, is done, other than the payment of rent?—I do not know, my lord.

43,597. Do the landlords give many permanent reductions in the neighbourhood?—Very few.

43,598. I suppose they give five or six months' grace for the rent. The rent is paid five or six months after it is due?—That is so, sometimes.

Chairman—continued.

43,599. But not always?—Not always, not in my case, my lord.

43,600. Do you have to pay at the time?—Quite so.

43,601. Whenever the rent is due it has to be paid?—I have to pay it when it is due.

43,602. I suppose farmers are short of money in the neighbourhood; they are not very well off in the neighbourhood, are they?—Very badly off.

43,603. As regards haulage—is that strictly enforced. Do you always have to do the haulage for improvements?—The haulage is generally done by the tenant.

43,604. Do you know of any cases where the landlord contracts out of the Agricultural Holdings Act?—I do, my lord.

43,605. Could you name them, or would you rather not name them?—Myself, for one.

43,606. Is that in your agreement?—It is, my lord.

43,607. Would you hand it up. [*The witness handed in the agreement.*] The custom of the district is, I suppose, that manure is left on a valuation to the incoming tenant?—Quite so.

43,608. What do you think of the Agricultural Holdings Act. Is it satisfactory or not?—I do not believe it is workable, and there is no co-operation.

43,609. Tenant farmers are a very hardworking class of men, as a rule?—Very hardworking in this country.

43,610. And their children and wives help them. That, I think, we have heard on all sides. Have many people gone away from this neighbourhood into Glamorganshire?—They have.

43,611. When do you think the depression commenced?—11 or 12 years ago.

43,612. About 1883?—About 1883.

43,613. What do you think are the principal causes of this depression; I take it unfavourable seasons, foreign competition, excessive railway rates, and scarcity of labour are the general causes?—Those are the ones I would mention, my lord.

43,614. Would you suggest any remedy that you think would help this state of things?—I should think that before the land will produce what it could produce every man ought to be the owner of what he tills himself.

43,615. He ought to be the owner of his own farm?—He ought to be the owner of his own farm, and I think that the Government, of course, should grant money to the tenant on small interest, so as that he should be able to buy it.

43,616. To lend the money on the security of the farm?—Yes, my lord. I know of instances about here where what was poor land before is looking now in splendid condition because it had been tilled well.

Chairman—continued.

43,617. Then it would encourage the holder to lay out capital, because he would have a feeling of security?—Quite so.

43,618. As regards the relationships between the landlords and the tenant farmers in this district, are they friendly or otherwise?—Most friendly.

43,619. You are on good terms with your landlord?—On very good terms with my landlord.

Mr. *Griffiths.*

43,620. Have you no clauses preventing you ploughing up some land under a penalty?—I have.

43,621. You said, in answer to Lord Carrington, that you did not have any such clause in your lease?—No, I do not think I said that.

43,622. Do you know of instances where tenants have not been able to obtain compensation for having done hauling throughout the farm, upon leaving?—Yes.

43,623. Are there many such cases about?—There are some.

43,624. Do you know if they have ever made any application for the payment of compensation?—That I cannot say.

43,625. With regard to the stock of the neighbourhood, as a rule do the people study anything as to the class of animals they breed?—By far too little.

43,626. You think that the best stock pays the best?—Yes, the best stock pays best. There is a demand for good stock always.

43,627. Do the landlords of the district do anything in the way of improving the stock? Do they bring good sires?—They do a little in that way.

43,628. Would the tenants, do you think, avail themselves of the opportunity if they brought some good bulls and entire horses into the neighbourhood?—I think so.

43,629. I mean at a moderate price?—Yes.

Mr. *Richard Jones.*

43,630. You say that penalising clauses are not often enforced. Is that because the restrictive clauses in the agreement are observed?—Yes.

43,631. Have you ever applied to your landlord to sell hay and straw in a year like this, when selling hay and straw would pay you much better than to consume it on the premises?—I have.

43,632. And he refused you?—Yes.

43,633. Absolutely?—He refused me, but he gave me that year, when I applied—that was four or five years ago—a sum of 15*l.* reduction instead of that.

43,634. Of course that was only temporary?—That was temporary.

Mr. *Richard Jones*—continued.

43,635. You want more freedom to dispose of the produce, and also more freedom to cultivate the soil as you think proper, that is, provided that the farm is not deteriorated?—Yes, I think that the tenant ought to get every freedom in that way.

43,636. You think that the rent of small farms is higher as a rule than large ones. Can you assign any reason for it; is it because the competition is keener for small farms, or is it because of the cost of erecting buildings?—I think it is because there are more people who are able to take a small farm than a big one.

43,637. You attribute it then, chiefly to competition?—Yes.

43,638. Do you think you could pay the rent of your place unless you owned the 114 acres?—Not for the last two years.

43,639. So that really you are paying for Mr. Charles Marshall's farm out of your private resources?—That is quite so.

43,640. Do you think it is usually the case with the tenant farmers that they have to fall back on some private resources?—I think so in this neighbourhood.

43,641. That cannot last for ever, can it?—No, I do not believe so.

43,642. If you have no private resources, of course you would have to go to the wall?—Quite so.

43,643. Then it is high time that something should be done in order to save farmers from ruin?—I think so.

43,644. Do you think there is a keen desire among farmers to become the owners of their holdings, that is, provided that there was security of tenure. Do you think the tenant farmers would prefer to be secure in their holdings, or would they prefer to be owners?—If they were owners I should think that they would do more justice to their farms.

43,645. Do you think they would do more justice to a farm than if a farmer felt sure that he would not be disturbed, and that when he left he would get compensation for the improvements he had made. Do you not think a farmer under those circumstances would make the best of his farm?—I think he would.

43,646. You will admit this, that of course there is a certain amount of difficulty when a man becomes the owner of a farm; say that he expends all the money he has at his disposal to buy a farm, and he has six or seven children, when he dies he may want to give each child an equal portion. How will that do? When he makes his will he will have to make a charge upon this property for every child; so that really the property will become encumbered to the eldest child, and that is not a desirable thing, is it?—It is not.

43,647. That difficulty has not occurred to you?—No.

43,648. So that now you are rather changing your mind, and you are inclined to go in for security of tenure?—No, I think a man would farm his own farm better than he would farm under other circumstances.

Mr. *Seebohm.*

43,649. I have only one question to ask: did you lose money in such a year as last year on the farm which you rent?—I have lost money.

43,650. You could not have paid the rent except out of capital, I take it?—No.

43,651. Did you lose money on your own farm?—On this farm that I am farming now.

43,652. The one that belongs to you?—I lost in this way, that an abatement was given.

43,653. You are the owner of one farm as I understand?—Yes.

43,654. Did you lose on that farm as well as on the farm that you rent?—I do not farm that one; I let it.

43,655. I did not understand that. So that what you meant was that out of the rent of that you paid the rent of the other farm?—Yes.

Mr. *Grove.*

43,656. Do you think there is enough labour on the land now?—No, there is not what there ought to be.

43,657. Why? Is that because the farmers cannot afford to pay the men?—One reason is because the farmers have not enough capital to pay them.

43,658. Would there be cottages enough, supposing they could get men more readily?—There is a good supply of cottages.

43,659. Are you troubled with the question of game at all?—No, not much.

43,660. You do not complain in that way?—No.

43,661. Do you think that land has to bear too many burdens in the way of rates and so on, an undue proportion?—I think it has.

Professor *Rhŷs.*

43,662. How many servant men do you keep?—I keep one servant man, and the others are labourers.

Professor *Rhŷs*—continued.

43,663. Where does your servant man sleep. What sort of accommodation have you for your servant man?—He sleeps in a loft above the horses.

43,664. Is that the usual thing in this part of the country?—That is so.

43,665. Do you know whether that leads to any difficulties or trouble?—Well, no, I do not.

Mr. *Seebohm.*

43,666. May I ask why it would be better to own a farm than to hire it. You let your own farm instead of living on it?—Yes, this is a small one, and the one I occupy is a bigger one.

Sir *John Llewelyn.*

43,667. You instanced your holding as contracting out of the Agricultural Holdings Act. It is before the date of the last Act. You have a lease, have you not?—Yes.

43,668. This lease has not yet expired?—No.

43,669. It commenced in 1882, before the last Agricultural Holdings Act was passed?—Yes.

43,670. Therefore there was a chance then for a landowner to contract out if he liked?—Yes.

43,671. Do you know the terms of the 1883 Act, the present Agricultural Holdings Act?—No, I do not.

Mr. *Griffiths.*

43,672. You said in answer to Professor Rhŷs that you did not see any disadvantage in the servant man sleeping out above the horses in the stable, in the loft. Have you found it an advantage sometimes to have a servant sleeping by the horses?—I have found it an advantage.

43,673. In what way?—If something occurs in the yard he is more likely to hear of it.

43,674. And in the stable too?—Yes.

Professor *Rhŷs.*

43,675. He is more likely to hear the noise you mean?—Yes.

The witness withdrew.

Mr. Thomas Edward Davies called and examined

Chairman.

43,676. Do you live in Cardigan?—I do.

43,677. And are you an estate agent?—I am, my lord.

43,678. On what do you propose to speak?—On the minutes I have handed in.

43,679. Will you read your statement?—I am a solicitor and land agent residing at Cardigan, where I have been in practice for nearly 30 years. I am and have been for over 16 years agent for Thomas Edward Lloyd, of Coedmore, owner of the Coedmore estate,

Chairman—continued.

situate in the counties of Cardigan, Pembroke, and Carmarthen (2,400 acres about), and Trewern estate, in the same counties (2,900 acres about), and also agent for the Llanina estate (about 3,200 acres), the property of Messrs. Longcroft in the counties of Cardigan and Carmarthen, also agent for the Beddgeraint estate (Major Lloyd Phillips), in the county of Cardigan, and the Glanmedenje estate in the same county, the joint property of Major Phillips and Colonel Mayhew. Owing to the depression of the times I have made abatements on the following estates, viz.: on the Coedmore estate, beginning

Chairman—continued.

at Lady Day 1886, 5 per cent., Michaelmas 1886, 5 per cent., Lady Day 1887, 5 per cent., Michaelmas, 1887, 5 per cent., Lady Day 1888, 5 per cent., Michaelmas 1888, 5 per cent., Lady Day 1889, 5 per cent., Michaelmas 1889, *nil*, Michaelmas 1892, 10 per cent., Lady Day 1893, 10 per cent., Michaelmas 1893, 10 per cent.

On the Trewern estate I have made abatements as follows:—Michaelmas 1885, 10 per cent., Lady Day 1886, 10 per cent., Michaelmas 1886, 10 per cent., Lady Day 1887, 10 per cent., Michaelmas 1887, 10 per cent., Lady Day 1888, 10 per cent., Michaelmas 1888, 10 per cent., Lady Day 1889, 5 per cent., Michaelmas, 1892, 10 per cent., Lady Day 1893, 10 per cent., Michaelmas, 1893, 10 per cent.

On the Llanina estate I have made the following abatements:—Michaelmas 1885, 5 per cent., Lady Day 1886, 10 per cent., Michaelmas 1886, 10 per cent., Lady Day 1887, 10 per cent., Michaelmas 1887, 10 per cent., Michaelmas 1892, 10 per cent., Lady Day 1893, 10 per cent. Michaelmas 1893, 10 per cent

On the Beddgeraint estate: Michaelmas 1885, 5 per cent., Lady Day 1886, 5 per cent., Michaelmas 1886, 5 per cent., Lady Day 1887, 10 per cent., Michaelmas 1887, 10 per cent., Lady Day 1888, 10 per cent., Michaelmas 1888, 10 per cent., Lady Day 1889, 5 per cent., Lady Day 1892, 5 per cent., Michaelmas 1892, 10 per cent. Lady Day 1892, 10 per cent., Michaelmas 1893, 10 per cent.

And on the Glanmedenie estate: Michaelmas 1885, 5 per cent., Lady Day 1886, 5 per cent., Michaelmas 1886, 5 per cent., Lady Day 1887, 10 per cent., Michaelmas 1887, 10 per cent., Lady Day 1888, 10 per cent., Michaelmas 1888, 10 per cent., Lady Day 1889, 5 per cent., Lady Day 1892, 5 per cent., Michaelmas 1892, 10 per cent., Lady Day 1893, 10 per cent., Michaelmas 1893, 10 per cent. I have expended in buildings and repairs on the Coedmore and Trewern estates during the last 9 or 10 years the sum of 1,800*l.*, and no increase has been made in the rent. The buildings and repairs on the Llanina estate were ordered by the late Mr. Longcroft His son, Mr. C. G. Longcroft, was only four years in possession after his father, and I cannot state the amount of repairs done, which was pretty considerable, by the late Mr. C. R. Longcroft. The repairs and buildings were made by their direction and the superintendence of the farm bailiff. The estate is about 23 or 25 miles distant from here. The tenants assisted in the haulage of material for building, but not compulsorily. Their men were allowed for their dinner and refreshment when in at the yard of the town. Politics and religion made no difference in the management of the estate. The best man was endeavoured to be selected. The tenants, with very few exceptions, are all Nonconformists. The sons or daughters of the deceased tenants have had the first refusal of the taking of the farm, and generally have become the tenants. With regard to game, since the Ground Game Act came into operation there is very little game on the Coedmore

Chairman—continued.

estate. What little there is, is principally on the Coedmore demesne, farmed by the owner himself. On the Trewern estate there is scarcely any game since the above Act, although at one time (owing to its natural advantages) it was fairly stocked with mixed game. On the Llanina estate there is some game but not very much now. The farm bailiff, Evan Thomas, can speak as to this, as the estate is distant from Cardigan about 23 miles, and it is practically more under his supervision than mine. That is all the statement I have to make. *See* 48,159.

Sir *John Llewelyn.*

43,680. You have given an instance of continuing abatements of rent?—Yes.

43,681. Has the tenant any chance in going before the Assessment Committee to get his assessment diminished in consequence of abatements?—I believe he has.

43,682. The practice appears to be very different in different parts of the country. Can you tell us what the practice is of the Assessment Committee here?—I have not had much practice before the Assessment Committee, I should say,

43,683. Do you know as a matter of fact whether any of the tenants who have had these abatements have had a reduction of their assessment?—No, I do not.

43,684. I take your answer that you do not know that they have?—I do not know personally.

Professor *Rhŷs.*

43,685. Did they not press you for a permanent reduction on the score that they cannot get their rates adjusted. Have you ever heard that advanced as an argument?—Not particularly.

43,686. Do they ever advance that as an argument that if you gave a permanent reduction they would be able to get the rates adjusted accordingly?—They have in some instances put that forward.

43,687. Did that suggest to you that they could not get it; that they failed to get it on the abatement?—I do not think they have made any application.

Sir *John Llewelyn.*

You would perhaps be able to interest yourself in that. It is a great question in some places. We find the practice to be in some cases that they allow a reduction of the rates on account of the abatement.

Professor *Rhŷs.*

43,688. Then they would go on paying too high a rate if that is not so?—That is so until the alteration is made.

43,689. You have a great many farms on the different estates that you manage?—Yes, I have.

Professor *Rhŷs*—continued.

43,690. Every now and then you find a family where a farmer has three or four, or five, or perhaps more, sons. What usually becomes of those sons What are they brought up to?—They are brought up to different trades and professions, and the Church and dissent. The youngest are brought up so, but the eldest generally remains at home.

43,691. And the youngest go away to the towns and to England?—Yes.

43,692. And they push their way in various departments of trade and the professions?—Yes, that is so from what I have seen.

43,693. Are the parents still able to help them on in that way?—I think so.

Mr. *Grove.*

43,694. When you make abatements, do you give notice of the abatements to the tenants? Do they know some little time before rent day?—Not as a rule.

43,695. Would it not be advisable to do that, so that they might know exactly the amount of money they have to bring to the rent audit, do you think?—They are taken more by surprise when they are allowed it at the rent audit, and they think more of it.

43,696. There may be perhaps your view on the one side and the tenant farmer's views on other?—Just so.

43,697. We have had cases brought before us where they have complained that they had sold their stock at a very low price to get the money to pay the rent, and then when they have gone to pay the rent they have not wanted all the money that they had prepared?—Perhaps it might be more advantageous to give them notice.

43,698. We find it pretty general that five or six months, or something of that sort, is given to them, so that they know exactly what they have to pay?—Yes.

43,699. Have you made any remark with regard to a Land Court in your evidence?—No, I have not been asked.

43,700. Have you any ideas at all about that, as to whether it would be desirable in any way, or do you think it would not?—I think it would be most undesirable, from what I know.

43,701. I suppose that whatever tribunal were formed, or whatever arrangement was made, if the landlord and the tenant always come together first in a friendly way to try and agree upon the rent and the conditions, would not that do away somewhat with the objection to a Land Court, do you think?—Decidedly.

43,702. And that they should only go to a Land Court when they were obliged to do so?—Only when they are obliged to do so.

Mr. *Richard Jones.*

43,703. Do we understand from your reply to Mr. Grove that you admit the necessity of some sort of tribunal in extreme cases?—I do not think that the law of contract ought to be violated.

43,704. No, but that was the inference which I drew from your reply to Mr. Grove?—I do not know what the advantage of a Land Court would be.

43,705. The suggestion made by Mr. Grove was this, that a tribunal, whether it be a Land Court or anything else, should settle disputes when they arose between the landlord and the tenant either as to the adjustment of rent or as to the conditions under which a farm is cultivated?—As a last resort you mean, I suppose?

43,706. Yes, as a last resort?—Well, it might be done.

43,707. Is it the fact that you have supplied us with the particulars of the amount of money that has been expended on all the estates?—No, only the two estates, Coedmore and Trewern. I have not given the items of the others, because I do not know them.

43,708. Could you tell us offhand what proportion the repairs bear to the income?—I could not tell you exactly.

43,709. Could you supply the Commission with that information?—Yes, I could.

43,710. Later on you will do that?—Yes, only for the two estates.

43,711. Yes, for the two estates?—I will do so.

43,712. We should be very glad to receive it. Were these abatements made on your advice?—Yes, generally.

43,713. You heard what Mr. Brigstocke stated, did you not?—I did.

43,714. He stated that he considered that taking the last 15 years the average reduction would be about 25 per cent.?—The average reduction in prices, do you mean?

43,715. Yes, in the value of farms?—Yes something like that.

43,716. Are you prepared to confirm what he said?—Yes, I believe so, or perhaps say 20 per cent. instead of 15 to 25.

43,717. That would be taking it at the mean of 20 per cent.?—Yes.

43,718. If you only make an abatement of 10 per cent. you have not really done justice, then, in that way?—But then that is taking it in different years.

43,719. Yes, and that would strengthen the average; that is what we are talking about?—Those are the abatements I have made.

43,720. Upon your own confession you ought to have made abatements of 10 per cent. more?—Well, I do not say that. Those are the abatements I have made.

Mr. *Richard Jones*—continued.

43,721. Upon your own confession, practically, you ought to have made 10 per cent. more abatement if you admit that Mr. Brigstocke's figures are nearly correct?—Well, perhaps so.

Mr. *Griffiths.*

43,722. May I ask you, are you a practical farmer as well as a solicitor and land agent?—No, I am not a practical farmer.

43,723. You can talk Welsh, I suppose?—Yes, I can.

43,724. Supposing a tenant leaves any farm on this estate after doing much hauling, does he always get compensation for so doing?—There was not much hauling ever done on the estate.

43,725. Not towards the buildings?—No, not a great deal, but it was always done voluntarily.

43,726. I mean it might be done voluntarily, but supposing, for some reason or another, he has to leave in a year or two, are many allowances made?—Some allowances have been made.

Mr. *Griffiths.*

43,727. Do you grow much timber on the estate?—There is a lot of timber.

43,728. Is there any damage done to the farms by hauling timber?—Very little has been sold during the last few years or for many years.

43,729. When it is sold do you generally agree as to the damage with the one who purchases it, or do you generally agree with the tenant himself?—We generally agree with the tenant himself, but we have had no sales for many years.

Sir *John Llewelyn.*

43,730. I should like to ask one question upon what Mr. Griffith's asked you with regard to the haulage. Would you not agree with Mr. Brigstocke when he said that compensation should justly be given for every 6*d.* that is laid out by the tenant?—Yes.

43,731. You say it was done sometimes?—Yes.

43,732. You think it would be just to do it always?—I think so.

[Adjourned for a short time.]

Mr. Charles Evans Morgan-Richardson called and examined.

Chairman.

43,733. You are an owner of property, a tenant farmer, a solicitor, and a land agent?—I am.

43,734. What district do you represent?—I speak for the neighbouring district in the counties of Cardigan, Carmarthen, and Pembrokeshire.

43,735. What particular estates?—Particularly for the estates known as the Clynfiew estate and the Noyadd Trefawr estates. I am agent for several properties of smaller size in the neighbourhood, but I choose to speak for those two estates in particular. I thought perhaps I might save some time of the Commission if I were to give a brief outline of what I had to say upon this subject.

43,736. If you please. Will you read that to us?—I have to say that I am interested in this land question both as a solicitor and a land agent, also as owner of several properties myself. I am also interested for a number of freeholders in this part of the country who are my clients, and for their mortgagees. I may add that the question of mortgages is very important from my point of view. I may say that I receive and pay interest on something between a quarter of a million and half a million of money which is invested on mortgage in this neighbourhood. Speaking of these estates, I would say that they are generally, as compared with English estates, of

Chairman—continued.

small size, the largest being about 4,000 or 5,000 acres, and the average size being about 3,000, rented for about 1,500*l.* to 2,000*l.* a year. The farms are small, averaging from 60*l.* to 80*l.* per annum; it would be a large farm in this country that is rented for more than 100*l.* a year. A great deal has been said as regards the rise in the value of land in this country as compared with the rise in the value of land in England, and I am prepared to admit that there has been a rise during the last 100 years, and a considerable rise, but I think that the rise is to be explained by particular causes. One cause in this country is that our land is principally grazing land, and the produce of grazing land has risen during the last 100 years, the produce of corn lands having fallen; that a great deal of land is now cultivated which 100 years ago was not in cultivation at all; that roads have been made into the country and through every part of the country, and have developed land which was practically unenclosed 100 years ago; and a very important factor has been the making of railways in this country. The land 80 or 100 years back was far away from the best markets, so that land near the big towns in England had a very much greater advantage over land in this country than it has in the present day, the railway practically bringing us within a short distance of the best markets. And arising from this is the fact that the produce in this country

Chairman—continued.

—the grazing land produce—has very materially risen. I have with me certain schedules which give the price of stock in the years 1840, 1850, and 1856. I propose if they are of any value to hand them in to the Commission. I have extracted them in one case from a diary kept on a gentleman's home farm in the year 1850. They show in those cases a very marked increase in prices. Bad as the prices are at the present time, they are much greater than they were. In 1850 fresh butter was sold, containing 24 ounces to the pound, at 10*d.* to 1*s*, and I see that fat cows sold at 3*l.* 10*s.* to 5*l.* The following are the tables.

EXTRACTS from the CASH ACCOUNT BOOK of my UNCLE the Rev. CANON RICHARDSON, of ST. DAVID'S, showing PRICES of POULTRY, &c., in the Year 1840.

1840.		£	*s.*	*d.*
January 22 -	1 lb. butter (24 ozs.) - -	0	0	10
„ „ -	2 turkeys - - - -	0	3	9
February 18 -	2 rabbits - - -	0	1	0
„ 26 -	Turkey - - -	0	3	0
April 29 -	2 ducks - - -	0	1	8
May 1 - -	2 chickens - - -	0	1	0

(*The Table containing the prices for* 1850–3 *has already been printed at Qu.* 32,877.)

EXTRACTS from the CASH BOOK kept by my GRANDFATHER, the Rev. P. D. RICHARDSON, showing PRICES of FARM PRODUCE in the Years 1853–6.

		£	*s.*	*d.*
	BUTCHERS MEAT, &c.			
1853.				
May 14 -	Loin of veal, 7 lbs. at 5*d.* -	0	2	11
1854.				
February 25 -	Beefsteak, 7 lbs. at 7*d.* - -	0	4	1
	Shoulder of veal, 7lbs. at 4½*d.* -	0	2	6
March 4 -	Leg of mutton, 7½ lbs. at 6½*d.* -	0	4	6
August 26 -	Hind quarter of lamb, 7 lbs. at 5½*d.*	0	3	2
	CORN.			
1855.				
December -	4 winchesters of wheat at 9*s.* -	1	16	0
December 6	8 bushels of oats at 3*s.* per winchester.			
December 27 -	45 bushels of oats at 3*s.* - -	6	18	0
1856.				
February 5 -	5 winchesters of barley at 4*s.* 4*d.*	1	1	8
December 30 -	38 winchesters of barley at 5*s.* -	9	10	0
1857.				
January 16 -	37 winchesters of oats at 2*s*, 2*d.*	4	0	2
February -	42 winchesters of barley at 4*s.* 6*d.*	9	9	0
	CATTLE.			
1856.				
March 20 -	Sold a cow and calf - - -	8	13	6
May 6 -	2 heifers sold - - - -	18	19	6
December 1 -	3 steers sold - - - -	17	10	0
	2 heifers - - - -	9	7	6
1857.				
March 20 -	Heifer sold - - -	10	13	6
April 8 - -	Heifer sold - - -	8	10	6
	BUTTER.			
1855.				
28 December -	50 lbs. butter at 1*s.* per lb. -	2	10	0
1856.				
8 February -	Pot of butter, 56 lbs. at 10½*d.* -	2	9	0
26 January	Cask of butter at 10½*d.* per lb. -	5	7	6
12 April	1*s.* 1*d.* „ -	6	15	0
7 June -	„ „ 10¼*d.* „ -	5	5	0

Chairman—continued.

1857.	BUTTER—*cont.*	£	*s.*	*d.*
11 April -	Cask of butter at 10¾*d.* per lb. -	5	15	6
4 May - -	„ „ 11*d.* „ -	5	15	7
27 May -	„ „ 10*d.* „ -	5	3	6
6 June -	„ „ 10*d.* „ -	5	10	0
23 June -	„ „ 10*d.* „ -	5	10	10
1858.				
5 June - -	„ „ 9*d.* „ -	9	15	0
29 June - -	„ „ 9*d.* „ -	4	17	6
17 July -	„ „ 10*d.* „ -	5	11	0
18 September -	„ „ 10¾*d.* „ -	6	1	10
„ -	15 cheeses at 18*s.* per cwt. -	4	7	2
	Several entries of butter sold in 1858–9, averaging 10½*d.* a lb.			

Something has been said, in explanation of the great rise in rents, as to the repairs having been executed by the tenants, and I have to say that as far as the permanent improvements are concerned it is not my experience that this is done by the tenants. It is the practice for all the buildings in this country to be done by the landlords. There has been an immense improvement in the farming of tenants during the last 20 or 30 years, but it is almost an invariable rule that buildings are executed by the landlord. I have one particular case which I have permission to put in before the Commissioners. In many cases people do not like me to give information as to their exact rental, and as to the exact outlay for repairs, but in the case of the Noyadd Trefawr estate, which was very well managed by trustees during the minority of the present owner, the accounts of the estate were very carefully and elaborately kept, and not only were they well kept, but they were afterwards audited on behalf of the persons owning the estate, and vouched by a firm of chartered accountants at Bristol. The figures which I now hand in may therefore be taken as absolutely correct. They show that during the 18 years the estate was in the hands of the trustees 4,061*l.* 12*s.* 2*d.* was expended on a small estate, the gross rental of which was only 1,520*l.* per annum. In addition to that certain sums were allowed to the tenants for repairs which they had executed. The total amount of these repairs came to over 15 per cent. of the gross rental, and it bore, I might say, a very much larger proportion to the net rental of the estate. At that time the estate was very heavily charged with jointures, and there was very little money accumulating; in one year hardly anything at all was accumulated by the trustees, the whole of the income being expended on repairs. I propose to hand in to the Commission the schedules, which I have permission to do, showing the detailed statement of these repairs. (*See Appendix.*)

With regard to the question whether politics and religion affect the relations between landlord and tenant, I have to say that I do not think that they have affected them in the slightest degree. No difference whatever is

Chairman—continued.

made on estates that I have connexion with between the application of a Nonconformist and the application of a Churchman, and if it were attempted by a landlord to plant his estates with Churchmen he would find his land lying waste, because there are no Churchmen to come forward for them. There are on the Clynfiew estate and on the Noyadd estate some 150 or 160 tenants, and I do not think on either estate there are 10 Churchmen. The question is never asked. When I was younger and more inexperienced I did ask, about 14 or 15 years ago, the question whether the tenant was a Churchman or not, but I very soon discontinued that (within 12 months in fact), because I found that no landlord ever paid the slightest attention to it. One landlord, with more experience than any other man I know, and who was himself a Conservative member for an adjoining county, said that whenever he was pressed by his vicar to appoint a Churchman and a Conservative, he generally discovered that it was an excuse for the fact that the man was either a bad farmer or was short of capital. I have never attempted it since. There is the very best feeling, I think, between tenants and their landlords, particularly between the tenants of the estate and their own particular landlord. I might not unfairly use a simile, and say that the relations between the tenant and his landlord are very similar to the way in which the world regards gentlemen of my profession. Everybody is agreed that lawyers are rogues as a class, but everybody excepts his own particular lawyer, and in the same way I think that the tenants of this country might suppose that landlords are as a class exacting; some of them might think so, but they would always make an exception in favour of their own landlord. I do not know that there has been anything in the way of a capricious eviction. I never heard of anything of the kind. The question is asked in the syllabus, and my reply is that I have never known a case within my own experience. I have heard of such things, but nothing has ever come before me personally. Abatements have been made during the bad times—the bad times which commenced in 1883. As times improved, the abatements were discontinued. The bad times returned, I think, in 1886, and abatements were then made, the abatements generally averaging 10 per cent. on the gross rent. They have returned again, and abatements are made at the present time. With regard to game, there is no game in this country. I do not suppose that there is one landlord within 40 miles of this place who could say that he had killed 100 pheasants in one day. The ground game is very scarce since the passing of the Ground Game Act of 1880, and hares are almost extinct. With regard to compensation for improvements, I think it is usual, when a tenant leaves a farm, particularly if he is compelled to leave, to make him some compensation for the work he has done in haulage. In respect to this question, there were two small suggestions which I should like to have made myself.

Chairman—continued.

The one is that there might be some alteration of the law with regard to permanent improvements. I would suggest it in the interests of the tenants, just as in the interests of the landlords. With regard to permanent improvements of the nature of buildings, at the present time, if the tenant has not got a written consent from his landlord to erect the buildings, when the tenancy determines he must leave the buildings without any compensation, but if the more common-sense view were to apply to the law as to these permanent improvements, it should be possible for a tenant, in case the landlord argued that the building referred to is of no value to the farmer, to remove it and take it to another place, which would at once set the question at rest as to whether it was an improvement or not; and, on the other hand, it would be very unfair that a landlord should pay for a building which was unnecessary to the holding. I can mention a small case in point, a small farm which belongs to me near this town, and belonged to my predecessor, and was farmed as a pleasure farm. A great number of buildings were put upon it which were wholly unnecessary except for a gentleman who wished to make farming a hobby. I have let those buildings, but I have let some of the fields to a man who keeps cows for the town. This tenant discovered that it would pay him well to put up a stable and keep a horse for hauling. I was of opinion that there were already sufficient buildings for the farm, and I was perfectly willing for the tenant to put up those buildings, and to do so practically at his own risk, if circumstances should arise that he left the farm to take a larger holding. There being already far more buildings upon that farm than I should require, it would be unjust that I, on the one hand, should be compelled to pay for that building which is of no value to me, and unjust, on the other hand, that I should be able to retain it and keep it for myself, if I was not willing to give the tenant any compensation. Then there is another suggestion in connexion with this subject of compensation for improvements. I so frequently hear men say that things were not so when they came to the farm. I think it is a great pity that there is no record kept of the state of cultivation and the state of buildings when any new tenant enters a farm. I think if a report could be made either by two valuers or one valuer, or by two independent farmers, and signed by the landowner or his agent, and by the tenant, as to the exact state of cultivation at the time a man enters, and as to the state of the buildings, and as to the state of the fences, it would be an immense advantage when the time came for changing the terms of the tenancy. With regard to the other suggestions for remedying the present state of things, there are men far more competent than I am to make those. The question of improvement of railway rates and foreign competition—all those tend terribly against us at the present time, but I would speak as to the suggested remedy of a Land Court. There are many reasons, many arguments against a Land

Chairman—continued.

Court from a landlord's point of view, and from what I think the point of view of fairness, but there are also arguments against it from a tenant's point of view. The landlords would at once cease to take any interest in their holdings, and it would be more difficult to get buildings put upon their farms than even at the present time. And (this is one of the greatest objections that tenants have at the present moment) it would very much increase the number of sales of land. Landlords would be realising their properties wherever they possibly could, and with respect to the lands which they would retain, they would commence to occupy their lands instead of letting them as they do now to tenants. As to a court to fix rents, I am afraid it would be a greater benefit to gentlemen of my profession than either to landlords or to tenants. I have no belief myself in valuers. I think the farmer is a far more competent person to judge of the value of a farm before he takes it than a valuer who takes perhaps two or three hours, or even a day, to go round a farm which he has never seen before. If the times were good I do not think that the rents are high at the present time, but last year and the year before it would be difficult for a man to farm certain farms if he had his land rent free. The average rent in the neighbourhood is low. I do not think there are many farms let at over 15*s.* an acre. The average on the Clynfiew estate is 10*s.* 2*d.* an acre, and the average on the Noyadd estate is about 11*s.* 6*d.* an acre. I would say, too, that there is not a single farm upon both those estates which could not be let to-morrow, if it were vacant, at the same rent that it is let at to-day. With regard to fixity of tenure, I consider that it would be only making a present to existing tenants at the expense of future generations, and I am not certain that it would improve the style of farming, because I do not believe that the freeholders, who have of course the highest form of fixity of tenure, farm at the present time any better than the tenants from year to year. If I were to name the four or five best farmers in this neighbourhood I should name four or five who are farming on simple agreements from year to year. There is one other objection to fixity of tenure—from the labourer's point of view. Many of the successful farmers have commenced in a small way as gentlemen's herdsmen, or as labourers, getting on from one farm to another, increasing it in size according as they developed their capital, and these are among the most desirable of tenants. If there is fixity of tenure for the existing class of tenant farmer, and a free sale of tenant's interest, it would be practically impossible for any labourer to become a tenant farmer. I think that this is a point which should be made very strongly, because a great many labourers apply for farms, and are very competent to take some of the smaller holdings in this country. There is the last case, and that is the case of the freeholder. It has already come before this Commission here to-day that a strong feeling exists in this neighbourhood on the part of many freeholders who

Chairman—continued.

have purchased their holdings, for some means of borrowing money from Government to pay for their holdings, or to pay off the existing mortgages Having a great deal of experience with this mortgaged property, I must say I sympathise very strongly with the movement. The greater part of the money which has been paid for these holdings has, I am sorry to say been borrowed, but the mortgagors pay their interest punctually even in bad times (with very few exceptions they pay punctually), but the great difficulty is the uncertainty of the mortgage, which may or may not be called up at any moment, and the man put to very considerable expense in finding the money elsewhere, and sometimes not able to find the money at all. The difficulties which have been suggested with regard to the Welsh land tenure, and the suggestions which have been made for a Land Court have, I may say, prejudiced these freeholders to a very great extent, because the rate of interest has proportionately increased. People have no longer that confidence in investing in land that they had eight or ten years ago. I may say that five or six years ago, before a Welsh Land Question was heard of, we were frequently offered, and I was frequently offered personally by London solicitors, large sums of money at 3 and 3½ per cent. to lend on land in Wales, because the interest was so punctually paid that it was supposed to be a very first-rate investment. But since this agitation has commenced for a Land Court a great many of these mortgages have been called in, and I find it quite impossible to get the money in again at those same rates. I think that a scheme for lending, and lending in such a way that the Government would not be prejudiced, and even so that the Government might lend the money at a profit itself, is perfectly practicable, and since the principle of doing that sort of thing has been recognised by the Small Holdings Act Committee, and especially by the Small Holdings Act itself, I do not see why we should not have assistance of that kind in this country. Those, my lord and gentlemen, are the points of my evidence.

Mr. *Griffiths.*

43,737–8. I see, with regard to timber cutting, you pay damage for hauling the timber over the farms?—Yes, the usual arrangement is that the person who buys the timber must compensate the tenant, and we inquire at the time that the purchaser is there, and we ascertain that he does compensate.

43,739. Do you think that the tenant himself is in a position to deal with the contractor?—I think so. There is generally an arrangement between the purchaser and the tenant. There is a certain amount of haulage required, and some trees are left as a compensation. After a man has left I never heard any grumbling, except in one particular case.

43,740. Have you not found that the tenants grumble that the timber is laid on the land very often, sometimes two years, without being

Mr. *Griffiths*—continued.

taken away?—Yes, in one particular case I have.

43,741. And in only one?—In only one.

43,742. Do you not think it would be better for the landlord to make an agreement with the purchaser?—Well, he does make an agreement with the purchaser.

43,743. I mean as to the clearing off of the timber?—Oh, yes, we always do that. That is invariably done.

43,744. That the cutting of the timber shall be completed by a certain date?—Yes.

43,745. You do?—Yes.

43,746. You spoke with regard to the decrease of agricultural produce up to a certain point. Does that table include the particulars up to the present?—No, I have only given extracts in the table of prices that I have put in from a farm diary from the year 1850 to 1856; extracts from two farm dairies.

43,747. You could not give it up to the present date?—No, I am afraid I could not.

43,748. But I think you have already said that you consider that the present time is a most depressing time?—It is a most depressing time, the last 10 or 15 years, but I think that as compared with 1850 prices, bad as they are, are better now than then.

43,749. Then with regard to those tenants who purchase their holdings, at what rate do you generally lend the money?—At 4 per cent. generally.

43,750. They never get it at much less?—I am afraid not.

43,751. Suppose these tenants had some security that they could borrow money at 3 per cent., have you any way of preventing them—suppose the farm was sold, would not they calculate the amount of the purchase money to be at that rate?—But I do not think we should lend the money on the amount of the purchase money. We should not lend, say, two-thirds or four-fifths of the purchase money, but two-thirds or four-fifths of the proper value, to be certified by proper valuers. That would be your protection.

43,752. Not upon the purchase money?—No, not upon the purchase money.

43,753. I think you differ in opinion from some of the witnesses we have heard before us to-day, in saying that in the last two years it would be difficult to make things pay if the land were held rent free?—With regard to some land.

43,754. Not with regard to all?—Oh, no.

43,755. As to what kind of land would you consider you are right in saying that?—Well, heavy clay land, for instance.

43,756. Is there much heavy clay land in this district?—There is a good deal of heavy clay land.

Mr. *Richard Jones.*

43,757. You say that changes of tenancy are less frequent now?—Yes.

Mr. *Richard Jones*—continued.

43,758. Do you draw any inference from that?—No, I draw no inferences. Changes of tenancy are not frequent; I draw no inference from it.

43,759. You would not go so far as to say that because changes are less frequent farming is a profitable business?—No, I would not say that. I draw no inference from it.

43,760. You say that letting to the highest bidder is exceptional, then we may gather that in some cases it has occurred?—It is quite possible in the case of very small owners, who have bought merely to invest a few hundred pounds, wishing to get the highest rate of interest for their money, but on all the large estates with which I have anything to do it is never done; it is never let to a man because he is the highest bidder.

43,761. We may take it that as a rule small holders do not attach so much importance to having a man with capital?—No, I would agree with you.

43,762. What are your views with regard to the game laws. Do you think they require alteration?—There is no game in this country, so the question would not arise, I think.

43,763. What about the laws of trespass. Is there any need of any alteration about trespass, because suggestions have been made to us very frequently that persons trespass when after mushrooms or something of that kind. Have you any mushrooms in this neighbourhood?—Yes, great quantities

43,764. Do the farmers complain of trespassers at all?—No, I do not think so.

43,765. Not to any great extent?—No, I do not think so.

43,766. Not sufficient to justify any alteration of the law?—No, I do not think so.

43,767. You say there is co-operation among farmers at harvest time?—Yes. There is a general arrangement for give-and-take at harvest time I think; farmers help one another in hay, and again in corn. They take it in turns.

43,768. And in thatching, I suppose?—I do not think there is much, well there is a little interchange in thatching too, but not so much. Hay and harvest is what I think my answer referred to.

43,769. Who repairs the cottages when they are let by a farmer. Is it the tenant or the landlord?—The landlord in the cases with which I have had to do; I think where there are thatched cottages a tenant replaces the thatch, but thatched cottages are almost going out of date in this country.

43,770. I suppose it is your opinion that it is time that thatched cottages should go out of date?—Yes, I think it is false economy to keep them.

43,771. It is a great burden on the tenant farmer; he really has to raise more wheat than he otherwise would, in order to thatch these cottages?—Yes, well, when wheat straw sells so well as it does now, I think it is a mistake.

Mr. *Seebohm.*

43,772. Your evidence was very interesting with regard to the loan of public money for the purchase of farms. Would you recommend that the loans should be made to anyone purchasing the farm, or only to the sitting tenant?—I think only to a man who was occupying the farm, and the moment the man sold the farm, even if there were Government money upon it, if it was sold to a man who did not occupy, I think the money ought to be called in and lent to a man who meant to occupy the farm.

43,773. I suppose 4 per cent. could still be paid, thus providing a sinking fund as well?—That is my idea.

43,774. Otherwise the amount would be always increasing, and it would be an enormous amount?—Yes. My idea was to lend at 3 per per cent., and allocate seven-eighths per cent. as a sinking fund to repay itself in 50 years, the additional one-eighth per cent. to cover the cost of insurance and the cost of collection.

43,775. Then you suggested, I think, four-fifths as the extreme of value to which you would let. Would you think, on consideration, that that was sufficient security; is it not going rather near the hedge?—If it were only taken upon the certified value, the proper value, I think I should be inclined to go as far as four-fifths, particularly as the repayment is being made every year, and the security is rising year by year in value.

43,776. The margin would be constantly increasing?—The margin would be constantly increasing.

43,777. But, supposing such a scheme had been at work in 1878, just before the depressing time came on, would it not have broken down?—I do not think so, because the mortgagors have paid their interest at 4 per cent., some at 4½ per cent., and continued to do so even in these bad times.

43,778. But with reductions and abatements?—No, no abatements.

43,779. You mean payments to the mortgagees—I understand you. Do you think that the advantage of such an offer could in any way be secured entirely to the tenant, from this point of view: supposing that it was known that money could be borrowed on these low terms from public sources, would it not have a tendency to put up the price?—The rule that only three-fourths or four-fifths should be applied would, I think, meet that objection, but I would even go further. I would say that this money should first of all be applied for the use of those persons who have already bought their farms, because if it were to be lent at once to persons buying at the present moment, it might have some effect in causing a fictitious rise in value.

43,780. It is very difficult to see how a competition price can be kept down, because if the farm was sold at anything like a competition price, 4 per cent. on that, I suppose, would increase the amount of the outgoing—it would be larger than the rent, would it not?—If a man borrowed the whole amount.

Mr. *Seebohm*—continued.

43,781. If he borrowed the whole four-fifths he would have to find cash for the rest?—He would have to find cash for the rest. Of course if he borrowed the whole amount it would be so.

43,782. Then he would really be paying a higher rent than he has been doing during these years?—That is almost outweighed by the advantage of becoming his own owner.

43,783. I only wanted just to get at the fact. What would you say to the principle; do you think that ultimately this offer could be made only to a single class, like tenant farmers?—I think so, and particularly as we have the recommendation of the Small Holdings Committee and the Small Holdings Act to establish the principle.

43,784. And would not you extend it to a labourer on a farm?—Yes, most certainly, and almost more so.

43,785. Though he was not a sitting tenant?—Yes, though not a sitting tenant.

43,786. Then would you confine it to Wales, or would you extend it to England?—I would extend it to England.

43,787. So that you would get a large public fund always increasing and invested in mortgages on land. That is what it would come to, pretty much?—Yes, it would.

43,788. Do you think there would be any way in which it could be done without a large outlay of public money?—I am afraid not. I do not see any other plan.

43,789. What it amounts to is, is it not, a Government guarantee, and the difference between the rate of interest of 4 per cent. and 2½ per cent. which it costs the Government, is really the measure of the value of the Government guarantee?—Yes.

43,790. Now, suppose through some machinery the advance was guaranteed, would it not be possible that the money should be found by the public for investment with that guarantee?—Yes, that would suit me equally well, if it were possible, but I do not see how we can have a public guarantee except through Government. I do not see it.

43,791. Would you say, for instance, that if a county council were allowed to guarantee in such case it would be unfair to the ratepayers who are not farmers?—You mean for the county council to guarantee it on the rates; yes, I think it would be fairer to do it from the Imperial funds.

43,792. But the same principle would apply to the taxpayers who were not farmers—not purchasers?—I do not myself believe that there is any risk of losing the money at all if the proportions I suggested are adopted.

43,793. Of course you are aware that the great difficulty in the future with regard to continuing what is now going on in Ireland is the enormous sum that it amounts to. Would you kindly turn your attention to that point—whether by some means the public might advance money on the Government guarantee on precisely the same conditions and coming to

Mr. *Seebohm*—continued.

exactly the same thing so far as the public was concerned, though it might not involve the enormous amount of expenditure on the part of the Government. I merely throw it out for your attention?—Thank you. I think it would be good if it were feasible.

Mr. *Seebohm.*

I think your evidence is so exceedingly good that if it could be put into a feasible form it would be well worth consideration.

Mr. *Grove.*

43,794. You give a list of abatements. Do you give notice of abatements at all to the tenants beforehand?—Invariably now. At first we did not do so, but I invariably do so now.

43,795. Then you mentioned the question of railway rates; I think your words were "ruinous to cultivation." Do you happen to know whether the railway rates are above the legal maxima that the railway company can charge?—No, I do not know that, but I know that they do very prejudicially affect the farmers of this neighbourhood.

43,796. They are considered very oppressive?—And they are considered unfair as compared with the rates which obtain on the Great Western Railway from Ireland to England. I have had cases repeatedly brought to my notice; one was that of horses; there is a great sale of cobs and ponies in this part of the world. People who come down from England take a fancy to one of these ponies, and will readily give more money than we should be prepared to give in this country. The charge for sending one of these ponies up to London amounts to something like 5*l.*, whereas a horse can be sent from Waterford across the channel and up the Great Western to the same place for a sovereign.

43,797. Then in that case it appears to be five times as much from this district?—That is my impression.

43,798. Of course that is a very serious matter for any industry. You spoke about compensation. Do we gather that you consider full compensation should be given to the tenants for their improvements?—Improvements in buildings?

43,799. You said buildings. You separated buildings rather from other things. I suppose you mean that compensation should be given for all improvements to buildings or to the land?—I do think so.

43,800. Do you put in a copy of an agreement?—I have a copy of an agreement which I shall be very pleased to hand in. (*The document was handed in.*)

43,801. We like to peruse the different agreements, because they are suggestive. Then is the Agricultural Holdings Act much used. Is it workable in its present state, do you think?—I do not think it is as much known as it ought to be. The suggestion has been made that there should be a summary in Welsh.

Mr. *Grove*—continued.

That would be a very good thing. I have often wondered that farmers have never had it printed on almanacs, and so forth, so that it might be well known.

43,802. Mr. Brigstocke was good enough to suggest the publication of a summary in Welsh?—That would be good.

43,803. Do you think that there might be amendments to it which would make it more workable. Have you thought out that at all?—I have not thought out that question. I think it is quite workable as it is.

Mr. *Seebohm.*

43,804. May I put one more question. I understand rather from your evidence that to stimulate the purchase of farms by the farmers through the loan of public money would rather tend to obviate an evil which we have seen so often in our evidence, of small landlords, commercial landlords we will call them, buying the estates over the heads of the sitting tenants?—Yes, I think it would.

Professor *Rhŷs.*

43,805. I have not heard all your evidence, but I see that you mention that the outgoing farmer frequently recommends the farmer who is to follow him?—Yes; very frequently they come together. When a man is leaving his holding he brings someone whom he suggests to his landlord.

43,806. Does that ever amount to what is called goodwill. Is that ever recognised at all in this district?—I do not think you would speak of it as goodwill in the ordinary sense of the word.

43,807. You do not know of that occurring, do you, a claim for goodwill simply?—No, I do not know it. It is never brought to my knowledge.

Sir *John Llewelyn.*

43,808. Are there many farms vacant there?—I do not know of any farm vacant anywhere.

43,809. If there were any, do you think they would command the same price; would there be many applicants or not?—There would be many applicants, and they could be let at the same rent as they are let at now.

43,810. Should you consider that the present tendency is to improvement or deterioration socially?—Improvement; for these last two years considerably so, I think.

43,811. I think the sons of some of the larger farmers go into the professions?—Yes, they do.

43,812. Is there a tendency for the smaller farmers to take larger farms or not?—Yes, there is.

43,813. And for agricultural labourers to take the smaller farms?—Yes, that is so.

Sir *John Llewelyn*—continued.

43,814. That would be a general upward tendency in the agricultural community?—Yes.

43,815. Do you think that that continues to-day?—Yes, I think it continues, in spite even of the bad times.

43,816. Do you consider that the agricultural depression in 1893 was more serious than any other that you have known in your experience?—Yes, it was accentuated by the weather, the season.

Mr. *Richard Jones.*

43,817. How are questions settled between the incoming and the outgoing tenant as to any compensation for any improvements. In this district are they made in accordance with the Agricultural Holdings Act or otherwise?—I do not think the Agricultural Holdings Act is adopted much in this neighbourhood. I do not think I should say so, no.

43,818. What course is adopted?—You mean as regards payment?

43,819. Yes, compensation for any unexhausted improvements. Is it by arbitration?—The incoming tenant always pays the outgoing tenant for the seeds and for manure, but I have known no case that has come before me as regards unexhausted improvements to be paid by the incoming tenant to the outgoing tenant.

43,820. But how is the price for the seeds and manure settled?—By valuation. One man appoints a valuer, and the other man appoints a valuer.

43,821. And they generally agree without appointing an umpire?—Yes, they generally agree. There is generally a friendly understanding on these occasions.

43,822. So that practically the Agricultural Holdings Act is inoperative?—It is practically.

43,823. Would you go so far as to say that a tenant should receive compensation for capricious eviction, in case a thing of that sort occurred?—As I have said in my evidence, I have had no experience of a capricious eviction. Such a thing appears to me at the present time to be impossible, in the state of public opinion.

43,824. We have had instances before us?—It would be impossible in this country in the present state of public opinion.

Mr. *Richard Jones.*

I am very glad to hear that public opinion is so healthy.

Mr. *Griffiths.*

43,825. Did I understand you to say just now that it would cost 5*l.* to send a horse from here to London, whereas if you sent it from Ireland it would only cost 1*l.*?—Yes. I know a case where a man bought a cob in this neighbourhood; I think he lives at Surbiton, near London, and the bill for sending it there came to 5*l.* 6*s.* 6*d.* I did not pay the bill myself, but I was so informed by the man who paid it.

Mr. *Griffiths*—continued.

43,826. Does not that difference arise from a greater number being sent together from Ireland, whereas only a single cob would be sent from here; the rate is cheaper from Ireland, because of sending a good number together?—I do not know about that. There certainly is an unfair preference; you can send from Waterford cheaper than you can from here, even if you send a truck of beasts. I believe you could send a truck of beasts cheaper from Waterford than you could from Cardigan, and pay the passage as well.

Chairman.

43,827. The following questions are handed up by Mr. Vincent: "Is it not your opinion that "the establishment of a Land Court would tend "to reduce the selling price of land?"—Yes, to a certainty.

43,828. "If so, would it be safe for the State, "which established a Land Court, to lend money "to the mortgaged freeholder?"—Not after the Land Court was established. I think you could lend, then, a much smaller per-centage than four-fifths of the purchase money.

43,829. "Have you not had cases in which "arrangements for the advance of money on "mortgage have been broken off by reason of "agitation?"—I have.

43,830. These are questions by Mr. Thomas Hughes: "Is Mr. Morgan Richardson sure that "buildings are not often built at the expense of "farmers and landlords conjointly"?—Arrangements are in certain cases made with regard to particular buildings, for instance, a shed for cattle; a man may wish a small shed to be built upon the farm, and there may be an arrangement between the landlord and tenant, the landlord finding the materials, and the tenant the labour. I believe such a thing is possible, but the general rule is that all permanent improvements, like buildings, should be carried out by the landlord.

43,831. "I think Mr. Richardson said that "landlords would take no interest in their "farms afterwards, and would neglect the "buildings; but would not the value of the "land and buildings be arrived at in their "neglected state"?—I am afraid I do not understand that question.

43,832. "Will Mr. Richardson kindly produce "a few of the Clynfiew agreements"?—I handed one in.

Mr. *Richard Jones.*

43,833. I think that question of Mr. Hughes can be explained. You state that after a Land Court was established the landlord would take perhaps no interest, or but very little interest in his property, and he would not build. You made that statement?—Yes, I did.

43,834. Then Mr. Hughes asks, "But would "not the value of the land and the buildings be "arrived at in the then neglected state"?—I

Mr. *Richard Jones*—continued.

am afraid I do not yet understand the question. If it is so clear to you, perhaps you would kindly explain it.

43,835. Suppose the farm was deficient in buildings, of course it would be of less value, would it not?—It would.

43,836. Then the question is this, would not the value of the farm be arrived at owing to the neglected state of buildings on the farm, and be taken into consideration in adjusting the rent?—But I do not see how that would affect the question of the landlord taking no interest in his holding.

43,837. But it is from the tenant's point of view he is asking the question, not from the landlord's?—I do not think a tenant would care to have the buildings on his hands. I think it would be rather an advantage for him to have them fixed upon the landlord.

Mr. *Richard Jones*—continued.

Chairman.

43,838. There are two more questions by Mr. Hughes: "Is Mr. Richardson in favour of un-" educated tenants, and do the uneducated stand " the same chance as the educated in farming"?—I should infinitely prefer an educated tenant to an uneducated one.

43,839. "Do the uneducated stand the same " chance as the educated in farming?"—A preference would naturally be given to an educated tenant.

43,840. "Is the cottage accommodation suf-" ficient to keep the sexes apart?"—I think so.

Re-examined, 72,291.

The witness withdrew.

Mr. William Phillips called and examined through an interpreter.

Chairman.

43,841. Do you choose to give your evidence in English or in Welsh?—In Welsh.

43,842. This is your evidence, and it has been translated to you, and is correct?—Yes.

[*The following statement of the witness was then read.*]

Evidence of William Phillips, Crynga newydd, in the parish of Llandygwydd, Cardiganshire.

My farm of Crynga contains 79 acres. Before that I held the farm of Ffynongrog, in the parish of Mount, where I lived from the age of 13 years with my mother till her death in 1864, and afterwards on my own account. My mother built the outhouses at the expense of 120*l.*, and was repaid by the landlord 80*l.* Besides the expenses of building, she had to do the haulage. The landlord was Captain Edwards, Sealyham, Pembrokeshire. After building, the agent applied for the advance of 10*l.*, but my mother refused. The acreage was 132 acres, and the the rent 90*l.* My mother died in August 1864, and I farmed the place on my own account. In 1874 I built a barn; it cost me besides the haulage from 100*l.* to 110*l.* I was allowed 60*l.* by two instalments out of the following rents in 1875. I applied for a lease after building the barn, but was refused unless I paid an advance of 10*l.* In 1879 the farm was sold, and was bought by Mr. Alban Davies, the present landlord. I had received notice to leave by my first landlord. I re-took the place from the present landlord at an advance of 10*l.* The roof of the dwelling-house was replaced, and cow-house for 12 cows was built, of which I did the haulage. I had notice to quit in 1882, Lady Day, to leave at Michaelmas, and I took my present farm of Crynga, 79 acres at 65*l.* I again hauled for new buildings at Crynga, including barn and cow-houses. I had 21 years' lease of Crynga when I took it, in which there is a covenant to do the haulage. I never was paid anything for any of the haulage I had done. On the sale of Ffynongrog my landlord got the profit of the work done by me in haulage and building and material supplied at my expense, while I only got the benefit of it for two years. When I did it I understood that I should continue tenant, or should have been paid in full. Since I have taken Crynga the prices of cattle have fallen to less than one-half. I employ no labour. I have children of my own. Had I no children I could not keep on the farm. Wheat has fallen in price to quite one-half, barley to one-third. Labour is very scarce in my neighbourhood. I think that farming is deteriorating. I know of no land which has got out of cultivation, but I do know of land brought into cultivation without the assistance of the landlords. I ascribe low prices partly to general depression, and, partly to foreign competition. I have had no reduction in rent. Landlords take advantage of good times to charge heavy rentals. I think they should make permanent reductions. Remedy: There should be a Land Court for appeal.

Chairman—continued.

Mr. *Grove.*

43,843. Do I understand from your evidence that the outbuildings cost 120*l.*, and that you were paid 80*l.* for them?—Yes.

43,844-5. How long after the buildings were put up did you get that money?—I built the first buildings in 1869, and I was paid in 1870. No, I am wrong—the first building was built in 1859, and I was paid in 1860.

43,846. That was built by the landlord?—Yes.

43,847. Why did you receive notice to quit that farm. Do you know why you had notice to leave it?—I received two notices.

43,848. Do you know why. Have you any idea why you received notice?—The first notice

Mr. *Grove*—continued.

was that the place had been sold. The second notice was that the landlord took possession of the place after me.

43,849. If you had no children to help in the labour of the farm I suppose it would not pay at all at the present time?—We could never live there.

Mr. *Richard Jones.*

43,850. Who is the landlord of Cryngа Newydd?—Mr. Alban Davies, who purchased Ffynongrog.

Mr. *Richard Jones*—continued.

43,851. Does he live in the neighbourhood?—Yes, at Ffynongrog.

43,852. Is he a large landowner?—No.

Mr. *Griffiths.*

43,853. In the event of a farm being sold, is the rent generally advanced?—Yes.

43,854. Were you paid for hauling on this last farm at all?—No, not all.

43,855. Did you claim compensation for it?—No, it was no use my claiming it.

The witness withdrew.

Mr. William Evans called and examined through an interpreter.

Chairman.

43,856. Where do you live?—In Cardigan, No. 1, Bingham Terrace.

43,857. Your address is given here as 10, Grange Terrace, Cardigan?—I moved towards the end of March. I now live at No. 1, Bingham Terrace.

43,858. What are you. Are you a tenant farmer?—No, I am agent to the Prudential Assurance Company now.

43,859. Have you ever been a tenant farmer?—Yes, in two farms.

43,860. Is this a correct statement of your evidence?—Yes.

[*The following statement of the witness was read.*]

The first farm I held was Tredwr, in the parish of Llangranog, Cardiganshire. My grandmother held this farm for about 50 years, and I was in her service when she died, in the year 1856. I obtained the farm after her death; the rent was raised a little at the time. I held it until the year 1869, when I was turned out of it. I was one of the oppressed (*"gorthrymedigion"*): as a result of the General Election of 1868, after holding it for 13 years, and after going to great expense in draining the marshy land which it contained, to repair the buildings, and fixing a water wheel to turn the machines, and after building an outer kitchen wholly at my own cost, with the exception of rough timber from the wood and slates for roofing it, and before the end of the twelve month after completing it I received six months' notice to leave the farm. And my landlord tried to take revenge on me through his agent, namely, his son, who was a solicitor.

43,861. Will you give us the name of the owner?—Mr. G. B. J. Jordan, of Pigeonsford.

43,862. Is that in this county?—Yes, in the parish of Llangranog.

This one did everything he could to attempt taking revenge on me. One Monday morning at the commencement of the month of April a notice comes to me to pay the rent the following morning at Rhydcolomenod by 10 o'clock, and if I was not there in time he would distrain on my horses that day for the rent, which I was accustomed to pay at the end of July, and at the time all the other tenants paid that season as usual. After seeing my auction papers out in the month of September, I received a notice threatening me, if I touched the water wheel, that he would resort to the law to punish me, although he knew that I had sold it to his new tenant about two days before this. (His object in doing this was to frighten me and to worry me as far as he could.) After I had sold the stock and the crops on the 24th of September, and after I had begun to move part of my articles of furniture, another notice came to me, warning me, unless I cleared everything off altogether on the 29th, *i.e.*, Michaelmas day, that he would double the rent for the additional time. We left altogether on the day, and I and the family were out of a farm for three years. The Conservative landlords had marked us out so that we would not have a farm from them on the same terms. I did not receive a penny compensation for any of the great expense I had incurred in improving the farm.

Chairman—continued.

I took the second and last farm, Penallteifed, in 1872. The owner was Mr. T. R. P. Wagner, Manoreifed. He made it known that the farm contained 120 acres of land, namely, the fields and some 3 acres of hillside in addition. About 12 acres of hillside were of use for the cattle to have access to the water, but I was not to touch the ferns or gorse. He cut the ferns every autumn, and he kept the gorse for rearing game. I had only the 3 acres to graze the ferns therein, if I cared to do so. He kept the other 9 acres to himself. I had taken the farm at 15*s.* per acre, and he assured me that it contained the measurements, namely, the fields without any portion of the hill, that is, the 120 acres. So the rent was 90*l.* and I was to pay him the tithe with the rent (and the tithe he valued at 14*l.* that year), and thus the rent, including the tithe, was 104*l.* I had to pay the tithe to him with the rent, according to the tithe valuation, and not according to the Tithe Act; that is, I was to pay 14*l.* to him every year, whatever was the exact value of the tithe for that year. I went to ask him many times how my tithe was so high, but the answer I received each time from him was that he believed that there was

Chairman—continued.

something wrong in the tithe of the parish somewhere, but he did not know where. My first landlord died at the end of six years, and two months after my coming to the farm. When the heir came into the property he let his mansion and the land which belonged to it to a lady. He also denied that he knew how the tithe was so high, and I paid this one for another 10 years. I entreated him fervently many times for a reduction in the rent, that it was too high for me to pay, and that the market prices had come down enormously, cattle under half the price from the year 1882 and onward, and that I had taken the farm at the time when the market was highest. After beseeching fervently many times so, the last answer I received was, 'Do not trouble me any more; I 'will not reduce the rent a penny for you, nor 'for anyone else. I will keep it as pasture for 'birds before I reduce it a penny.' After struggling hard in this manner over the year 1887, he won over me in the following March. I was obliged to sign the whole to trustees through his attacking me, and everything was sold, except our beds; and so we were turned out after losing everything we had, and worse than this.

43,863. What year was this?—1888?

You will see that we had to pay 15*l.* a year owing to our having been deceived in the measurements. And we had to pay tithe for 10 acres of meadows which the first landlord kept to himself; but when the second landlord came to possess it, he rented it to a lady without the tithe, namely, the above-mentioned meadows, and so, between these two pieces of injustice, I had to pay about 17*l.* a year for the 16 years I held the farm. This is a gross injustice. These are examples of the way tenants are treated and are turned out of their holdings in Wales. If there is anything of value in the above you have perfect liberty to use it. I ought also to add, that when I left the farm, in Michaelmas 1888, he rented it to the new tenant for about 26*l.* a year cheaper, after refusing to do so to me during those years, and it is likely that he will have to reduce it more this year again, as the tenant again sees the farm is too high, and is leaving.

Mr. *Griffiths.*

43,864. You say you had a letter from the agent. Have you a copy of that letter?—I have not got it here now.

43,865. Have you a copy of the agreement which you have mentioned referring to the farm?—I had no agreement with regard to the first farm.

43,866. How do you know the measurement of the farm?—That was the last farm.

43,867. Yes, I know?—It was 112 acres, including the bill.

43,868. What reason did they give for turning you off?—I think I have stated in my evidence that they won it over me; they got over me.

Mr. *Griffiths*—continued.

43,869. Did you refuse to vote for your landlord?—Yes, the first.

43,870. Did he come and ask you to vote?—Yes.

43,871. What did you say?—I said that conscientiously I could not do so; that I considered it would be wrong.

43,872. What did he say?—Everything between us was at an end now.

Mr. *Richard Jones*

43,873. Can you say that you were an industrious and a thrifty man as a tenant farmer?—I cannot say that I put money by, but I venture to say that I was an industrious man, and my family too, as they know in the neighbourhood.

43,874. Then your allegation is this, that you became poor in consequence of the dishonesty of your landlord?—Yes, and that the farm was in a bad condition, and the rent too high.

Mr. *Seebohm.*

43,875. What do you mean by the dishonesty of your landlord?—Because he said that the farm measured more than it really did.

43,876. It is not always known exactly what a farm does measure, is it?—He knew the measurement of the farm as far as the tenant who preceded me went.

43,877. This occurred before the Ballot Act of 1870, did it not?—No, this was 1872, after that.

43,878. But you said you were one of the oppressed at the election in 1868?—Oh, that was the first.

43,879. You said you were one of the oppressed in 1868?—Yes.

43,880. That was under the first landlord?—Under the first landlord.

43,881. But what do you mean by saying you were one of the oppressed?—"Gorthrymedigion," that was the word that was used in the newspapers for those who were turned out of their holdings for voting.

Mr. *Richard Jones.*

He was one of the victims; "oppressed" is an indifferent translation.

Mr. *Seebohm.*

43,882. Every one regrets that these occurrences happened, but since the Ballot Act has there been any considerable number of cases of the same kind?—I cannot say.

43,883. Are the tenants under any fear as regards that now, under the Ballot Act?—No, I think many of them are sure that it is being kept secret.

Mr. *Grove.*

43,884. So that, if a tenant says nothing, and keeps his mouth closed, he can get the full advantage of the Ballot Act, can he?—Yes.

43,885. It has been put in evidence time after time that religion and politics make no difference?—I cannot say that always.

43,886. If it is true, that applies to the past and not to the present, in your opinion?—I it applies to the present time as well.

43,887. I suppose you are clearly of opinion by your own experience, that it applies to the past?—Yes.

43,888. And you think it applies to the present also?—I know some. There are some exceptions which I could mention.

43,889. There are a few further questions about the letter you had from your agent to say that you must pay your rent the next morning. What date was that letter, because the other tenants had to pay in July?—That was the 9th of April, and I paid it on the 10th.

43,890. So that, for some reason or other, they made you pay up your rent in April when the rest of the tenants were allowed till July to pay theirs?—Yes, and the reason was perfectly apparent to my mind, and to everyone else.

Professor *Rhŷs.*

43,891. What do you mean by saying that the landlord won over you, and that you were put under trustees. What was done?—I was unable to pay any liabilities.

43,892. What was done. Did they distrain on you?—I made an assignment to the trustees.

43,893. You consider that you paid too much rent and too much tithes. Did you find out how much tithes ought to have been paid at all?—I know that I paid for the meadows more than I ought to.

43,893A. No, the translation is wrong. I think you said you paid for things that were left to another man?—Yes, that is so, land which the first landlord kept to himself.

43,894. And his son or successor let to another person?—Yes.

43,895. How do you know that the tithes for those meadows were included in the 14*l.*?—Because I understood that my landlord paid no tithes in the parish of Llangoedmore.

43,896. And the meadows were in the other parish?—No, in the same parish. My farm and the meadows were in the parish of Llangoedmore, whilst my landlord's mansion was in the parish of Llandygwydd.

43,897. How long did you pay what you consider an excess of rent?—Sixteen years, being the length of time I was in my last farm.

Professor *Rhŷs*—continued.

43,898. Did you consult any lawyer about this question?—No, I did not. It was only a month before I left that I understood there was anything wrong about the tithe.

43,899. But did you have any talk with any lawyer or solicitor about it?—Yes, I mentioned it to a solicitor when I was settling the arrears. *See* 44,176*b*, 44,185.

43,900. What did he say?—After I had told him of the wrong which had been done to me during those years, he said he thought that I should have some compensation.

43,901. What was it he said?—After I had explained the wrongs which I had suffered, he said that my case was an extraordinary one—that was his own word, and he thought that I ought to have compensation, and he believed also that I would have compensation.

43,902. That, of course, was from your own account of the case?—Yes.

43,903. Was he a solicitor of any standing; a man of any weight?—Yes, he was my landlord's solicitor.

43,904. What was his name—you need not answer if you do not wish?—Mr. Picton Evans.

Sir *John Llewelyn.*

43,905. When Mr. Evans left Penallteifed, had you any claim against Mr. Wagner?—Dr. Mitchell was the last. I gave him, after leaving the place, an account of the cost which I had incurred in building a new house in the year 1884, and the money which I had paid out for labour.

43,906. Did you make that claim under the Agricultural Holdings Act?—No, I gave as accurate an account as I could of the cost which I incurred.

43,907. But I do not quite understand to whom you made this claim?—To my landlord's solicitor.

43,908. Who was he?—I mentioned his name just now.

43,909. Was the landlord alive or not?—Yes, only that he was down at Tenby.

43,910. What was his name?—Dr. Mitchell.

43,911. I do not find his name on this statement of yours?—No, it is not there.

43,912. What had he to do with Mr. Wagner?—He was Mr. Wagner's heir. He was a nephew of Mr. Wagner.

43,913. Are there any Nonconformist landowners in the county?—Yes, there are a few.

43,914. I hope religion and politics make no difference whatever?—It does make a difference with some, but not with the two under whom I was.

Mr. *Griffiths.*

43,915. Is it not the fact that tenants are often pressed to give an answer whether they will vote or not for the candidate that the landlord favours?—After the Ballot Act, do you mean?

43,916. Yes, now, in these days?—Oh, they try.

43,917. Do they generally succeed?—I cannot say.

43,918. You cannot say what answer is given, then?—No, I cannot say.

43,919. Do you think it would be a good thing to do away with canvassing?—I think it would be a very good thing.

Chairman.

43,920. These questions are handed in by Mr. Vincent: "Do not you think that your "liability to tithe was taken into consideration "in fixing your rent"?—Yes, but not on the land which I did not hold.

Chairman—continued.

43,921. "Are we to understand that you took "the farm without knowing what tithe you "had to pay?"—Oh, no. I knew only that it was said it would be the tithe on the farm, and I did not consider that the tithe on the meadows would be included.

Mr. *Griffiths.*

43,922. Do you not mean the meadows that were not in your occupation?—Yes.

Chairman.

43,923. This is a question by Mr. H. L. Stephen: "Is the landlord who evicted you in 1869 still alive"?—No, neither he nor his son is alive.

43,924. This is a question by Mr. Vincent: "Do not both sides do their best to get votes at an election"?—I cannot say. Nobody has been bothering me about it.

The witness withdrew.

Mr. Thomas Jenkins called and examined through an interpreter.

Chairman.

43,925. Are you a tenant farmer?—Yes.

43,926. Where do you live?—Ffrwd Wenith ganol, Aberporth.

43,927. How far is that from Cardigan?—About 5½ miles.

43,928. Does this statement contain your evidence, and is it correct?—Yes.

43,929. You vouch for its being accurate?—Yes.

43,930. Do you wish it read?—Yes.

[*The statement of the witness was then read as follows.*]

Evidence of Thomas Jenkins, tenant farmer, of Ffrwd Wenith ganol, Aberporth, Cardiganshire.

Language, &c.—In my case language, creed, or politics have not made any difference, although my landlady is a Churchwoman and I am a Nonconformist. My landlady cannot speak Welsh, but I can speak a little English, and there has never been any misunderstanding between us.

43,931. Will you give us the name of the landlady?—Mrs. Brigstocke, Blaenpant.

Tenancy.—I prefer a tenancy from year to year to a lease, because the buildings are not good enough to take a lease, but the buildings are now being put right. When the buildings are completed I should prefer a lease, as my landlord may change.

Security.—I think tenancy is reasonably secure.

Agreement.—I am familiar with the terms on which I hold, and I have copy of agreement.

Chairman—continued.

Penalising clauses are not enforced against a good tenant in our locality.

Land Court.—I should prefer being without a Land Court, as I feel it would do more harm than good, and interfere with the good understanding now existing between landlords and tenants.

Buildings, &c.—The buildings are done by the landlord, the tenant doing the haulage free. In draining, the landlord sometimes pays half and the tenant the other half. A new dwelling-house has been erected on my farm, but my rent has remained the same as it was before.

Change of Tenants.—A tenant when he leaves a place is generally allowed for any improvements, a sum fixed by arbitration. The incoming tenant has to take the unused manure at a valuation, and also pay for the seeds sown the previous year.

Giving Evidence.—There may be ground for saying in some cases that farmers are afraid to come forward, but I am not afraid to do so."

Sir *John Llewelyn.*

43,932. Why are tenants afraid of coming forward?—Here, to-day, do you mean?

43,933. Why are they afraid of coming here to give evidence?—I did not say that anyone was afraid, so far as I know.

43,934. You say, "There may be ground for "saying in some cases that tenants are afraid "to come forward." Then do you not know of any yourself?—No, I do not.

Professor *Rhŷs.*

43,935. Mrs. Brigstocke is the landlady about whose estate we heard something this morning from Mr. Brigstocke?—Yes.

43,936. And the tenants and the landlady are on friendly terms?—It is impossible that they could be on better terms.

Mr. *Grove.*

43,937. Why would a Land Court interfere with the good understanding now existing between landlord and tenant?—There is good feeling now between us and our landlady.

43,938. But suppose we had a Land Court, and the landlord and tenant put their heads together to agree upon the rent at which a farm was to be fixed, what harm would a Land Court do?—I prefer meeting my landlady face to face myself.

43,939. I do not think you understood my question. The point is this: if we are to have a Land Court there is no need to go to a Land Court so long as the landlord and tenant can agree between themselves?—That is all right.

43,940. Then if you do that, why do you object to a Land Court?—Because we live nicely now under good landlords.

43,941. So you would then, no doubt. You have a very good landlady, have you not?—Yes, beautiful.

43,942. Are all the landlords in the county as good as your landlady?—There is no better landlord, so far as I know.

43,943. That is exactly the point, but I asked a different question: are there any that are worse?—I cannot say about that.

Mr. *Richard Jones.*

43,944. Do you think that a tenant should be secured in his holding in order to cultivate the soil to the best advantage?—We have an agreement between us and our landlady now.

43,945. I want an answer to that question, please?—Many tenants have agreements now, we have.

43,946. I am asking a general question, and I want a reply to it: do you think that a tenant should be secured in his holding in order to cultivate the soil to the best advantage?—Yes, to some extent.

Mr. *Richard Jones*—continued.

43,947. Why are you so anxious to have a lease?—As I state here, if the buildings were put in repair I should like a lease.

43,948. Is there in your mind a feeling of insecurity of tenure?—No.

43,949. Then why are you so anxious to have a lease?—I am anxious to have a lease because one landlord dies and another comes in, and there is a change.

43,950. Then really you are in favour of security of tenure?—No; I am only in favour of that which is right.

Mr. *Griffiths.*

43,951. Are you afraid that if you change your landlord you would have a worse one?—No, I am not afraid of anything. I think if I live that the succeeding landlord would be as good.

43,952. Supposing, on the other hand, that that landlord dies too, and the estate should be sold, would you be afraid then?—If I knew that I would have a lease.

43,953. Why would you want a lease then?—I do not want to change from the place after working on it.

43,954. What occasion have you to go from the place? Are you afraid that the rent will be advanced too high?—If sold, perhaps.

43,955. The rent would be too high?—Yes.

43,956. Would it not be a good thing for you to have somewhere else to go to appeal to, so as to have that farm at a fair rent?—I would try and settle the matter with my landlord then face to face.

43,957. But we have seen some landlords are unreasonably high in their rents?—If they buy the place at a high price.

43,958. Let it be so?—They are unable to rent it cheaper then, because they want interest on their money.

43,959. Then would you leave your farm because it was too high rented?—Yes, if I could get a place anywhere else.

43,960. But would it not be a good thing for you to have someone else to go in and see that your farm was fairly rented?—I cannot say about that.

The witness withdrew.

Mr. William Picton Evans called and examined.

Chairman.

43,961. You are a solicitor at Cardigan, agent for several landowners in the counties of Cardigan and Pembroke, vice-chairman of guardians of the Cardigan Union, and a member of the Assessment Committee of the same union?—Yes.

43,962. I believe you wish to speak to North Pembroke and South Cardigan? The total acreage of estates under your management is between 3,000 and 4,000 acres?—Yes.

Chairman—continued.

43,963. I understand it will save your time, and will be to your convenience, to take it that you confirm Mr. C. E. Morgan Richardson's statement in the main?—That is so.

43,964. Then I do not think it will be necessary for me to take you *seriatim* through the same statements that Mr. Richardson has been kind enough to give us?—No, my lord.

Chairman—continued.

43,965. But would you state the expenditure in improvements, and would you tell us if there is anything that has escaped the attention of Mr. Richardson, because I do not think it will be necessary to go through the whole of the evidence again?—No, my lord.

43,966. I will ask you first to state the expenditure on the improvements upon these 4,000 acres, and will you put in any agreements?—You have an agreement put in, which

Chairman—continued.

is the form that is adopted on all the estates with which I am concerned.

43,967. That has been handed in?—That has been handed in. There is a schedule which I have put in representing three of the estates over which I have the management, and perhaps it would be as well if you had that schedule before you, my lord.

43,968. Yes, I think it would. Could you speak generally to the schedule?—The following is the schedule:—

Blaenpistill Estate.

Parishes of Llangoedmore and Tremain, County of Cardigan.

Tenements.	Present Rent.	Acreage.	Rate per Acre.	Expenditure in New Buildings and Repairs since 1885.	Remarks.
	£		*s. d.*	£ *s. d.*	
Blaenpistill	145	181	16 0	15 15 4	15*l.* per year permanent reduction from Michaelmas 1886.
Nantllaa	105	156	13 5	94 15 6	15*l.* per year permanent reduction from Michaelmas 1886.
Ffynon	100	140	14 3	134 9 5	
Trefwtialfawr	105	110	19 1	374 3 1	
Troedyrhiw	80	112	14 3	727 3 6	This farm was purchased in 1882. Present tenant since Michaelmas 1887 allowed 10*l.* yearly for lime during first three years. Old tenant was paid 60*l.* for haulage of materials for new buildings.
	535	699	15 3	9) 1,346 6 10	*General Remarks.*
			Average	149 11 10 nearly 28*l.* per cent. on gross rents.	Abatements of 7½ per cent. were made on all the rents for the year 1885, 10 per cent. for 1886, 10 per cent. for year ending Lady Day 1888, 10 per cent. on year ending Lady Day 1893, and also on rents due Michaelmas 1893, in addition to the above permanent reductions and allowances.

Pantirion and Tredefaid Estates.

Parishes of Llantood and Saint Dogmells in the County of Pembroke.

Tenements.	Present Rent.	Acreage.	Rate per Acre.	Expenditure in New Buildings, Repairs, and Drainage Charges.	Remarks.
	£ *s.*		*s. d.*	£ *s. d.*	
Tredefaid and Gamallt	265 0	300	17 0	433 0 0	35*l.* per year permanent reduction made from Michaelmas 1890.
Cefen and part of Broyan.	28 10	25	22 9	23 17 0	Rectorial tithe rentcharge paid by landlord.
Pantirion	300 0	319	18 1	16 1 0	Tithe rentcharge paid by landlord.
Ffynongoeg	28 0	20	28 0	2 13 6	
Clawddcam	120 0	192	12 6	36 7 6	
Tirionissa	40 0	40	20 0	—	
Tironucha	35 0	40	17 6	7 12 1	
	806 10	936	17 2	9) 509 11 1	*General Remarks.*
			Average	56 12 4 or over 7 per cent. on gross rents.	10 per cent. allowances made in 1885-6-7, and Lady Day 1888, and from Michaelmas 1892, in addition to above permanent reduction.

PANTSAESON ESTATE.

PARISHES of BAYVIL MONINGTON and SAINT DOGMELLS in the COUNTY of PEMBROKE.

Tenements.	Present Rent.	Acreage.	Rate per Acre.	Expended in Repairs and New Buildings.	Remarks.
	£		*s.* *d.*	£ *s.* *d.*	
Pantsaeson lands and farm buildings.	75	47	31 10	8 12 11	
Waunwhiod - -	26	83½	6 2	3 2 0	
Maensaeson - -	68	153½	8 10	10 8 7	
Part of Glandwrissa -	33	37	17 10	1 6 6	3*l.* per year permanent reduction granted from Michaelmas 1891.
„ Pantsaeson -	34	33	20 7	—	
Trewidwal - -	—	72½	—	1 1 1	
Kilgarthen - -	100	19	14 9	—	
Part of Pantsaeson -		14½			
„ Glandwrissa -		29			
Glandwrucha - -	80	163½	9 9	28 10 2	
Foxhill - - -	46	109½	8 4	119 5 1	Landlord pays tithe rentcharge.
Brincws and Rhydtalog.	90	134	13 8	67 8 9	„ „ „
Trefaesganol and Trefaesucha.	140	240	10 2	178 0 11	
Pantgwyn - -	75	152	9 10	52 14 9	
Dyffryn - -	28	40½	13 9	7 15 9	
	795	1,329	11 11	8)478 6 6	*General Remarks.*
			Average -	59 15 9 or 7½ per cent. on gross rents.	10 per cent. allowances made in 1887 and Lady Day 1888, and also from and including Michaelmas 1892, in addition to above permanent reduction.

Chairman—continued.

I speak, first of all, as regards the Pantsaeson estate, which is situated in North Pembrokeshire.

43,969. To whom does that belong?—To Mr. James, who is at present an infant. It is now under the management of trustees. The extent of that estate is 1,329 acres, with a gross rental of 795*l.*, which shows an average per acre of 11*s.* 11*d.* I have been agent for that estate for eight years, and during the time that I have been agent for the estate we have expended 478*l.* 6*s.* 6*d.* for repairs and re-buildings, which represents an average annual expenditure for the eight years that I have been concerned in the estate of 59*l.* 15*s.* 9*d.*, or 7½ per cent. on the gross rental. There has been a small permanent reduction on one of the holdings to the extent of 3*l.* from Michaelmas 1891. The tithes are paid by the tenants, except in two instances, where the tithes are included in the rent.

43,970. How many tenants are there on this estate?—There are 12 holdings. Abatements have been allowed of 10 per cent. in 1887, and Lady Day 1888, and also from Michaelmas 1892. I may say that owing to the minority of the owner the estate was under the control of the Court of Chancery, and consequently the trustees had some difficulty in seeing their way to making the allowances. The times got so bad that they ran the risk of the court, and made the abatements on their own responsibility. Then the next estate which I deal with is the Pantirion and Tredefaid estate, which is also situate in the county of Pembroke.

43,971. Whose estate is that?—That belongs to the Rev. Bowen Jenkins. That estate represents a rental of 806*l.* and an acreage of 936 acres, which amounts to 17*s.* per acre. We have expended during the last nine years 509*l.* 11*s.* 1*d.* in repairs and buildings on this estate, which represents about 7 per cent. upon the gross rent. The next estate which I wish to bring before the Commission is the Blaenpistill estate, which is situate in the county of Cardigan.

Chairman—continued.

43,972. Whose is that?—That belongs to Dr. Propert, of London. That represents a gross rental of 535*l.*, with an acreage of 699, and it averages about 15*s.* per acre. During the nine years that I have acted as agent for that estate we have expended 1,346*l.* 6*s.* 10*d.* on new buildings and repairs, representing 149*l.* 11*s.* 10*d.* a year, or about 28 per cent. on the gross rental. There is one thing I should like to refer to also with regard to the Pantirion and Tredefaid estate with regard to the permanent reductions.

43,973. Permanent reductions, how much?—We made a permanent reduction in 1890 of 35*l.* I should wish to explain the circumstances of that. The tenant complained of the rent being rather high, and it was arranged between him and myself that we should ask Mr. Rule Owen, of Haverfordwest, who is known to us both, to go over the farm, and to say what the rent should be. It was upon his report that that 35*l.* was reduced. The abatements on that same estate were 10 per cent. allowed on 1885, 1886, and 1887, and Lady Day 1888, and also from Michaelmas 1892.

43,974. No permanent reductions?—No, excepting the one that I have spoken of. Then, on the Blaenpistill estate (Dr. Propert's) there was 15*l.* permanent reduction of one holding, which was made in 1886, and another 15*l.* at the same time out of another holding. Upon

Chairman—continued.

one of the holdings, a farm called Troedyrhiw, which belongs to that same estate, the rent was 80*l.* I have spent in repairs and new buildings on that farm 727*l.* 3*s.* 6*d.*, which represents more than the rent I have got. When the new tenant came into Troedyrhiw, that is, in 1887, he was allowed 10*l.* for three years for lime; the farm had run out a little. The abatements on this estate have been 7½ per cent. on all the rents for for year 1885, 10 per cent. for 1886, 10 per cent. the Lady Day 1888, 10 per cent. on the year ending Lady Day 1893, and also on the rents due at Michaelmas 1893 10 per cent. The permanent improvements are always done by the landlord, the tenant doing the haulage.

I am also a clerk to the magistrates for three petty sessional divisions in this district, and I hand in now a return of the number of convictions under the Game Act from the year 1880 down to the year 1893. The three divisions are Lower Troedyraur, which is in this county, Cilgerran, which is in the county of Pembroke, and Cemmaes, which is also in the county of Pembroke. The Cemmaes Division extends down as far as Fishguard, so that it takes in nearly the whole of the north of Pembrokeshire. In the Troedyraur division the total number for those years are 11; in the Cilgerrran, 27; and in Cemmaes, 13; and the following is the table of convictions for game poaching:—

Year.	Lower Troedyraur.	Cilgerran.	Cemmaes.
1880	Nil	1	Nil.
1881	2	2	2
1882	Nil	2	4
1883	2	Nil	1
1884	Nil	Nil	Nil.
1885	Nil	1	Nil.
1886	1	1	2
1887	Nil	3	2
1888	1	1	Nil.
1889	Nil	3	Nil.
1890	Nil	2	Nil.
1891	4	6	Nil.
1892	1	1	Nil.
1893	Nil	4	2
Total	11	27	13

Mr. *Seebohm.*

43,975. You have given us the number of game cases. Would you tell us the total of other cases, so as to compare the game with other cases?—I have no return of other cases.

Mr. *Richard Jones.*

43,976. It would be necessary to have it in order to make the return for the game cases of value?—That represents a very small per-centage of the other cases that come before the petty sessions—they are very small.

Mr. *Seebohm.*

43,977. If the figures are so small it is hardly necessary to trouble about the proportion to other cases, so long as it is understood they are so very few?—Practically there is no game preserving in the district at all. In fact, there is very little game.

Mr. *Richard Jones.*

43,978. Could you supply the Commisssion with a full return?—You mean of all cases?

43,979. Yes, all of cases?—Certainly.

Chairman.

43,980. Is there anything else that you wish to suggest?—No, that is all.

Sir *John Llewelyn.*

43,981. Confirming Mr. Morgan Richardson, could you tell us something about the mortgages in this country. Have you had many cases of mortgages passing through your hands?—Yes, a good many cases.

43,982. What is your opinion as to the effect of that?—My opinion is that a man who buys a farm, and has to borrow the money at 4 per cent., is worse off than a man who occupies his farm as a yearly tenant.

43,983. Do you think that there could be any harm in Government advancing money at a low rate of interest to help those people who have already mortgaged their farms?—I think it would be a very good thing.

43,984. Have there been many cases to your knowledge where the negotiations for mortgages have fallen through recently?—I have found it much more difficult to get money now than it used to be on account of the land agitation.

43,985. Have you been able to lend money as low as 3 per cent.?—Yes, upon large amounts; 3½ on large properties, not 3 per cent.

43,986. But not recently?—No, not recently.

43,987. What is the market price now?—4 per cent.

43,988. Are there any vacant farms now about this country?—No, I do not know of any.

Professor *Rhŷs.*

43,989. You are a member of the Assessment Committee for the Cardigan Union?—Yes.

43,990. There has been some question raised here and at previous sittings of this Commission about abatements in the rent, and as to whether the tenant can get an abatement in his rates on the basis of an abatement in the rent?—No, that is not the rule at our Assessment Committee.

43,991. Does that vary with each union?—I do not know. I do not see how it could be done very well when an abatement is made, because it is only a temporary abatement.

43,992. I know that in certain parts of England, if an abatement is given for three years the tenant says he can get a reduction in his rates?—That is a matter of arrangement. I do not know whether the Assessment Committee would be legally allowed to do a thing of that sort. I question it.

43,993. But in any case it does not occur here?—No, it does not.

43,994. It would have to be a permanent reduction?—Yes, certainly.

Mr. *Grove.*

43,995. Is not that very hard upon a farmer?—I think it is hard. I should be inclined to give them credit for the abatement in the rents the same as they have done it in the case of the income tax.

43,996. If they were to take the receipt, which would be, so to speak, a certificate of the rent, would it not be fair for them to have an abatement upon the rateable value?—It would upset the rateable value of the whole union if you did that.

43,997. What is that to the farmer. I assure you in Monmouthshire it is done, and in some of our unions in Monmouthshire if a receipt for rent is taken to the Assessment Committee they allow the next year on the one year's abatement?—I quite admit the justice of it, but I do not quite see how they can legally do it.

Mr. *Seebohm.*

43,998. The average figures for rents in the cases of these three properties are 11*s.*, 17*s.*, and 15*s.* Is there a difference in the character of the land that causes the difference in the amount of rent?—Yes.

43,999. What is the kind of land here which makes rents so much lower than the rents we have had in Carmarthenshire?—On the Pantsaeson estate there is a good deal of high land, shallow land.

44,000. Just one word on the question of why you think a Land Court would disturb the relations between landlord and tenant. We had before us a tenant just now who said he was afraid of a Land Court. Are they afraid of their rents being raised by a Land Court?—No, I do not think so, but I think it would take out of the landlord the interest that he has now got in his property by having a Land Court. Practically it would be taking the management of his land out of his own hands.

44,001. But there are cases of estates where rents are upon a higher level than they are upon the good estates I have mentioned?—Those are the small properties.

44,002. If the two parties went to the court, and the decision of the Land Court as to what their rents should be should fix a sort of standard of judicial rent, and the standard of judicial rent should be higher than what it is now in practice on the good estates, it perhaps would tend to raise the rents on the good estates?—Very likely it would.

44,003. May not that be a good ground of fear on the part of the tenants of a Land Court?—I do not know that; I do not think so. I think the tenant, when he gets hold of a good landlord, likes to stick to him, and does not like to have anyone interfering between him and his landlord.

44,004 What would your opinion be as to the suggestion that was made by Mr. Brigstocke? Did you hear it?—Yes, with regard to arbitration.

44,005. Yes, the two arbitrators?—I rather agree with that; I think it would be a very good thing.

Mr. *Seebohm*—continued.

44,006. If that were carried out, it would have this essential advantage, would it not, over a Land Court that the quarrel, or whatever it was, would be settled in private and not in public?—Yes, and another thing is this, that the tenant then would have a voice in the selection of an arbitrator and the landlord also, while he would not have it in the Land Court.

44,007. But the suggestion was, I think, that the county council should appoint one arbitrator and the County Court Judge the second, and the County Court Judge himself should be the umpire?—I did not understand that. I should not advocate the county council electing one.

44,008. Anyhow, it would be a great advantage if in the case of difficulties with what may be called bad landlords that could be got over in private rather than in public. You, I understand, would think it was a great advantage?—Yes, certainly.

Mr. *Richard Jones.*

44,009. Is there any other body you would suggest if the county council cannot be trusted?—I should be inclined to leave it to the landlord and tenant to fix each on an arbitrator.

44,010. But I understand you raised an objection against trusting the appointment of one of the arbitrators to the county council, and I was thinking you might suggest some other body?—I should rather object to an elective body like that as arbitrator. I do not know of any other except the Board of Agriculture. I still think it would be much better to leave it to the appointment of the tenant and the landlord, and let the County Court Judge then be the umpire.

44,011. You say that if the tenant complains that his rent is too high, valuation is usually resorted to with the approval of the tenant?—Yes, that is my experience. I am only speaking of what I have done myself.

44,012. Have you had many applications for reduction of rent?—No, I have not.

44,013. Do you think it is possible that the tenant farmers are too timid to ask for a reduction?—Not in the least. I think I am on good terms with them.

44,014. Do you think they would be afraid to incur your displeasure by asking for it?—Not the slightest.

44,015. Is this copy of agreement now in use?—Yes, it is in use.

44,016. Are all the clauses enforced?—Oh, no. With a good tenant the agreement is never looked at at all.

44,017. I suppose it is provided against a bad tenant?—It is a provision against bad tenants, but I am thankful to say all my tenants are good.

44,018. You would rather object to a Land Court to provide against a bad landlord?—I object to a Land Court anyhow, whether it is to protect them against bad landlords or against anything else.

44,019. Is this clause enforced, that "The "tenant, his executors and administrators,

Mr. *Richard Jones*—continued.

" shall and will carry and spread four cart loads " of well-burnt lime " ?—That is not enforced, I believe, but it is practically always done. The tenant never objects to that condition, but approves of it. It is never enforced.

44,020. But is not the use of lime pretty well abandoned now ?—But you will see there is another thing besides, " or any equal quantity of good manure."

44,021. What do you mean by that, " or any " equal quantity of good manure to every acre " of the said land." Do you mean the same amount of money to be expended in other kinds of manure ?—Quite so.

44,022. That would be, perhaps, too liberal a treatment, I think, in some cases ?—As I said before, these agreements are in print, and we never enforce them. Practically, the tenant does the farming in the way he thinks best to his advantage, of course, having in view the farm he is farming.

44,023. Really, lime is too expensive for manure ?—So it is.

44,024. Curiosity prompts me to ask what is this winchester bushel; is it an old English measure ?—I believe it is the measure that is known in this part. It is called a bushel.

44,025. But it is called a winchester bushel in the agreement ?—It is the ordinary bushel, I believe.

44,026. How many Imperial gallons is it, do you know ?—I am not a Welshman, but I am told it is called " wynchin " in Welsh, and that means a bushel.

44,027. That will be four pecks ?—Yes.

Mr. *Griffiths.*

44,028. Will you kindly explain this: Under the head of " Management " you say that it is easier on large estates that are consolidated. Is it easier for the agent to receive the money from one person rather than from two or three ?—No, I do not think so.

44,029. What do you refer to then ?—I think the thing works better together by getting the farms together; it is better than if they are separated. I mean to say, if there is one farm at one end of the county and one at the other.

44,030. You do not mean to put two or three farms together instead of leaving them separate ?—No, I did not mean in that sense at all.

44,031. Then you say that the agents have practical knowledge of farming. I suppose you are a tenant farmer yourself ?—No, I am not a farmer, although I grow my own hay.

44,032. Do you call in a surveyor whenever there is any valuation going on ?—Yes, always.

44,033. Do you always give an allowance to the tenant in leaving if he has done some haulage ?—Oh, yes, always. If the tenant leaves just after the completion of the buildings I invariably give him an allowance.

Chairman.

44,034. There are some questions which are handed in by Mr. Vincent: " Did you hear Mr. " Evans tell the Commission what you had said " to him " ?—Yes.

Chairman—continued.

44,035. Was that about claiming the water wheel, or what was it ?—It was a claim for a water wheel and other things that he said he had put on that farm, and which he consulted me on, and he said that I advised him that he had a claim. Now, I beg distinctly to say that I advised him nothing of the sort. I happened to be a solicitor for the trustees, and I certainly did not advise him that he had any claim at all. *See* 44,176B–44,185.

Professor *Rhŷs.*

44,036. That is not exactly what he said in answer to my question. I asked him if he had a talk with the solicitor about it, and he said that he had, and that the solicitor had said that his case was an extraordinary one. I think that was the word he used ?—Very likely; I might have said it was extraordinary.

Mr. *Vincent.* I withdraw the rest of the questions referring to that case until we hear from the shorthand writer what the evidence was with respect to this.

Chairman.

44,037. Yes, I have sent for the shorthand writer. The following are Mr. Vincent's questions: " Did you not understand Mr. Brigstocke " to suggest this tribunal only for the purpose of " settling compensation ? "—Yes, quite so.

44,038. " Was it not only upon the assumption " of the necessity of a Land Court that Mr. " Brigstocke said that this tribunal might act as " as such ? "—Yes, I think that was so.

44,039. " Was not Mr. Brigstocke's court to " consist of one arbitrator appointed by the " County Court Judge and one by the county " council, subject to the approval of the Board of " Agriculture, with a County Court Judge as the " umpire." Did you understand that to be so ?—I understood that one of the arbitrators was to be appointed by the County Court Judge, certainly.

44,040. And the other by the county council ?—The other by the county council.

44,041. Subject to the approval of the Board of Agriculture ?—Yes.

44,042. And then if they could not agree, the County Court Judge was to be called in as umpire ?—Yes.

44,043. You understood that ?—Yes, but I do not agree with that.

44,044. You do not agree with it, but you understood that to be the proposal ?—Yes.

Mr. *Seebohm.*

44,045. Will you kindly say why you object to the county council; is it to keep it out of a political sphere ?—Yes.

44,046. If anything like that was carried out, what would you suggest instead ? Have you any idea on the subject ?—If any public body is to select an arbitrator, I should prefer going to the Board of Agriculture. At the same time, I say it is much better to leave it to the landlord and tenant.

Chairman.

44,047. Mr. Picton Evans, would you mind remaining in the room for a short time until the shorthand writer who took the evidence

Chairman—continued.

referred to is present, and then we will proceed with the remaining questions which are handed in by Mr. Vincent.

The witness withdrew.

Chairman.

I wish to draw attention to a statement which has appeared in one of the most influential papers in this part of the world, "The Western Mail," Monday, April 23rd. It says: "The "inquiry of the Commission is at length drawing "to a close, and when they commence sitting in "London there will be little if any chance of "challenging any evidence which may be taken. "Landowners cannot afford to risk the odium of "practically withdrawing evidence from criti-"cism." That might bear—I do not say that it does—but it might bear interpretation to the effect that landlord's evidence is going to be taken in London. No landlord's evidence will be taken in London, and all evidence of such a

Chairman—continued.

nature must be given locally. In Glamorganshire the landlords were not ready with their evidence, and so we went back on purpose of giving them an opportunity of bringing it forward, but at the same time we said that time would not admit of that in other counties. Of course, we must have all the evidence brought before us at one and the same time in the public interest. London evidence is confined to special information upon subjects such as the working of the Scotch Crofters Act, Government departmental evidence, and other evidence of that description. The Commissioners wish that that should be distinctly understood.

Mr. Evan Williams called and examined.

Chairman.

44,048. Where do you live?—Ffynonfair, in the parish of Blaenporth.

44,049. How far off is that from this place?—Seven miles.

44,050. Would you like to give your evidence in Welsh or in English?—I am a thorough Welshman, but I will do my best for the Commission in English.

44,051. You speak English very well, and you can understand it?—Yes.

44,052. If there is any difficulty as to any particular word, will you be kind enough to let us know, and we will allow the interpreter to help you in every way?—I will make you understand.

44,053. Shall I ask you some questions, or would you like to read your statement?—I do not care which.

44,054. You are a freeholder?—Yes.

44,055. You are also a tenant of Mrs. Brigstocke?—Yes.

44,056. And you give evidence for the district of the Cardigan Union?—Yes.

44,057. We are very glad to hear that you are on the best possible relations with your landlady; you are on very good terms with your landlady?—Yes, but I ought to give you to understand that I am only a tenant of Mrs. Brigstocke for some 30 or 40 acres, being in the Cardigan Island, out in the sea, not attached to land outside the parish of Verwig. I have no house that I hold under her or anything else.

44,058. You only farm a portion of land?—Yes, keeping some sheep there.

44,059. You do not think that language or politics or creed make the slightest difference between you and Mrs. Brigstocke?—Not the least.

44,060. Of course, you have Michaelmas tenancies and yearly tenancies, and so on.

Chairman—continued.

There are no cases of hardship that you know of except when farms have been sold?—No.

44,061. Then sometimes, no doubt, that does occur?—Yes.

44,062. It often occurs, I suppose?—It is very often the case.

44,063. The rent is 14*s.* to 16*s.* an acre?—Yes.

44,064. You do not mind carrying some coal up to the mansion once a year for the convenience of your landlady?—No.

44,065. You have no objection to that?—No, not in the least.

44,066. You are on very good terms?—And all the tenants the same.

44,067. When do you pay your rent after it becomes due?—Generally we pay the rent due Michaelmas, say, in the month of January, and the rent due 25th March we pay after what we call Lawrence Fair at Kilgerran, and that is always held on the 19th of August.

44,068. You get four or five months to pay it in?—Yes.

44,069. The farms, you say, average in rent from 50*l.* to 80*l.*?—Yes, generally through the union.

44,070. You say that that is about the proper size for a farm to be in this district?—Yes.

44,071. And that people can work that to the best advantage?—Yes.

44,072. No doubt a great deal of land has been laid down to grass on account of the corn fetching such a bad price?—Yes.

44,073. Who paid for that?—The tenant.

44,074. Does the tenant pay always?—Yes.

44,075. The landlords never gave them the seeds nor paid them for doing so?—Not to my knowledge.

44,076. I suppose there are a great many roots in this part of the country?—Yes, a great many.

Chairman—continued.

44,077. On Mrs. Brigstocke's estate are the buildings in good order, so far as you know?—Yes, generally in good order. May I add one word, that Mrs. Brigstocke used to give some prizes for the best crop of roots, amounting, about Christmas time—say in the January rent—to over 20*l.* to the tenants for the best crop growers.

44,078. Is that continued now?—Yes, every winter.

44,079. Then do you get too much ground game?—No, nothing of that sort to interfere with us.

44,080. Of course you complain of railway rates?—Yes.

44,081. Then, with regard to the proprietor farmers, you tell us the same as we have heard several times to-day?—Yes.

44,082. That they have bought their farms very dear, and they have had to pay a high rate of interest on the money that was left on mortgage. Then the tenant farmers, I take it, are a very hard-working lot of people?—Yes.

44,083. And their children work hard on the farms?—Yes.

44,084. When do you think the depression began?—In 1883 it began first. We had good times after that for a little while, but then 1893 was very bad, owing to the dry season and every thing.

44,085. 1893 was a disastrous year—very bad?—Yes.

44,086. Shocking?—Yes.

44,087. What do you think is the cause of the depression amongst farmers at the present moment?—According to my opinion, what we call the demand and supply rules the markets. When the supply exceeds the demand, of course, you cannot get a buyer for your goods, and no doubt foreign competition succeeds to that extent when the markets are too full of beef and every sort of thing for the British seller to make any profit out of his cattle or anything.

44,088. Have you any remedies to suggest that you think would make things a little better for the farmers?—I have made some notes if you would like to hear them.

44,089. Will you tell us what you think will do any good?—The first, in my opinion, is that we ought to have fair trade, or something of that sort.

44,090. Yes, and fair seasons—we want good seasons?—That depends on Providence. In good seasons I do not think it would be so bad. If it were not for the bad season last summer, things would not be so bad. In my case I was obliged to spend over 30*l.* in bran and barley meal and everything, and I had to sell 40*l.* worth of corn and everything. That was my case.

44,091. Besides what you consumed on your farm?—Yes, and many farmers were worse off than me, in my neighbourhood.

44,092. Are rents, especially in the Cardigan Union, too high?—I cannot say that they are too high. They do not quite agree with each other. Some landlords rent higher than the value, and as long as the rents are made on the gross estimate of

Chairman—continued.

rental, it is too much. There ought to be some justice done to these highly rented farms. We have had a great deal of fighting over this question on the board of guardians and at the Assessment Committee of the union, and there have been many fights in the Assessment Committee, because many of the members of the Assessment Committee stick to the original rule we passed to the board, and then it amounts to this, that many landowners give false receipts to their tenants when appealing before the Assessment Committee.

44,093. Then you think that the rate book and the rent book do not agree?—I am afraid not, my lord. I think that is quite true. There should be readjustment of tithes also. Whenever you find that an apportionment is made of the tithe, you will find that the arable land is charged more tithe than the good meadow land generally. I have known instances of land which is worth at this time 2*l.* an acre, and is charged less tithe than land which is worth 15*s.* an acre. The apportionments have been made during the high price of corn.

44,094. That wants looking to?—Yes, in my opinion.

44,095. Is there anything else?—Yes, a less expensive system of transferring land. When a man buys his own farm, of course the solicitors take a good slice out of his pocket for preparing the deeds, or something of that sort.

44,096. Is there anything else you wish to suggest?—Yes, the Government to lend money to farmers and labourers to purchase their holdings at a reasonable rate of interest. That is the whole.

Mr. *Griffiths.*

44,097. You say with regard to cases of hardship, that there are no such cases, except perhaps where property has been sold?—Yes, to my knowledge.

44,098. Do you know of cases of hardship where the property has been sold?—Yes, I know of cases where tenants have been noticed and their rents put up before the estates have been sold so as to show to the buyer of the farm rents are so much.

44,099. You say, again, in your statement that arbitration is not used; is it ever resorted to?—I do not know of any case.

44,100. There is one thing I cannot quite understand; you say in your statement that the price of corn has fallen greatly and that of live stock has risen since. When has live stock risen?—I recollect the question before me in the syllabus was as to taking the average over 50 years. During that period the live stock had risen but during the last season and some seasons before they have been very low.

44,101. That is what I was thinking of myself?—I remember at other times during my lifetime they were very much lower than what they are now.

Mr. *Griffiths*—continued.

44,102. What aged man are you, may I ask?—I am over 50.

44,103. I am that, too, but I do not always remember it. What about wages?—Wages are much higher.

44,104. Very much higher?—Very much higher—very nearly double what they used to be 40 years ago.

44,105. You say that the fences are not as good as they might be. Why are not the fences as good as they might be?—Because it is very difficult to get labour—very difficult in some neighbourhoods. In my neighbourhood they are old sailors most of them, and the other labourers, if they could not get very high wages, went to Glamorganshire where they think they can do better.

44,106. So that the very best labourer leaves you?—Yes, but we have a lot of good labourers. I have a lot of good labourers myself.

44,107. Do you think the labourers as competent now as when you commenced farming, as a rule?—Well, they must be treated now much better than they were.

44,108. I did not mean with regard to their treatment; but are they able to do work; can they hedge and ditch as they used to?—Yes, but they do not know the way to thresh with the old flail. The use of the machinery has done that for them.

44,109. You say with regard to the land being laid down, the tenant lays down the land, but inexpensively. How do you explain that?—Only just leave it out to pasture, say, after a crop of potatoes and turnips, or something of that sort.

44,110. But if you want to lay down land to some profit you must manure it afterwards, must you not?—Yes, but if you knew our neighbourhood you would know that we have generally arable land. It does not pay us to turn it to pasture. It is good land for corn but not good land for pasture. If you leave it at rest say for three or four years, you must plough it up then and put something in it.

44,111. We have heard about that—the land goes to sleep; you leave it for long and then plough it up again?—Yes.

44,112. You say that poultry keeping pays. Have you any experience in regard to that that you can mention?—So far as my knowledge goes I can give you instances where a farmer of 15 acres has made over 20*l.* and he has made a tale of it that poultry keeping pays, but he goes to a good deal of expense.

44,113. Does he understand it thoroughly? As a rule we find that they do not know anything about it; some of them keep their hens till they are 10 years old?—Yes, I think they do understand as a rule, but about the farms where we are they only keep poultry to eat up what is left.

44,114. How do you explain, again, that a bad landlord is better than a good mortgagee?—I will tell you that. You need not go to a mortgagee, and need not apply to him for abatement. You need not go to him, say, for a new roof upon a pigstye—only just pay him the mortgage money, and that is all. If you want to get something back, the answer you generally will have is, "You pay the money up and I will find some-"one else to pay the same interest as you do."

Mr. *Griffiths*—continued.

44,115. But would it not be the same with a bad landlord?—Well, sir, you can leave the farm to the landlord if he is a bad landlord, but with the mortgage the farm remains to you.

Mr. *Richard Jones.*

44,116. I suppose fallowing has been abandoned after you have increased the quantity of roots that you grow? Is that so?—Yes. Generally they put rapes where they used to keep fallow now for the sake of the stock in the autumn.

44,117. Do you find that land generally is as well cultivated now as it was when corn growing was more profitable?—No, I do not think the present system of manuring does it so well. Artificial manure is not quite as good as the old system of liming, or something of that sort. But the old system is too dear now. A farmer could not get on with that.

44,118. It is too expensive?—Yes, it is a great deal too expensive.

44,119. You want to put something cheap, and have a quick return?—Yes.

44,120. We might call it a more spirited style of farming, but possibly you might say that it is injurious, and you must take the future into consideration. Is that so?—Yes; but if we had spent the same amount of money for lime as we spent for manure, I think we would be just as well off then as we are now. But there is a great deal of trouble in liming because of carting and spreading, and so on.

44,121. Of course you must take that into consideration?—Yes, we must consider the labour connected with it.

44,122. Where do you get your lime from?—Aberporth. I used to live within a mile of Aberporth, and I live now within two miles or two and a half miles. There is plenty of lime burnt there.

44,123. I suppose liming has generally gone into disuse. There is very little used now, is there not?—Very little indeed.

44,124. How much a ton do you pay for it?—We pay 13*s.* to 14*s.* a ton for the lime.

44,125. What do you pay for basic slag?—About 2*l.* 15*s.* a ton I paid this year.

44,126. Where do you get it?—I get the slag from Mr. Thomas Thomas, Plas, Aberporth.

44,127. You do not know what is the quantity of phosphate in the slag. It would be from 38 per cent. to 42 per cent., or something like that, would it not?—Not so high as that; it is lower than that. *See* 44,176A.

44,128. Then somebody gets a profit somewhere?—I think it is about 26 per cent. I have been led to understand the other night by Professor Parry, of Aberystwith, who was delivering a lecture on the subject, that it must be a good slag if it amounts to 26.

Mr. *Richard Jones*—continued.

44,129. With regard to depression, you say that the period of depression commenced in 1883?—Yes.

44,130. Was it not a time of depression in 1879?—I have looked over my diary, and I find th I have been obliged to sell my cattle at a v'e low price in 1883.

44,131. Did you keep a diary in 1879?—Yes.

44,132. Did you lose any sheep owing to fluke in 1879?—Yes, I have lost 42 sheep which were grazing on the same field the same winter.

44,133. It was generally regarded as a very bad year?—It was regarded as a very bad year, but prices were not so very low.

44,134. Of course in 1883 you began to feel the depression?—Yes.

44,135. Has the depression continued ever since 1883?—No; we had some good years after that. About five years ago we got good prices.

44,136. In 1890?—Yes, 1890; but ever since the barley has been very low, for the last 15 or 16 years, and the wheat you could not get a market for at all, the flour is so cheap.

44,137. I suppose you have no prescription, have you, for bad seasons?—Well, prayer meetings would be the best.

44,138. Do you pay any rates for your farm in Cardigan Island?—No.

44,139. Why not?—I cannot tell you; I could not make out to what parish and what county the land belongs. It has been a hard case fought before the magistrates here once.

44,140. What is the extent of the island?—From 30 to 40 acres.

44,141. And you occupy the whole of it?—Yes.

44,142. Do you corroborate this fact, that it is common property—that it does not belong to anybody?—It is the property of Mrs. Brigstocke, and I believe she gets the rates to her pocket. If there were rates and tithes upon that land. I would not give so much rent for that island.

44,143. The difficulty is this: it has not been settled in which county it is; is that so?—I cannot tell you in what county it is; it ought to be attached to the parish of Verwig, in the Cardiganshire part of the union.

Mr. *Griffiths.*

44,144. Have you any paupers on this island?—No, there is no living soul there. Plenty of gulls and gull's eggs, and things of that kind.

Mr. *Seebohm.*

44,145. I have one question to ask about the rates. You have mentioned a point which is an important one. Your view, as I understand it, is that if you take a farm at too high a rent, and the rent is taken as the basis of the rates, you are doubly punished?—Yes, you burn the candle at both ends. That is what they call it here.

44,146. Now you are a freeholder, I think?—Yes.

Mr. *Seebohm*—continued.

44,147. How is the rateable value with regard to freeholds ascertained by the board of guardians?—Well, I bought a farm, say about four years ago. The rent used to be 70*l.* a year. I was under a very hard landlord, I think, and the building was very poor, and to save them from the expense of building they sold that farm, and I bought it, because it was the next farm to my former farm. Now, what will be the result I do not know. I intend to appeal. Most likely they will stick me to the former rent of 70*l.* Well, according to what I bought that at, I ought to appeal to get a reduction of, say, about 10*l.* The rent was 70*l.* I bought that farm for 1,650*l.* Well, according to 4 per cent., it would be much under the rent. I do not pay full 4 per cent. for the mortgage—for the part I had on mortgage—I pay, in fact 4*l.* 12*s.* 6*d.*

44,148. Then you think the rateable value ought to be ascertained on the land, irrespective of whether the rent is too high or too low?—I consider the basis wrong altogether.

44,149. But what other basis could you suggest; valuation, or what?—Valuation. You know there is a great deal of difference between some landlords and others in the renting of their farms. Say, a landlord is worth 2,000*l.*, or 3,000*l.*, or 5,000*l.* a year; he can afford to let the farm much under what a landlord can that does nothing beyond, say, 100*l.* a year. That is the case in the parish of Blaenporth. The north side of the turnpike road is generally owned by small landowners; every farm there. The other side is on the Noyadd and Blaenpant estates. I believe the rent of these estates ought to regulate the rent of the lower part of the parish.

44,150. That high-rented estates ought to be brought down to the level of the others?—Yes. Well, we can appeal, and mention some farms upon the Noyadd estate, but the Assessment Committee, as a rule, are very stiff.

44,151. Do you pay income tax?—No; oh, no.

44,152. There is no income tax gathered on your land?—No. I have been a collector of the income tax for many years.

44,153. Do you know whether the income tax assessor goes by the actual rent?—Yes always.

44,154. Always by the actual rent?—Yes.

44,155. He never puts it higher than the actual rent?—No, not in my knowledge. I know it has never been put higher in the parishes of Aberporth or Blaenporth.

44,156. Then does he simply go to the rate book and take what is down there on the rate book?—Well, the assessor usually draws the duplicates for the surveyor, and the gross is always taken as the basis for income tax in cases where income tax is charged.

44,157. Do you think that that is general; that the income tax assessor takes the poor rate assessment?—Well, if they get a reduction in rents, of course for the sake of paying rates they will bring it before the Assessment Committee and be reduced.

Mr. *Seebohm*—continued.

44,158. Do they in the case of one year's abatement?—I do not know of a single case where the income tax has been reduced on account of abatements. I know it has not been reduced in the parish of Aberporth or Blaenporth.

44,159. Then you think, generally, the income tax assessment is the same as the gross value in the rate book?—Yes, always.

Mr. *Grove.*

44,160. Are you a guardian?—Yes.

44,161. I think you said that a good many people who have bought their own farms rather regret it now, these bad times; is that so?—Oh, yes.

44,162. What interest do they pay?—Four per cent., as a rule.

44,163. That is about the average?—Yes.

44,164. If they could get money at 3½ per cent. or 3¾ per cent., which would include the repayment of the capital, you think that would be a great relief to them, do you?—Yes, I do; much relief, too.

44,165. And would probably enable a great many more to go in the same way and buy their own holdings?—Yes.

44,166. Do you think that land bears too many burdens?—Yes, by far.

Professor *Rhŷs.*

44,167. Do you have any difficulties in regard to tithes in your parish?—No, we have but very little difficulty in my parish, but I live on the brink of the parish of Penbryn; there is a good deal round there, but we pay tithes, all of us, as a rule in the parish of Blaenporth.

44,168. Is your island subject to tithes?—No, and if it was, Mrs. Brigstocke always pays the tithes for the tenants, for a long time.

44,169. Living on the island as you do, I suppose you do not mind so much about railway rates?—Yes, I do. I have more cattle and more sheep to send away somewhere, if I could find a purchaser for them, than any in the lower part of this county.

Professor *Rhŷs*—continued.

44,170. Sir John Llewelyn asked this morning how it was that you do not make more use of sea conveyance for the cattle from this part of the country?—The only place we can send them by sea to is Bristol, and they flood up the market there.

Mr. *Grove.*

44,171. There are plenty of other places?—No. These things always go to Bristol.

Professor *Rhŷs.*

44,172. Could not you start a boat to some other port?—Well, to have a particular steamer for some other port would hardly do. There is not so much there to be had in the country.

44,173. But if you had a little more co-operation among you you might manage that?—Well, it might be, but we do not know exactly where to send them. We generally sell our cattle to dealers or butchers in the neighbourhood.

Sir *John Llewelyn.*

44,174. Are prices any better now than they have been?—Prices of what?

44,175. Prices of cattle and farm produce generally. Are they improving at all this spring?—Well, they say they are. There is some call for store cattle, more than there used to be last autumn.

44,176. So that there are hopes of better times?—I hope so, too.

Mr. *Richard Jones.*

44,176A. Before you go out of the box I want to correct myself. You are quite right with regard to the amount of phosphates in slag. I got mixed over slag and superphosphates.

The witness withdrew.

Mr. WILLIAM PICTON EVANS re-called and further examined.

Chairman.

See 43,898–43,094.

44,176B. We will now have the shorthand notes of that portion of Mr. William Evans' evidence, that has been referred to, read.

The shorthand writer read the following extract from the evidence of William Evans:—

"43,898. Did you consult any lawyer about this question?—No, I did not. It was only a month before I left that I understood there was anything wrong about the tithe.

"43,899. But did you have any talk with any lawyer or solicitor about it?—Yes, I mentioned it to a solicitor when I was settling the arrears.

"43,900. What did he say?—After I had told him of the wrong which had been done to me during those years, he said he thought that I should have some compensation.

Chairman—continued.

"43,901. What was it he said?—After I had explained the wrongs which I had suffered, he said that my case was an extraordinary one—that was his own word, and he thought that I ought to have compensation, and he believed also that I would have compensation.

"43,092. That, of course, was from your own account of the case?—Yes.

"43,093. Was he a solicitor of any standing—a man of any weight?—Yes, he was my landlord's solicitor.

"43,094. What was his name—you need not answer if you do not wish?—Mr. Picton Evans."

Chairman.

44,177. Did you ever say what he alleges you said to him, or anything like it?—No, certainly not, with reference to compensation. I might have made the remark, "Well, it is an extraordinary thing," but certainly not with regard to any encouragement for compensation.

Chairman—continued.

The witness withdrew.

Mr. William Evans recalled and further examined through an interpreter.

Chairman.

44,178. You have heard what Mr. Picton Evans has said?—Yes.

44,179. Have you anything to say on that?—Yes, you have misunderstood me. You have mixed up the water wheel on the first farm and the last farm.

Professor *Rhŷs.*

44,180. Was the water wheel paid for?—Yes.

44,181. There was nothing about the water wheel in that part of your evidence. You did not consult Mr. Picton Evans about the water wheel?—No, not at all. That was the farm of Llangranog, in 1869.

Chairman.

Then that clears it up completely.

Professor *Rhŷs.*

44,182. You explained to Mr. Picton Evans the story of your wrongs, as you believed them to be?—I explained to Mr. Picton Evans with regard to the last farm and not the first.

44,183. Yes, but it was the story of your wrongs—your own story of your wrongs, with regard to the acreage and the tithe on the last farm, not with regard to the water wheel in the first farm.

Chairman.

44,184. The mistake is quite cleared up, and we perfectly see how it arose; it is all right?—My two brothers could give the same evidence with regard to Mr. Picton Evans.

44,185. There is no need of any further evidence. The whole thing is quite satisfactory?—Thank you.

The witness withdrew.

Mr. William Saunders Davies called and examined.

Chairman.

44,186. Where do you live?—At Maensaeson, St. Dogmaels.

44,187. How far is that from Cardigan?—About four miles.

44,188. What personal history can you tell us?—I have been married about 10 years. I have been farming down Pembrokeshire.

44,189. Are you a tenant farmer?—Yes, I have got 292 acres or thereabouts.

44,190. What rent do you pay?—169*l.*

44,191. Who is your landlord?—It is rented under the trustees and agents now.

44,192. Trustees of whom?—Of the late R. Ll. James, Esq., Captain Jones-Parry and Lawrence Jenkins, Esq.

44,193. What can you tell us about your farm?—Well, I have got two farms, one of 242 acres, at 94*l.*

44,194. That is besides the 292 acres, or is it included in that?—It is included.

44,195. You have two farms?—Yes.

44,196. And two homesteads?—Yes.

44,197. And two sets of buildings, and two houses?—Yes; one farm averaging 7*s.* 9*d.* per acre, and the other about 30*s.* an acre.

44,198. One farm is 242 acres; what proportion of rent do you pay for that?—94*l.*

44,199. Then the other, what do you pay for that?—75*l.* for 50 acres. That includes the tithe and the rates.

44,200. How have you done on this farm? What has happened on it? Have you made it pay?—Yes. Well, last year it did not pay very well.

Chairman—continued.

44,201. Last year was a bad year, of course?—Yes.

44,202. What else can you tell us about the farm?—Well, nothing particular.

44,203. Have you anything to complain of in your agreement? Have you got an agreement, or a lease, or what?—I have not an agreement at all, and I do not want one either.

44,204. You do not want any agreement?—No.

44,205. You are satisfied with your landlords?—Yes, quite satisfied.

44,206. What would you like to tell the Commissioners?—I should like to give my evidence in Welsh, and I can do it better.

[*The remainder of the evidence was taken through an interpreter.*]

44,207. Will you state what you wish to say?—No kind of denominations influence the landlords at all between landlord and tenant. If you ask me any question I will answer it.

44,208. What is the general condition of the farming population?—In what way do you mean?

44,209. Are they prosperous or not?—Yes, some of them.

44,210. Are they a hard-working lot of people?—Yes.

44,211. Are their rents too high?—The average of the estate is from about 7*s.* up to 30*s.*

44,212. Do you consider that too high?—Some are too high, and some are possibly too low.

Chairman.

44,213. Are you in favour of a Land Court?—No, I am not.

Sir *John Llewelyn.*

44,214. Have you got two farms?—Yes.

44,215. Two farm-houses?—Yes.

44,216. Who lives in the second one?—No one lives there now, but I have been keeping a female servant there, but she died.

44,217. One farm of 242 acres?—Yes.

44,218. And the other 50 acres?—About.

44,219. The average rent per acre of the large one is 7*s.* 9*d.*?—Yes.

44,220. The average rent of the small one is 30*s.*?—Yes.

44,221. Is that what you mean by some too high and some too low?—Yes, as the average of the estate.

44,222. Does it not depend on the quality of the land?—Yes.

44,223. And the suitability of the buildings?—Yes.

44,224. Are these two farms close together or not?—Yes, very close, about 400 or 500 yards off.

44,225. Is it a popular thing in this country for one man to hold two farms?—I do not know.

44,226. Have you many workmen on your farms?—I have got six altogether.

44,227. Any farm servants?—Well, four farm servants and two labourers.

44,228. Where do the farm servants live?—Two of them in the house, and the other two are in the loft of the storehouse.

44,229. What is the usual arrangement with the farm servants. Where do they sleep in this part of the country?—Outside, in the yard—on the top of the stables—in the stable loft.

44,230. Do you make them a fairly comfortable room?—Yes.

44,231. Is it not too cold for them in winter?—No, I do not think so.

44,232. Are they able to read at all there when they have any time?—Yes, as much as they like.

44,233. We have heard of one man reading the whole Bible through in his bed place. Do your servants do that sort of thing?—I really cannot tell you.

44,234. You do not know?—No.

44,235. Do you welcome them at all in the kitchen in the evenings?—Yes, up to 10 o'clock at night.

44,236. Not after 10 o'clock at night?—No.

44,237. You have got room for them?—Yes.

44,238. They are not in the way?—No.

44,239. And is that the usual thing in this part of the country?—Yes, I think so.

Mr. *Grove.*

44,240. The quality of the land of your two farms must be very different?—Yes.

44,241. Do you know the average price of them both, thrown together; it is 11*s.* 7*d.* an acre; I do not know whether you ever worked it out. The reason of the difference in price is that the quality is quite different, I suppose?—Yes.

Mr. *Grove*—continued.

Mr. *Seebohm.*

44,242–3. Which is the cheaper of the two?—The one at 30*s.* an acre.

44,244. The higher priced land is the cheaper of the two?—Yes.

Mr. *Richard Jones.*

44,245. You told us that farmers in your district were prosperous, did you not?—Yes, as well as they can be, some more successful than others.

44,246. What do you mean by saying that they are prosperous?—Do you mean to say that they make a profit out of their farms, and are satisfied with their lot, and have no grievances?—Some of them put money by in the bank.

44,247. Do you speak of your own knowledge?—Yes.

44,248. Are they people who have money coming in from other sources besides farming?—No, I do not understand that they are.

44,249. What is the character of the farming of those people; I would rather like to know?—Corn of about 40 or 50 acres, and the rest pasture.

44,250. Do they pay any special attention to the breeding of horses or to high class of cattle?—To stock, yes.

44,251. But do they give special attention to the breeding of good horses, and so on?—I cannot speak of horses, but I can speak of cattle.

44,252. Where do you go on Sundays?—To church.

44,253. Were you once a Nonconformist?—Yes, before I married.

44,254. Was it then you seceded and went into the Church?—Yes.

44,455. Did you get a farm then?—Yes, after my father-in-law, before I married

44,256. Did you go to live in the farm where your wife was?—Yes.

44,257. Was your wife a member of the Church of England?—Yes.

44,258. Was there any chapel convenient?—Yes, but not of the denomination to which I belonged.

44,259. Was it a condition that you would have to go to church before you would be accepted as a tenant?—Not in the least.

44,260. Did you think it policy on your part to be a Churchman after becoming a tenant farmer; was it a matter of policy?—Well, I knew that it was a good thing for me.

44,261. In what sense?—In every sense. In a religious sense, and——

43,262. In what sense did you mean to say that it was good for you?—In consequence of many things.

44,263. But tell us of one?—Because there is so much hypocrisy among these Nonconformists,

Mr. *Richard Jones*—continued.

44,264. Was it when you went to the farm that you made this discovery?—No, a long time before.

44,265. Why did not you leave the Nonconformists and go to the Church, then, before?—Because of my poor mother.

Mr. *Richard Jones*—continued.

44,266. What about your mother?—She did not choose that I should go.

44,267. She thought the Nonconformists were sincere?—No, I do not think so.

The witness withdrew.

Chairman.

I am obliged for the information which has just been handed up to me. The Ecclesiastical Commissioners, by their legal representative, stated at St. Clear's that, in regard to the Treventy case, they elected to give their evidence in London, through their Secretary. They are local landlords, and in consequence they must be heard in the country, where tenant farmers will have an opportunity of hearing their evidence,

Chairman—continued.

and, if necessary, of rebutting it. The Ecclesiastical Commissioners, therefore, if they intend to come before the Commission, must be heard in the county in which they hold property. Are there any more witnesses to come forward? [*No response.*] The list of witnesses has been gone through, and we are much obliged to those gentlemen who have come forward and given evidence.

[Adjourned to Newcastle Emlyn.]

FIFTY-THIRD DAY.

Assembly Rooms, Newcastle Emlyn, Cardiganshire, Tuesday, 24th April 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.
Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Dr. ENOCH DAVIES called and examined.

Chairman.

44,268. You are a retired surgeon?—Yes.

44,269. Where do you live?—Bryn Teifi, near Llandyssil.

44,270. How far is that from here?—6½ miles.

44,271. Will you be good enough to read your statement?—I am a retired surgeon, residing at Bryn Teifi, near Llandyssul, in the county of Cardigan, and a member of the Cardiganshire County Council.

At a public meeting of tenant farmers held at Newcastle Emlyn, which meeting afterwards resolved itself into a committee of which I became chairman, I was requested to tender evidence before the Commission on behalf of tenant farmers in the Newcastle Emlyn poor law union, which has an assessment of 53,673*l.*; an acreage of 102,765, and a population of 19,108.

Being the son of a small freeholder in this county, and having farmed some 70 acres of land on my own account for about 18 years, I am well acquainted with agriculture in this district.

The public meeting I have referred to was well attended, several farmers volunteering to come forward to give evidence; only a few of them, however, have done so. Doubtless they had good reasons for dropping off. One large tenant farmer who has received exceptionally bad treatment, and had promised to come forward, ought to appear to-day. At first he attended our committee meetings but has thought fit to discontinue his attendances lately. We have found it very difficult to obtain documentary evidence such as agreements, leases and receipts for rents. It may appear strange to those living outside West Wales, that farmers should be afraid to come forward and tell their own story. But those who are acquainted with all the circumstances do not think it so.

Chairman—continued.

They know what farmers have had to put up with for the last 25 years. They dare not show any independence of spirit, their manliness has been crushed out of them. They cannot look an agent in the face, much less approach their landlord. It is only fair to state that Sir Marteine Lloyd, of Bronwydd, is the only landlord that I am aware of who has told his tenants he would be pleased if any of them came forward to give evidence. Immediately on hearing Sir Marteine's pleasure, two tenants recorded their testimony.

Sir Marteine Lloyd did this through the Farmers' Committee, and directly it was communicated at one of the meetings two of the Bronwydd tenants were appointed by their fellow tenants to come forward to give evidence.

LAND TENURE.—I am convinced that the land laws as administered in this district are unjust both towards tenant farmers and a hindrance to good farming. The question was prominently before the public during the general election of 1885. I well remember the dissatisfaction expressed at the views stated by the late Mr. David Davies, once M.P. for this county, and a Liberal. With characteristic shrewdness Mr. Davies later on deemed it judicious to consult the feelings of the electorate again before the polling day, and it was gratifying to see that he made rapid strides towards the "Three F's."

Recently I have made it my business to ascertain the views of farmers on the subject. A few suggested "Protection" as a remedy; some went in for "lowering workmen's wages where possible," but the bulk strongly advocated "security of tenure, and fair rent and compensation for capital invested in the soil."

Few can speak better from experience of the insecurity of tenure than the Cardiganshire farmers. There are but few estates on which evictions have not taken place during the last 25 years. On some estates the least pretence sufficed. The large majority, however, it is

Chairman—continued.

believed, had a political origin, and most of them occurred after the memorable election of 1868.

There was a widespread rumour that a conclave composed of landlords and their satellites was held at Aberayron in the spring of 1869 at which it was agreed (1) that all tenants who voted for a Liberal candidate in the November previous should be evicted; (2) that all who remained at home that day should have their rents raised; (3) that, where possible, no farm should be let to Nonconformists; (4) that new churches should be built in several districts.

To prove to demonstration that such a conclave was held, or that such resolutions were passed is a difficult matter, but the unanimity with which landlords from that time on, evicted their tenants and raised the rents of others, the new churches that sprang up, and the difficulty which Liberal Nonconformist applicants found to obtain farms on Conservative estates, lend much support to that rumour. Some land agents during the summer of 1869 did not attempt to conceal the new policy. One, an agent for three large estates, went so far as to say he meant "to exterminate Nonconformity in Cardiganshire and starve the damned preachers."

All those, with one or two exceptions, who voted Liberals in 1868, were evicted, and those who remained neutral had their rents raised.

Here is the list; it is simply concerning those in this Union who were evicted.

44,272. This is a list of those who stayed at home and who had a rise in their rents?—Those were at home on the day:—

Mr. Morris, Deinol - -	14*l.*
Mr. Morris, Pantseirif - -	10*l.*
Mr. Owen, Alltcorde - -	5*l.*
Mr. Evans, Alltcordeisaf - -	5*l.*
Mr. Griffiths, Havod - -	3*l.*
Mr. Jones, Penrallt, on same estate voted Tory, and did not have any rise in his rent.	
Mr. Davies, Ffos Esgob - -	23*l.*
Mr. Jones, Cwmbarre - -	13*l.*

See 44,505 and 44,559.

I ought to say, to be fair, that although Mr. Jones, Cwmbarre, voted for the Liberal candidate, he was not evicted, but had his rent raised 13*l.*

Mr. *Richard Jones.*

44,273. What is the explanation?—Well, I cannot tell you; it is impossible to explain the actions of those days. I could explain some of them, but Mr. Jones is giving evidence himself in this court. Then there were some evicted on the Alltyrodyn estate.

44,274. Who was the landlord?—John Davies Lloyd, who came of age in 1871; and the following of his tenants were evicted at the end of September 1871:—

Mr. John James, Camnant.
Mr. David Thomas, Llwynshop.
Mr. Davies, Gilrachronw.
Mr. Jones, Blaendyffryn.
Mr. Jenkin Jones, Pwllaubryn.
Mr. Titus Jones, Domen.
Mr. Thomas, Rhyd Owen Mill.

Mr. *Richard Jones*—continued.

Mr. David Jones, Ffynon Llywelyn.

The following tenants of other estates were also evicted at the same time:—

Mr. Evan Evans, Parke, on the Maes Crugiau estate.

Mr. James Jones, Alltfawr, on the Maes Crugiau estate.

Mr. Evans, Pantteg, on the Pentre estate.

Mr. David Jones, Cwrt Mill, on Col. Lewes, Llysnewydd estate. See 73,175 and 73,191.

Mr. Sam Jones, Dolgoy, on the Llanfair estate.

Mr. Thomas Thomas, Pantdefaid, on the Llanfair estate.

Mr. Evans, Cardigan, on the Pigeonsford estate.

Mr. David Evans, Pwllyrheirn, on the estate of Mrs. Brigstocke, Blaenpant.

Mr. Watkin Jones, on the estate of Major Rice, Llwynybrain.

Chairman.

44,275. Now please proceed with your evidence?—Those evictions that followed the election of 1868 were attended with exquisite cruelty. People who had spent a lifetime on their farms were turned adrift, young people just started in life were made homeless. Women within a month of their confinement had nowhere to lay their heads.

The pecuniary losses of the farmers were very great, and a few dropped into premature graves. As a result, a feeling of indignation was roused throughout the country; public meetings were held to protest against the landlords' conduct and express sympathy with the victims. One such meeting was held in London on February 7th, 1870, presided over by the late Mr. Samuel Morley, M.P., one of the principal speakers being the late Serjeant Parry, the latter remarking "that it was almost "incredible that things which had taken place "in Wales could occur in the latter half of the "19th century." Another such meeting was held at Aberystwyth at which the following resolutions were passed. I produce the resolution passed at the meeting.

44,276. Please read it?—"That this meeting "deeply sympathises with the anxieties and "sufferings of those who have been evicted from "their holdings or otherwise injured in their "circumstances in consequence of the conscientious exercise of the franchise at the late "elections, and pledges itself to aid the fund "that is now being raised with the view of "compensating them so far as possible for the "losses they have sustained." The other resolutions are very much to the same effect.

It is not for me to hold the parties who caused the evictions responsible for their consequences. One thing, however, is certain, that the impressions they left will never be forgotten in Cardiganshire.

The case of David Jones, of Ffynnon Llewelyn, on the Alltyrodyn Estate, was peculiarly sad. After his eviction David Jones failed to get a farm anywhere, and having a wife and three grown-up children determined to

Chairman—continued.

emigrate to the States. Mr. and Mrs. Jones had buried four children in this country. Having taken ship their three children were stricken down with small-pox, and died previous to their reaching New York. The parents returned by the same boat, and Mrs. Jones died broken-hearted three months after.

This dark cloud, however, which after 1868 hung over Cardiganshire had its silver lining. Notwithstanding the fact that 50 families were rendered homeless, some to seek shelter in cow-sheds, others in disused and roofless cots, there was not a single act of incendiarism or of violence committed. When the spring assizes came round the judge—the late Mr. Justice Hannen—was presented with a pair of white gloves.

Rent.—Now, especially, the question of rent presses heavily upon the farmers. Complaints are general among farmers that they cannot pay their way. In order to meet the audit some draw money from the bank at a high rate of interest; others sell their stock at a disadvantage, while a few are driven to utilize what private means their wives brought them as dowry. A brother-in-law of mine has been obliged to use from 30*l.* to 40*l.* of his wife's money every year to pay rent to Mr. David Jones Lloyd, of Gilfachwen. A young farmer of my acquaintance, though he had four sisters who worked hard to assist him, who live and dress very plainly, is not able to pay his rent even then without using 40*l.* a year the interest on 1,000*l.* left them by their mother's will. These cases are typical. The manager of a local bank told me only last week than an incredibly large number of farms borrow money out of the bank to meet the rent. Mr. Thomas E. Ellis, M.P. for
See 16,917. Merioneth, stated in October last year that rents in the county of Cardiganshire since 1814 have advanced 70 per cent. I believe the per-centage in this district is higher than that even. This would be difficult of proof. I have receipts in the case of one farm on the Alltyrodyn Estate, which show that the rent there has increased since 1842 at the rate of 103*l.* per cent.

This, I believe, is an index to the whole estate.

44,277. To whom does that estate belong?—It did belong to John Davies Lloyd.

44,278. To whom does it belong now?—Every bit of it has been sold to different people.

44,279. You have the receipt of this one farm which shows that the rent has increased there since 1842 at the rate of 103 per cent.?—Yes, and I believe that is an index to the whole lot. On the Bronwydd estate there is a farm, named Bryngwyn. The lease expired some 40 years ago. I am not in a position to say the date of the lease; previous to its expiration the rent was 25*l.* a year. Then the farm was divided, the rent of the two portions amounting to 70*l.* Now it is 86*l.*, an increase since the lease was granted of 244*l.* per cent. A great-grandfather of mine leased a farm called Blaenythan, on the Pentre estate, about 1808. I am not sure of the date—

Chairman—continued.

I heard my father say it many times; but I know the rent—71*l.* per annum. The lease has expired, and the rent is now 146*l.* 10*s.* per annum, an increase of 105 per cent. Then there was Penallt, 80*l.*, 62 years ago, now 170*l.*, or 112 per cent.

Rents were increased mainly on tenant's improvements and when times were good. Farmers now find themselves helpless. There is no kind of combination among them. Naturally fond of rural life they cling to their old homes. It is to be feared this affection, be it weakness or otherwise, is often taken advantage of by landlords, so that rents are raised especially on the smaller farms. Things would be much more serious were it not for the industries in East Carmarthenshire and Glamorganshire which offer outlets for the population. This is so at a great self-sacrifice and inconvenience. There are scores of families in this union where the husband works in Glamorganshire, and the wife and children live in Cardiganshire or Carmarthenshire. The husband longs to return, and would remain at home if any chance of permanent employment presented itself, or a small allotment could be got.

44,280. I should like to ask one question on that. Have the landlords set apart any portions of their estates for small allotments for labourers?—I do not know of any.

44,281. That is not the custom in this part of the country?—That is not the custom. There may be a labourer here and there keeping a cow and working on a large farm.

44,282. But it is not the custom to have small portions of the land let at the same rent as it would be let to a farmer, and let as a small holding?—It is not the custom.

44,283. As a small piece of land it is generally sub-let by the farmer?—There are many who take it direct from the landlord too, and I believe they would just as soon.

44,284. Of course they would sooner take it from the landlord?—By "allotments" I mean plots.

44,285. One-tenth of an acre, and that sort of thing?—Yes; I misunderstood you before.

44,286. There is nothing of that sort in this county?—There are some fields where they keep a cow or two.

44,287. That is beneficial?—But you will hear evidence to-day complaining bitterly of the high rents. As to compensation, it is difficult to give the exact number of farms sold within this union during the last 15 years. The Alltyrodyn, Blaendyffryn, and Llanfair Estates have been entirely disposed of, and large slices of the Falcondale and Gogerddan Estates. These sales involved great loss to the tenants. To some it meant the loss of the labour of generations, of many years. The capital invested cannot well be estimated. All was sold with the land, and when a farmer bought his own farm he had to pay dearly for his own improvements, which the agent never forgot to advertise. Even tenants themselves, when they were

Chairman—continued.

"substantial men," were advertised. I have a number, if you wish to see them.

44,288. That has been done in England, too. I have known that?—I do not deny it. These changes, and the general uncertainties of tenure have made farmers shy and cautious. Owing to this, the land goes without proper cultivation, and is not made the most of. As to past legislation, the Agricultural Holdings Act of 1883 is a dead letter in this district. The unseemly hurry with which all the landlords in South Cardiganshire contracted themselves out of the Agricultural Holdings Act of 1875 (I produce the notices) had had its due effect by the time the Act of 1883 was passed. Tenants knew well their landlords' feelings in regard to all such legislation. I have agreements here where they contract out of the Act of 1883 as well. Is this the proper time to put them in (*handing them*)?

Mr. *Richard Jones.*

44,289. Do they contract out of anything except the 33rd section?—Yes, they went the whole way.

Chairman.

44,290. This agreement which you have handed in, is on the Pigeonsford estate. Is this the agreement in force now on the Pigeonsford estate, or is it an old agreement?—It is after the Act of 1883.

44,291. "And it is hereby lastly agreed be-
"tween the said parties hereto that the terms
"and provisions of the Agricultural Holdings
"Act, 1883, shall not apply to this tenancy."
That is the Pigeonsford estate?—That is so.

44,292. Have you any more?—I have a copy: I cannot prove the correctness of the copy, but I will bring the man who copied it to meet you at Aberayron on Friday.

See 44,561. 44,293. It is as well not to put anything in that you cannot prove up to the hilt?—Then I ask Mr. Saunders Davies, Pentre, to put in the original. That is on the Pentre estate.

44,294. This is a copy of a memorandum of agreement?—Do not mention the date, my Lord.

44,295. Between R. S. Davies, and so on?—It is a memorandum of agreement made on the Pentre estate.

44,296. "And it is further agreed that this
"contract of tenancy shall not be affected by
"nor be subject to the provisions of the Agri-
"cultural Holdings Acts (England), 1875 and
"1883"?—Whatever the principle of the Act in Cardiganshire and Carmarthenshire it is unworkable.

44,297. That is your practical opinion?—Yes there is no benefit derived from it by the farmers. I do not mean to put the blame of it on one side more than the other, but it is the fact that there is no benefit derived from that Act.

Mr. *Richard Jones.*

44,298. You say it is inoperative?—Yes, that is what I mean. When the notices of contracting out of the Act of 1875 were served, landlords insisted upon their tenants signing strict agreements. I produce the agreements, but they are very much to the same effect. There is one that the tenants shall deliver to the landlord every year one ton of hard coal, the tenant to pay for it.

44,299. To pay for and deliver it?—Yes.

44,300. Have you any objection to giving us the name?—Not in the least. It is very seldom we are able to give the names, and I am glad to have one to give. (*The agreement was handed in.*)

44,301. This is between Evan Evans, of Nether Stowey, in the county of Somerset, surgeon, of the one part, and David Jones, of Hafod, in the parish of Clydau, in the county of Pembroke, farmer, of the other part, dated the 28th day of January, 1888: "Will yearly render
"and deliver unto the said Evan Evans, his
"heirs or assigns, without being paid for the
"same, one ton of hard coal, three fat ducks,
"and two loads of potato manure, at such times
"and places on the said premises as the said
"Evan Evans, his heirs or assigns, shall from
"time to time direct." "And will pay all tithe
"or tithe rentcharge"—"and will yearly spread
"not less than from six to eight tons of lime
"over such parts of the said farm and lands as
"shall most require the same." "And will not
"hire, occupy, carry on, or be concerned in
"occupying or carrying on any other farm or
"land without the previous consent in writing"
—is that objected to?—No.

44,302. The chief thing in that, I think, is the delivering of one ton of hard coal free?—It has all the other clauses that are contained in other agreements. Some of these agreements contain clauses, the like of which, if enforced to-day, would go far to ruin many tenants. The excuse is made that they are never enforced.

44,303. We have always been told that?—But the fact is they hang over the tenant's head like the sword of Damocles, and must have a very demoralising effect. I say that, no doubt, the number of subscribers to the petition against the Suspensory Bill was much increased by the very existence of these clauses in the agreements, and I maintain further that they have a most demoralising effect. As to the relations between landlord and tenant, there does not now exist the same homely feeling between landlord and tenant that there used to be 40 and 50 years ago. My father never seemed tired of telling us of the kind and courteous bearing of the Lloyds, of Bronwydd, of Mr. Saunders Davies, of Pentre, and of the Lloyds, of Alltyrodyn and Dolhardd. There were no middlemen in those days, and mischief makers had not the ears of landlords. An old saying, still current in this neighbourhood, is credited to the "old Lloyd," of Bronwydd. It is: "Cursed be the first Lloyd who will evict a Bronwydd tenant." I have not heard of a single eviction ever having occurred on that estate.

Chairman.

44,304. Not up to the present time?—No.

Our old squires did not ignore the people's language or sneer at their religion. They granted chapel leases at nominal rents, and without obnoxious clauses. No favouritism was shown to Churchmen. The result was that tenants worshipped their landlords, each boasting that his landlord was the best. There grew up a fine race of men, straightforward, honest, independent, in fine contrast to their present degenerated descendants, who are nervous, timid serfs.

Agents seem to think that ignorance of the tenants' language is no disadvantage to the landlord. It is to the agents' interest that the landlord is ignorant of Welsh, as otherwise they would lose much of their power. It is fair to add that the best landlords are at variance on this point with their agents, and express their regret at their inability to speak Welsh.

On several estates, notably those of Earl Cawdor, and of Col. Lewes and Mrs. Lewes, Llanerchaeron, there are a number of tenants who have left Nonconformity and Liberalism.

44,305. Do you verify that statement?—Yes. It is on the paper I handed to you first. I have no desire to make it public, but I am quite prepared to stand by it.

44,306. It is either a fact or it is not. There are a number of tenants who have left Nonconformity and Liberalism, and you produce a list of those?—Yes, but I have no desire to hurt anyone's feelings. I consider it a matter of duty, because we do maintain that the Nonconformists have not fair play. They do not stand on the same footing as the Churchmen when they go for farms. This goes far to prove that people are wide awake, and they notice it, therefore they go.

44,307. You do not wish in any way to bring any charge against these people?—Not of undue influence, but simply that the public have found out that it is the easiest way to get a farm. It is simply a question of opinion where they get the light from, or the enlightenment, for their souls, on the question of the Church and Nonconformity; it might come from Heaven, or it might come from the agents' office.

44,308. On these estates there are a number of tenants who have left Nonconformity and Liberalism?—Yes. Several of these live on good farms.

Clergymen have been known to interfere greatly between landlords and their tenants. A tenant, who is a Churchman, in the parish of Bangor-ar-Deifi, proposed at the vestry last year a farmer, who is a Nonconformist, to be a guardian of the poor for the ensuing year. Some months after, the rector of the parish wrote to the landlord complaining of the farmers' conduct, requesting him, as landlord, to use his influence so as not to have such conduct repeated. Fortunately the landlord was a gentleman, and sent the rector's letter to the tenant, telling him to do as he thought best at the next vestry.

Chairman—continued.

In too many cases there is quite a gulf between landlord and tenant, the former despising the latter. The least offence calls forth a notice to quit, or at least a threat which almost amounts to it.

I maintain that the landlords do not treat their tenants with the respect due to a hard working-man, however ignorant he is of the English language. This is a letter (*handing same*). I am not allowed to use the names.

44,309. We will take it for what it is worth, but your evidence is so very clear and straightforward that I think it would be better only to speak of what you know?—I do know this. Shall I put in my own way the contents of this?

44,310. You are permitted to bring this forward, only not permitted to give the names?—Yes, to bring it forward, but not to give the names. I do not wish to press it. I think my second letter will prove what I have stated. I am able to produce this simply because this tenant leaves the estate this year.

44,311. Is the name given with that?—Yes. (*handing letter*).

44,312. This is the letter:—

"Gilfachwen, Llandyssil, S. Wales,
"SIR, October 22, 1883.

"I BEG to give you notice that if you employ Tom Harries in any capacity on your farm again I will at once give you notice to quit.

"Yours truly,
"JOHN LLOYD.

"Mr. John Rees,
"Bircoeduchaf."

Tom Harries was a working man, and he had worked on the home farm at Gilfachwen for months previously, and the tenant of Bircoeduchaf did not know that he had had any quarrel with Mr. Lloyd, but took him on in good faith. Without in any way consulting the tenant on sending a message he writes him that letter which I call an arrogant letter.

Some landlords would seem to think that they govern by a sort of divine right; that the land with all that therein is was made for their convenience and pleasures. They have done next to nothing for the improvement, social and moral, or the education of their tenants.

HOUSE ACCOMMODATION, &c.—The neglect of landlords for years has left much to be done in the way of improving farmers' and labourers' houses. Some in the county of Cardigan are a positive disgrace. I have photographs of two on two separate large estates. In visiting different districts, I came across several equally bad. In several instances I found there was only one long room upstairs, sometimes with only one window, the remaining apertures walled up. There was no attempt whatever at sanitary provisions.

I will hand you these photographs. There is nothing private about these, and I am quite willing to give you the names.

Chairman—continued.

e 45,560 44,313. On what farm is that first one?—The first is Park-y-Trap, on Colonel Lloyd's estate, Llysaeron. Colonel Lloyd is an officer in the Cardiganshire Militia. It is close to this town.

44,314. And what is No. 2?—That is Gaerwen in the parish of Llandyssul, on the estate of Mr. Rogers, Abermeurig.

44,315. And where is No. 3?—That is Cwm-annerch on the same estate again, in the parish of Llandyssul. Those are three farm houses.

44,316. They are farm houses?—Yes, you can see the churn in front.

Sir *John Llewelyn.*

44,317. I hope they are not typical?—Yes, there are plenty of them. I took those most convenient for the photographer.

General Dealing.—There is a feeling everywhere that a crisis has come in Welsh farming, and that the present lot of tenant and labourer must have an end. Also a general cry that the Legislature should interfere.

Buoyed up by hope, the Welsh farmer as yet has not experienced the courage which comes of despair, and Wales has its hands clean from agrarian crime.

That is my evidence.

Chairman.

44,318. I have but very few questions to ask you, Mr. Davies, your evidence is so clear, but I will just ask you this. Do you think that language and religion are in any way accountable for the gulf between the landlords and tenants?—I do.

44,319. Are the landlords unapproachable? Do the tenants find it difficult to approach their landlord?—They find it best, I believe, not to go by the agent.

44,320. Because they are afraid to incur the displeasure of the agent?—That is it.

44,321. What remedies have you to suggest now for this state of things?—I have been entirely in the hands of the farmers. Since they appointed me chairman as I said I thought it my duty to mix up with them and talk to them, and talk freely to them which I can do very well at different times, and whether they are right or wrong they have set their minds, that is a large majority of them, on some sort of Bill which will contain these things which I have pointed out. They do not wish to call it a permanent fixity, but certain security in their homes. They feel that there ought to be some means devised by Parliament to let them have their farms at a fair rent. They consider it very unfair that the landlord should select a man to value their estate and the tenant have no voice at all in the selection of this man. The tenant is not consulted or spoken to, but they simply value it just as they like, and then he is informed at the due date that it is so-and-so. They often ask me, Why should we not have the power to select another man with him, and some other body to select an umpire? They have such faith in the Cardiganshire County Council that they are very anxious that the Cardiganshire County Council should nominate the umpire.

Chairman—continued.

44,322. Opinions vary a good deal as to the Cardiganshire County Council. We had one man yesterday who objected to the Cardiganshire County Council having anything to do with the appointment of an umpire. Is the competition for farms very keen here?—Oh, dear, yes.

44,323. I suppose the tenants often find that when they are treating for a farm they are not able to contract on equal terms with the landlord because of the keen competition?—Yes, that is it.

44,324. They know that if they do not give the rent that the landlord demands, other people will give it, and they will have to yield?—Yes. Some landlords advertise their farms and receive tenders in the county of Cardigan. I know one, but I had better not say There is evidence to be produced to-day about it.

44,325. Does it occur very frequently that landlords advertise their farms to let—not of necessity to let by tender?—No, I do not think that is common, because there is plenty of rush for them. Landlords are only human, and it is very natural that they should, seeing that there is such a demand for this article, and the farmers are helpless, do what they choose. I do not blame them.

44,326. I take it the contention of the farmers is this, that really a farm will not pay at the competition rent?—That is it.

44,327. And they want a fair rent fixed; that is such a rent as will leave a margin for profit on the working of the farm?—Yes, they do not want a very big margin or a big profit. The Cardiganshire farmer is a man who lives very plainly.

44,328. Being a surgeon of course you know a great deal about their habits?—Yes.

44,329. You are able to testify that they really live hard and thriftily?—I have spent the last four years entirely in this county as a retired surgeon. I spent 21 years in a colliery district in Glamorganshire. I ought to say that during 18 of the 21 years I was in Glamorganshire I farmed a farm here between this point and Llandyssul, which brought me into contact on market and fair days with the farmers. It was a silly hobby of mine; but, however, it is a fact. During the last four years I have mixed a good deal with them here, and gone in and out of their houses, and I do find things as I say.

44,330. That they live hard and are industrious?—Yes.

44,331. And really make the best of their farms?—Yes, I believe so. I do not pretend to say that they are highly educated in agricultural chemistry, and those things.

44,332. But according to their knowledge?—I say they are a keen, and shrewd people, and sober and very industrious. I do not care what any agent says, or any one here before this Commission, I maintain, and I assert it, I am not afraid of doing so, that the Cardiganshire farmer

Chairman—continued.

is very industrious, possessing an average amount of keenness and shrewdness in his calling.

44,333. Do you find the Cardiganshire farmer ready to migrate into fresh districts?—No. I do not know whether it is a weakness, or a good strain or weak strain, but it is a fact.

44,334. You would consider his language and also his religion would have much to do with his attachment for his home?—Yes, and his relations.

44,335. He does not like to break up his connection?—No.

44,336. And really the landlord profits by this attachment to his home?—Yes, largely. I do not mean that in any unfair way, but that must run up the demand for land, and the price of land.

44,337. I take it you have no cut-and-dried scheme for fixing fair rents?—No, I must leave that to far wiser men than myself.

Sir *John Llewelyn.*

44,338. Do you mean, Dr. Davies, that the love of home is stronger here than it is in England or in Ireland or Scotland?—It is very strong in Ireland and very strong in Wales—in Cardiganshire. It is a weakness of the Celts.

44,339. I feel it very strongly?—I know you do, Sir John.

44,340. May I ask you if you are a landowner yourself?—I do not know what a landowner is exactly. I own two very small farms.

44,341. Do you let them?—Yes.

44,342. May I ask you how you arrive at a fair rent? Is it by freedom of contract between yourself and your tenant?—No. As to the first one when I came into possession I found that the rent had been fixed 60 years ago and it is just the same still.

44,343. That is by mutual agreement between yourself and your tenant?—No, we never spoke about it. I had this place left me with the rent fixed upon it 60 years ago.

44,344. That is the case with many landowners, is it not?—I daresay, but we have had these professional valuers about here. I do not know of a single estate on which they have not been.

44,345. Have the professional valuers been round this neighbourhood to a great extent?—Pretty well.

44,346. And have rents been raised in consequence?—Yes. Bronwydd was re-valued in 1865 and in 1871, and the rents raised each time.

44,347. Have the rents been raised in consequence of re-valuation?—Yes. I gave you the figures. But there is a tenant of Sir Marteine's who is going to give evidence upon that.

44,348. The difference between yourself and those cases would be that you allowed the tenant to remain on at the old rent?—Yes. In one instance the farm was taken 2½ years ago when the times were very nearly as bad as they are now—perhaps not quite. We settled it amongst ourselves. I said that if he did not agree with the rent I was quite willing for him to name a man. I do not know whether he thought it too high.

Sir *John Llewelyn*—continued.

44,349. As a matter of fact, it was arranged between yourself and your tenant?—That is a fact.

44,350. You had no difficulty, I suppose?—I had farmed the place myself for 18 years and I knew what was the value of it pretty well.

44,351. But you had no difficulty in settling the matter amicably between yourself and your tenant?—No.

44,352. In regard to these political evictions of which you speak they were in the year 1868?—Yes.

44,353. And in the spring of 1869 and subsequently. That was in the days of open voting?—1868 was open voting.

44,354. Since those days the Ballot Act has been passed, has it not?—It has.

44,355. In your opinion is that a protection against any political influence with regard to the tenants?—Oh, yes, the fact that we returned our member last time with 2,000 majority proves that.

44,356. You also spoke of the general election of 1885?—Yes, I did.

44,357. That was between two Liberals I think?—No.

44,358. Was it not?—No; I am glad to say that the Conservative candidate then has become Liberal since.

44,359. May I hope that political evictions have now become obsolete. There are none. Do you know of any?—No, I do not know of any political evictions, and I doubt if there is a landlord that would really have the face to evict a man now for it.

Mr. *Richard Jones.*

44,360. But do you find a spirit of persecution?—There is the same terror. I do not know when it will be obliterated, and that is the reason. I could not tell you if I had two hours in which to do it, the difficulty I have had to get these bits of evidence up for you. Only yesterday I called on a tenant of Lord Cawdor and asked him if he would kindly allow me to copy an old receipt simply for curiosity. It was in the year 1600 odd and I wanted it out of curiosity. "No," he said, "I know you very well—there is that meeting to-morrow."

Sir *John Llewelyn.*

44,361. But I wanted to elicit from you what your opinion of the Ballot Act was—whether you consider this was a complete protection to the voters?—It was a great protection.

44,362. Later on in your very interesting evidence you speak of relations between landlord and tenant, and you say, "On several estates, "notably those of Earl Cawdor, and of Colonel "Lewis, and Mrs. Lewis, Llanercharon, there "are a number of tenants who have left "Nonconformity and Liberalism. Several of "these live on good farms." Is not that an insinuation that Lord Cawdor has influenced his

Sir *John Llewelyn*—continued.

tenants in the direction of being Churchmen and Conservatives?—I did not mean it in that sense; what I meant to say was this, that the men were shrewd enough to find that out.

44,363. The inference appeared to me rather strong?—I did not mean it in that way. What I meant, and I did say it, I think, in explanation, was that the people are shrewd enough to see on which side of the bread the butter is.

44,364. Are there no old Nonconformist landowners in the county?—Very few. I do not know of them except somebody who farms his own farm; I do not remember now.

44,365. Are there any instances of sub-letting of land in this neighbourhood?—By the farmers?

44,366. Yes?—I do not know. I could not speak of that; I do not remember any now.

44,367. There was a question I wished to ask you particularly; you say there was a fund raised?—Yes.

44,368. It does not appear upon your statement what the amount of it was. It was in 1870. Can you give any account of it and say whether it was a large amount?—The list was published now and again, and I copied this list from the "Baner," but I am not in a position to tell the Commission whether this list is the first, or the second, or the third.

44,369. It is not a complete list?—It is not, and I failed to get it.

44,370. I will not ask you more than that, then. With regard to house accommodation I should very much like to hear from you your professional opinion of these houses of which you put in some photographs, by which you show us that some of the houses are in a very dilapidated condition?—Yes. I visited many.

44,371. Are there any which, in your opinion, are dangerous for human habitation?—Yes, certainly, several of them.

44,372. Have you no machinery now existent by which you can remedy that?—You mean the Sanitary Board?

44,373. I do?—Quite so. I am afraid it turns very slowly in Cardiganshire. I am not a member of it, or an officer, or anything else.

44,374. Do you think that the machinery wants stirring up?—Yes; a little oil.

44,375. Can you suggest a better form? There is the election of guardians which is in the hands of the people?—The form of the election of guardians is rotten.

44,376. That is about to be reformed, I think?—I am very glad to hear it.

44,377. The medical gentlemen, I think, can give very great assistance to the existing authority?—No doubt. I should like to mention one thing, Sir John, if you will allow me. I believe that many landowners, owing perhaps to the laws of primogeniture and so on, are very much handicapped in making good buildings, but I cannot defend the owner of No. 1, that gentleman is one of the wealthiest in the county of Cardigan.

Sir *John Llewelyn*—continued.

44,378. On the large estates are they not usually the first to repair their buildings?—The larger landlords?

44,379. Yes, the larger landlords?—I do not think any of them can boast of the high state of repair of the farm-houses.

44,380. In most parts of Wales we have been to I think we have found that the largest landowners are the first to put the buildings on their estates into repair. Take Lord Cawdor's estate?—I daresay it is so, I do not speak of Lord Cawdor. I know nothing about his estate or how it is managed.

44,381. We have had that evidence?—I will mention one fact which I mentioned before, namely, that a great grandfather of mine leased Blaenythan, and I can remember Blaenythan since I was a boy; that is 40 years ago, and the dwelling-house was in a bad state then.

44,382. How is it now?—It is just being repaired for the first time. I have not seen it for many years; but even then it was in a most dilapidated condition and it was not appropriate for a farm of that description.

44,383. I was speaking principally of the labourers' cottages. These photographs appear to be labourers' cottages?—They are farm-houses.

44,384. Is that a farm-house (*producing photograph*)?—Yes, it is Park-y-trap, the tenant pays 65*l.* a year.

44,385. What is the acreage of his land?—39½ acres.

44,386. Is that a farm-house (*producing another photograph*)?—Yes; he pays 5*l.* a year.

44,387. What is the acreage of that farm?—I could not tell you, nor of this one, but I can tell you the rent of them all. This is 18*l.* a year.

44,388. 5*l.* is a very small rent; it is not much more than the house rent?—No, I do not say that it would pay to build: but what I say is this, that it is demoralising for a man in the position of that gentleman to let a hovel like that on his estate. That is what I mean.

44,389. In a case of this kind do you know whether any representation has been made to the Sanitary Authority as to the unsanitary condition of the house?—No, I do not know about that. I am not in a position to say; but I can say this, that the man has spoken many times about it, Mr. George, the clerk of the Union, has been to see it, and it has been a general complaint on the part of the tenant for 12 years, he tells me. But he will speak for himself upon that.

44,390. I rather wished to get what was in your mind as to the procedure under which remedies ought to be applied?—The ex-officios are so strong on the Newcastle Emlyn Board of Guardians that I do not think any officials could make any way.

44 391. Is not that again being remedied by the new law?—But it has not come into force yet.

44,392. No, but steps are already being taken. I wanted rather to know whether you wished this Commission to take any further steps than are already existing or are already being taken?

Sir *John Llewelyn*—continued.

—My simple object in getting these photographs taken at my own expense was this, to give you as much knowledge as we possibly could upon your visit through Cardiganshire. That is the only reason.

44,393. I also wanted to get what was in your mind as to the remedy?—I would rather not force my opinion upon that subject.

Sir *John Llewelyn.*

We may hope, I think, that remedies are being taken that will satisfy everybody.

Mr. *Richard Jones.*

44,394. You mentioned one farm there of which the acreage is 39½, rent 65*l.*?—Yes.

44,395. What kind of land is it?—It is very fair land. It does not come up to the River Teivy, but it is on the side hills half a mile from the river.

44,396. It is from 37*s.* to 38*s.* an acre?—It is.

44,397. What is the nature of the farming that is pursued now on that farm? Is it grazed?—Yes, and butter-making is done there, I expect. I do not know whether he sells milk; I cannot say; but what he complained to me of, if I am in order in stating it, was the impossibility for him to carry on his duties as a farmer in such a house as that. There are only two rooms in it; they have taken the stairs away as a pre caution to stop anybody going up because if anyone does go up he will certainly go down.

44,398. In a house of that kind it seems impossible to carry on a dairy or anything of that sort?—If you will allow me to use the farmer's wife's words they were, "We can only "do things, Dr. Davies, by removing the same "articles 12 or 20 times in the day and shifting "about with them." Those were her words.

Sir *John Llewelyn.*

44,399. In your experience over many years the buildings have been improved, but not with sufficient rapidity to satisfy you?—Yes, they are improved, but what I mention is that there are lots, especially on the side hills, which are a disgrace to civilized people.

44,400. With regard to the Agricultural Holdings Act, 1883, as to which you used some expression, you said it was inoperative?—Yes.

44,401. Is that because it is unknown?—Oh, dear, no.

44,402. Is it known?—Yes, very well known.

44,403. Tell me why it is inoperative, then?—It is a very mild article to begin with, and there is the fact that they have to get permission from the landlord for all improvements in Schedule I., if I remember right.

44,404. Yes, quite right?—That is enough in itself. If a farmer cannot do what improvements he is able to do without the written permission of his landlord—that is to say, reasonable improvements—I do not speak of extreme things of course—I do not mean to say that the farmer has a right to do anything he likes on the farm and make the landlord pay for it.

44,405. It is too cumbrous a machinery you think?—It is too mild altogether.

Sir *John Llewelyn*—continued.

44,406. Then you did not mean that it was inoperative, because it is unknown?—Oh, no.

44,407. It is known, but still it is inoperative?—Yes.

Mr. *Richard Jones.*

44,408. I may take it that you think that a tenant does not have sufficient liberty to act so that he can really carry out the improvement he wishes, and you think that when an incoming tenant, say, is taking his place it should be assessed on the value to the incoming tenant?—Yes, but what has militated against it a good deal is the fact that our landlords do not approve of it and the fact that several of them have contracted out of it. I cannot express to you in words this feeling of terror that has eaten up the life of farmers in Cardiganshire.

Chairman.

44,409. Mr. J. E. Vincent asks, "Do you "know the farm of Gilfachronow?"—Yes, very well.

44,410. "Were you a party to an action "against Mrs. Elizabeth Jones in respect of this "farm?"—My eldest brother was evicted from that farm after the election of 1868 without a farthing compensation. He had his mother-in-law in the house with him, 80 years of age, and his wife was within a fortnight of her confinement, and he had not a place to go to. He pleaded hard for the old woman and for his wife and they refused him a day—refused to allow him to stay till her confinement was over. That farm was put under the hammer in 1881.

44,411. Whose property was that?—John Davies Lloyd of Alltyrodyn. It was put under the hammer in 1881 and my eldest brother bought it.

44,412. Was that the one that was living there?—Yes, the one that was evicted. I think he bought one of these. I think he bought one of these close agreements—it was presented to him with the farm for the money. The tenant that was in it at the time of the sale had signed a very strict agreement, they were all the same on the Alltyrodyn Estate. This agreement was handed to my brother when he bought the farm. Some time after that he told me that it was a very heavy burthen to him, and he had a large family of young children, and he asked me if I would become partner with him in the farm. I said I would if my other brother with whom I stayed would take a third and that we would take a third each, and we did. Then there were five years of lease unexpired at the sale. We gave notice to the tenant and reminded her of the agreement which she had signed which was very strict, and we asked her to keep to it. Instead of that, out of vindictiveness—I do not blame them of course—she did her best to work out the farm and cut it up in every way and in every form, although she was made acquainted with the provisions of this agreement. We offered her very fair terms, not I personally, because I had nothing to do with the management of the

Chairman—continued.

business, but my brothers that were down in Cardiganshire had. However, it was not settled and litigation was started, but at the end she made an offer herself, we accepted it, and we paid our share of the law costs. That is all I know; those are the facts.

See 45,641–45,722; and 47,611–47,664.

44,413. Mr. Vincent's questions continued: "Did you receive the following letter, marked "'A,' from Mr. J. Howell Thomas, of Car- "marthen, in respect of that action?" The letter marked "A" is as follows:—

"Carmarthen,

"Dear Sir, January 26, 1886.

"Gilfachronow.

"I have carefully inspected the buildings, fences, and general condition of this farm as requested, and beg to report as follows: I have no hesitation in stating that the buildings still in existence are in quite as good a state of repair as they were when I saw them previous to the lease being granted to Mrs. Jones in 1877. The buildings at that time were in a very bad state, and it was upon the promise of reinstating some of the buildings and houses that the rent was agreed upon. Under all the circumstances that are within my knowledge, I do not consider that Mrs. Jones is liable for any sum for dilapidations excepting, perhaps, a trifle for gates. I think the sum of 2*l.* might be allowed for this, provided the gates now put on one side and disused are given over to Mrs. Jones. The house and several of the buildings have recently been pulled down, therefore it is manifestly impossible for one to value any dilapidations that may have existed upon them. The state of the fences and the cultivation of the farm generally is quite as good as when Mrs. Jones entered upon her occupancy, and equal to the general condition of the surrounding farms. I am informed that Mr. Rees Thomas, in order to avoid any litigation, made an order, without prejudice, of about 15*l.*, but I am quite unable to agree to his figures. In conclusion, I may observe that there appears no sort of doubt but that when Mrs. Jones agreed to surrender the lease to the present owner and occupier, she was under the impression that it was an absolute surrender; and I consider the claim now made, under these circumstances, to be both unreasonable and unjust.

"I beg to remain, dear Sirs,

"Yours faithfully,

"J. Howell Thomas.

"To Messrs. Price and Lloyd,

"Solicitors,

"Lampeter."

That is the letter marked "A" referred to in Mr. Vincent's question. You received that letter from Mr. Howell Thomas, at Carmarthen, in respect of the action?—I presume our solicitor received it. I cannot speak to it because it was all carried on apart from me.

44,414. Mr. Vincent's questions continued: "Is 'B' a copy of the Statement of Claim and "'C' a copy of the Particulars?" "B," the Statement of Claim, is as follows:—

Chairman—continued.

"1886, D., No. 651.

"In the High Court of Justice, Queen's Bench Division.

"Writ issued the 30th day of March 1886.

"Between David Davies, John Davies, and Enoch Davies, Plaintiffs; and Elizabeth Jones, Defendant.

"Statement of Claim.

"1. The plaintiffs are seised of a certain farm lands buildings and hereditaments called Gilfachronow situated in the parish of Bangor in the county of Cardigan in fee simple as tenants in common in equal shares.

"2. By repairing and other covenants contained in a lease under seal from John Davies Lloyd the predecessor in title of the plaintiffs and the defendant dated the 29th day of November 1877 of the said farm lands buildings and hereditaments for ten years from the 29th day of September 1876 the defendant covenanted at her own cost to maintain and keep the dwelling-house and all buildings demised by the said lease in good and tenantable repair and also to keep all the gates, gate-posts, fences, hedges, banks, watercourses, and drains in good repair, order, and condition and also to farm all the demised lands in a good and husbandlike manner.

"3. The said buildings, gates, watercourses, drains, and hedges &c. were during the term out of such repair and the land was not cultivated in the manner required by the covenants of the said lease.

"4. They were yielded up out of such repair and cultivation on or about the 30th day of September 1885.

"5. Particulars of dilapidations and repairs were delivered to the defendant on the 8th day of October 1885 and exceed three folios.

"The plaintiffs claim 95*l.* 17*s.* Place of trial, Glamorganshire.

"(Signed) J. Lloyd Morgan.

"Delivered the 10th of May 1886 by Richard White, 7 New Inn in the county of Middlesex agent for Thomas Walters of Carmarthen plaintiffs' solicitors."

The particulars are as follows:—

"Particulars of plaintiffs' claim for dilapidations and repairs referred to in the Statement of Claim delivered pursuant to the Order of Master Sir F. Pollock, dated 18th May 1886.

	£	*s.*	*d.*	£	*s.*	*d.*
Dwelling-House.						
Thatch the greater part of the roof	2	10	0			
Repair small window	0	1	0			
Concrete floor	0	17	0			
Pane of glass in window upstairs	0	1	0			
Stair outside to be repaired	0	4	0			
Repair and paint dairy roof	0	12	6			
				4	5	6
Potato House and Piggeries.						
Repair stair	0	8	0			
Repair and paint roof	0	14	0			
				1	2	0
Carried forward						

Chairman—continued.

	£ s. d.	£ s. d.
Brought forward		5 7 6
Oval House on a slope from the Potato House.		
Repair and paint roof	0 10 0	
Repair bottom of door and frame	0 1 0	
		0 11 0
Cow Houses and Cart House.		
Thatch greater part of roof	4 9 0	
Repair door frames	0 2 6	
Repair wall	0 15 0	
		5 6 6
Root House.		
Repair thatch and wall		0 10 0
Barn.		
Thatch on roof	4 10 0	
Repair the steps to door	0 2 0	
		4 12 0
Stable and Fowl House.		
Repair slates on roof	2 7 0	
Repair thatch and door	0 4 0	
		2 11 0
Boiler House and Pigstyes.		
Repair and paint roof	0 5 0	
New shutter	0 1 0	
Repair walls	0 4 0	
		0 10 0
Shed.		
Thatch one side of the roof	1 8 3	
Repair thatch in front	0 10 0	
Repair boarding	0 5 0	
		2 13 3
Stable.		
Repair thatch	1 5 0	
Repair stall and manger	1 5 0	
Two new shutters and frames	0 5 0	
Repair steps	0 4 0	
		2 19 0
Repair banks and trim hedges		5 3 9
Gates and *Gate Posts* to be fitted up less the cost of timber in the rough		3 13 0
Meadows near the river Teify.		
Watercourse and surface drains not opened	2 10 0	
Rush and sour grass has grown in about three acres of the best land owing to neglect in keeping the water in its proper channel	3 0 0	
Bank of river neglected so that a large piece of land has been taken away	5 0 0	
Hedges not pruned	1 0 0	
This is a loss to the lessor of		11 10 0
A field called Llether, containing about seven acres, has not been treated in a proper husbandlike manner, having been laid down in a filthy state and not cleaned in the usual way. The loss to the lessor would be at the rate of 30*s.* per acre		10 10 0
Lime not hauled to the farm according to the usual course of husbandry in compliance with the terms of the lease		20 0 0
General loss to the lessor by the farms not having been managed and left in good order		20 0 0
		95 17 0

Chairman—continued.

That I take it was your claim?—They were drawn up by Mr. John Francis, the valuer of Carmarthen, I believe. I know so very little about it myself, but I believe Mr. Francis was called in.

44,415. We can take it that that is correct?—Yes, I think it is; I do not know otherwise.

44,416. Did you instruct Mr. Walters, of Carmarthen, to write letters "D" and "E"? "D" is dated the 20th February 1882 and "E" is dated the 7th December 1885?—I cannot say I did, my Lord.

44,417. But have you any reason to doubt that that is the fact?—Oh, no.

44,418. "D" is from Mr. Thomas Walters, solicitor, Carmarthen, and is as follows:—

"Carmarthen,

"DEAR MADAM, "20th February, 1882.

"Gilfachronow.

"I ACT for Mr. Davies of Bargoed Farm, the purchaser of this farm at the recent sale of the Alltyrodyn Estate. The sale was made, as you are aware, subject to the lease which is vested in you and which is unexpired. My client would have no objection to take the farm up next September if convenient for you without having regard to any breaches of covenant (if any) which may have been committed by you. Of course you must not understand me as suggesting that there has been any breach, for I know nothing of the matter. If, however, you continue in possession till the expiration of the lease, as I presume you have a right to do, you will be expected to conform strictly to the terms of the lease, which I am told is a somewhat stringent one. I think it as well to apprize you of these matters at this early period, so that you may have an opportunity of making your arrangements.

"I am, dear Madam,

"Yours truly,

"Mrs. Elizabeth Jones, "THOMAS WALTERS.

"Gilfachronow,

"Bangor Teifi, near Llandyssul."

That, I think, we may take as correct?—Yes, my Lord.

44,419. Then "E" is another letter from Mr. Walters, of Carmarthen, written upon the instructions of the same three gentlemen apparently and is as follows:—

"Carmarthen,

"MADAM, "7th December, 1885.

"MESSRS. DAVIES, the owners of Gilfachronow, have consulted me relative to the dilapidation on this farm which, according to the lease, ought to be made good by you. Mr. Francis, the land agent, has made a valuation of the dilapidations on behalf of my clients, copy of which I understand you have had, and which seems to me most reasonable. Mr. Francis' estimate is 33*l.* 17*s.*, and unless you pay me this at once I shall have no alternative but to take proceedings against you, a course which I assure you my clients would very much regret. Please let me hear from you by Thursday next.

"Yours obediently,

"Mrs. E. Jones, "THOMAS WALTERS.

"Rhydowenfawr, Llandyssul."

Chairman—continued.

Those letters "D" and "E," I may take it, were written?—Yes.

44,420. Mr. Vincent's questions continued:—"As a matter of fact, did you and your brothers "outbid Mrs. Jones at the auction for this "farm?"—Yes, my brother did. My brother bought it and afterwards asked us to join.

44,421. Your brother bought the farm, having been the previous tenant?—Yes, and having been evicted from it.

44,422. And over the head of Mrs. Jones, the sitting tenant?—Yes.

44,423–4. "Do you know, as a matter of fact, "that the agreement with the original landlord "had never been acted upon?" You cannot know that?—No, I cannot.

44,425. "Do you know that 'G' represents "the estimate by Mr. Rees Thomas, Mr. David "Lloyd, and Mr. John Jones, in respect of the "dilapidations of Gilfachronow?" "G" is as follows:—

"Valuation of repairs required to be done at Gilfachronow made by Messrs. Rees Thomas David Lloyd, and John Jones.

	£	s.	d.
Dwelling-house	2	5	6
Potato house and piggeries	0	7	6
Coal-house	0	2	10
Cowhouse and carthouse	2	7	0
Root-house	0	5	0
Barn	2	10	0
Stable	0	9	0
Boiler-house and pigstye	0	8	0
Fowl-house	0	2	0
Shed	1	16	0
Banks	2	2	0
	£12	14	10"

I suppose you cannot answer that?—No, I know nothing about that.

44,426. Mr. Vincent's questions continued: "Did you on the 24th March 1885 give Mrs. "Jones notice to quit on the 24th March "1886"?—I cannot tell that.

44,427. Is this the notice marked "H"? The notice is as follows:—

"To Mrs. Elizabeth Jones.

"We hereby give you notice to quit, yield, and deliver up unto us or unto such person as we shall appoint to receive the same on the twenty-fifth day of March 1886, or at the expiration of your lease quiet possession of all the messuage and premises called Gilfachronow situate in the parish of Bangor in the county of Cardigan with all the appurtenances thereto belonging, which you hold under us David Davies, John Davies, Enoch Davies as tenant,

Chairman—continued.

otherwise you will be proceeded against as the law directs. Dated this twenty-fourth day of March 1885." (*The notice was handed to the witness*)?—Yes, I signed this.

44,428. "Was Mrs. Jones a widow"?—She was.

44,429. Mr. Vincent asks: "Why were the "particulars nearly three times greater than "Mr. Francis' estimate"?—I cannot say.

44,430. Mr. Vincent asks: "Do I understand "you to say that the lease (Evans to Jones) "contracts out of the Act of 1883 as a whole?" The lease says: "It is hereby agreed and de- "clared by both parties hereto that section 33 "of the Agricultural Holdings Act (England), "1883, shall not apply." You know that you can contract out of section 33?—Yes, but it was as to the length of notice that I put that lease in. See 44,298.

44,431. Yes, it was so. You are quite right about that. Mr. Vincent's questions continued: "Is the case of Cwmbarre amongst those of "Mrs. Brigstocke's estates in which you suggest "that rent was raised for political reasons"?—It is. See 44,272 44,505–44,559.

44,432. "What grounds have you for saying "that the revaluation and rise in rent were for "political reasons"?—I ought to say that the tenant is coming to give evidence to-day, and he has all the proofs with him; but I made that statement with his knowledge.

44,433. And on his behalf?—Yes.

44,434. But he is coming to substantiate that statement?—Yes, he is going to give evidence.

44,435. I do not think I need ask you the rest of the questions on that subject then. The following questions are also by Mr. Vincent: "You have spoken to the farm of "Blaenythan saying that it has now for the first "time in 40 years been placed in repair?" You remember you said something about the farm in question?—Yes, that is the farm. I was speaking of the farm-houses.

44,436. "Do you know that the lease under "which the tenant was bound to repair has "only expired recently?"—It expired some years ago.

44,437. A question from the chair: Do you know how many years ago?—No, I do not remember.

44,438. Mr. Vincent's questions continued: "Has not the landlord in fact begun to repair as "soon as he had authority to do so?"—I cannot say more than that the dwelling-house has been repaired this summer.

44,439. The following question is by Mr. Lloyd: "Will you allow the letter to be seen "that was put in as written by the late Mr. John "Lloyd to John Rees?"—Yes, with pleasure. (*The letter was produced and handed to Mr. Lloyd.*) See 44,312.

Re-examined 45,719.

The witness withdrew.

Mr. Enoch Jones, called and examined through an interpreter.

Chairman.

44,440. Does the paper which has been handed in contain the statement of your evidence?—Yes.

44,441. Has it been examined, and do you vouch for it as being correct?—Yes.

44,442. Where do you live?—At Ffynondafolog, in the parish of Trelech, Carmarthenshire.

44,443. Where is that?—About 9 miles from here—between 9 and 10.

[*The following statement of the witness was read*]:—

My evidence is entirely concerned with my life in Cardiganshire. Until last Michaelmas I lived as tenant farmer in Cardiganshire. I now live on a small farm of my own. I have spent all my life on the land. I have been farming on my own account the last 26 years. I commenced farming at Penbeilybach, in the parish of Llandyfriog, as yearly tenant, without any agreement. This farm contained 73 acres of land, mostly arable, and I rented it for 68*l.* a year. It was only 55*l.* a year two years previously. In about five years the owner died, and I received "notice to quit" from the children who were seven or eight in number, each having a share in the property, and each appeared equally anxious to receive what was due. The trouble I had to come to some sort of terms with these eight is really more than I can tell. At last I rented it at 80*l.* My dwelling-house was in a wretched state, snow and rain coming in, and the boardings upstairs were in such a rotten condition as to be very dangerous even to walk on them. I had often requested them to repair it, and at last they consented to do so on condition that I was to defray all expenses, which would be allowed to me in future rents. The summer had now far advanced before any steps were taken in repairing the house. Whilst the house was being repaired I had to remove my family to the barn. We had to unroof a part of this temporary dwelling-house to allow the smoke to escape, and, of course, rain, snow, and wind entered as well. Yet my poor wife gave birth to a child in this hovel, and the season was very cold, being far advanced in winter. After this event, we thought the sooner we should return to the dwelling-house the better, and the baby was only three days old when I carried my wife from the barn to the house, which was in a shocking state, and quite unfit for a strong healthy person—even the walls were dripping wet, and as there were no stairs my wife and baby were huddled in the room downstairs. Before we had finished repairing the house I heard it rumoured that I was to receive "notice to quit," and I did receive two notices before the end of March—one was dated 20th and the other 25th March (*produced*).

44,444. Tell us the year that happened in?—1879.

I felt the same difficulty this time again, no possibility of getting any definite terms from the different owners. All told me to go on, that I was not to leave, but an advance was understood. I walked to them 17 times before I could get them all to re-let it to me again. At last I had the offer of it for 95*l.* Nothing but sheer necessity compelled me to promise this exorbitant price for it. I had no place to turn to, and, besides, I had paid for all the repairs on the understanding that the amount expended would be repaid in rent. My wife was much attached to the place, having been brought up there. Some time after taking the farm again for 95*l.* I was asked to sign an agreement binding me to keep all the houses in good repair. This was unreasonable, because the cow-house, pig-styes and carthouse were just tumbling down. I said I would sign to keep those that were in good repair, and nothing else. Just then (in August) I received "notice of ejectment," which I produce. My opinion was, and is, that it was nothing but a plot to frighten me to sign the agreement. I have received some lawyer's letters for rent which have been already paid (*produced*). During my stay here I received three notices, and my rent was advanced from 68*l.* to 95*l.*, and as there were no hopes of being able to live in peace and quiet, and pay my way in this place, I looked out for another.

Chairman—continued.

After a deal of treating and talking, I rented Blaennant, in 1881, of Mr. Fitzwilliams, of Cilgwyn, for 220*l.*

44,445. How many acres was that?—212.

44,446. And the rent 220*l.*?—The rent was 220*l.* I spoke often to the agent about the terms; and I never heard a word from him that I should be called upon to sign this hard agreement. (*Agreement handed in.*)

Mr. *Richard Jones.*

I have read the agreement.

Chairman.

Is it a very harsh one?

Mr. *Richard Jones.*

Yes; there are over 30 conditions there.

Chairman.

44,447. There are 36 conditions, of which these are some of them:—

"9. To paint with two coats of best oil colour, and in a workmanlike manner, in every third year of the said term all the internal wood, iron, and other work in or about the said premises previously or usually painted, and in every seventh year all the internal wood, iron, and other work in or about the said premises previously or usually painted.

"10. To repair and paint on three months' notice.

"11. To consume and spend every year (save the last year of the tenancy) upon the said premises in a husbandlike manner all the hay, straw, clover, fodder, roots, and green crops, muck, dung, and compost which shall be there produced or made.

"12. To spread every year upon the said premises in a husbandlike manner 20 tons of well-burnt lime.

"29. To insure the said farm house, and all buildings for the time being on the said premises in the joint names of the landlord and tenant in

Chairman—continued.

the Westminster Fire Office, King William Street, Covent Garden, or some other insurance office approved of by the landlord, for the sum of 800*l.* at least, and to produce when required by the landlord or his agent the policies of insurance and receipts for premiums and other sums payable for effecting and keeping on foot the said insurance, and to expend all moneys received in respect of such insurance in repairing and reinstating the premises damaged or destroyed by fire.

"30. To insure all the dead and live stock on the farm in such fire office as aforesaid for at least two-thirds the value thereof, and to produce when required by the landlord or his agent the policies of insurance and receipts for premiums and other sums payable for effecting and keeping on foot the said insurance."

44,447A. Do you consider this a harsh agreement?—I do.

We did talk over the number of acres that should be tilled and about the buildings, &c. When everything had been agreed upon, and when it had been well known that I was to have Blaennant, and that I was to leave Penbeilybach, I was informed at the office that I was to sign this agreement. If I knew in the beginning I should be called upon to sign such a document, I should never have dreamt of sending in such a high tender for Blaennant. It was let by tender. Now I was entirely in Mr. Fitzwilliams' hands. I had no alternative but to sign it.

Blaennant measures 212 acres, and is naturally a corn-growing land; therefore, it is impossible to farm it and to pay my way with such a strict and severe agreement. I well remember I had two nice ricks of hay to spare one spring, and many a good offer I had for them. At last the Rev. Rees Lloyd, the rector of Troedyraur, and a good friend of my landlord, wished me to sell one of them. I was willing if Mr. Fitzwilliams was agreeable. Mr. Lloyd went to him himself, and this is the communication I received.

44,448. Will you put in the letters?—Yes, (*Handed.*)

Chairman.

The letter is as follows:—

"The Cilgwyn Estate Office,
"Newcastle Emlyn,
"South Wales,
"23rd May 1885.

"Estate Steward, T. Robertson,

"Dear Sir,

"Mr. Fitzwilliams desires me to let you know that he will not allow any hay to be sold off your farm.

"Yours truly,
"Thomas Robertson."

That letter is addressed to "Mr. Enoch Jones, "Blaennant Farm, N.C. Emlyn."

[*Statement continued.*]

Yet Mr. Fitzwilliams bought hay and straw of tenant farmers of other estates, and flatly refused to buy any of me.

Chairman—continued.

I have suffered very heavy losses from rabbits during the twelve years I was there. I do not wish to exaggerate, but I feel positive it would amount to from 40*l.* to 50*l.* annually. I killed some hundreds every year in my spare time, and I kept an account one year of how many I killed, and the number amounted to 1,000 (of all sorts, of course, as my sole object was to destroy), and that, I believe, without making perceptible diminution, for my landlord never made any remark to me. A short time before I kept this account he remarked that the rabbits were never so few. If it is taken into consideration the number my landlord and his party killed, the poachers, the foxes (which were numerous), the weasels, polecats, and the cats of the district, the number must have been enormous every year; yet I had to feed them all, and that without any compensation.

In the year 1887, the times being exceptionally bad with farmers and when I hardly made the rates out of Blaennant, the tenants on Mr. Fitzwilliams' estate, all except one, agreed to petition our landlord for an abatement.

The following is the petition:—

"Sir,

"We, the undersigned, being tenants of yours, beg most respectfully, though earnestly, to submit to your kind notice the following considerations:—

"The unprecedented and still continuing agricultural depression has dealt most severely with us for some years now. We are obliged to sell our cattle for less than half the prices they fetched years ago.

"This year's drought has aggravated our sufferings by diminishing our crops, in some instances by considerably more than half the usual amount. Fodder for the cattle will be extremely scarce, and very dear, if bought.

"Add to this the difficulty, almost the impossibility, of selling our cattle at any price, as witness our sad experience in last Tuesday's Fair, and, so being compelled to keep them when we have nothing like a sufficient quantity of fodder for them, the outlook for the coming winter you will allow is exceedingly gloomy for the poor farmer. The scarcity of fodder owing to the long drought has been the last straw to break the camel's back. We are thus, dear Sir, driven by the horse of straitened circumstances to implore your kind sympathy with us and generous consideration for our deplorable condition. We are not indulging in exaggerations at all; all our statements could be literally verified by an appeal to facts.

"The best of feeling has hitherto subsisted between us as landlord and tenants respectively, and we feel confident that we shall not now appeal in vain to your generosity, and sense of justice, when we earnestly though respectfully request you to give us a substantial abatement of our respective rents, in order to enable us to tide over the unprecedented depression, owing to the great reduction in the price of cattle, and especially the extreme lightness and scarcity of this year's crop, caused by the long drought.

Chairman—continued.

"You are well aware that this is being done these years very generally by a good number of landlords, and we feel sure it will be the means of perpetuating the good feeling that has always characterised the relation between landlord and tenant in our land.

"Trusting and praying that you may see your way clear to comply with our present urgent request,

"We are,
"Dear Sir,
"Yours respectfully,
"DAVID EVANS,
"ENOCH JONES."

All the tenants, as I said before, with the exception of one, promised to sign it. When it was taken round, however, all refused, except David Evans, Pwllyrheirn, and myself. We both signed it, and sent it in to Mr. Fitzwilliams. The first Sunday after that I met him, and he informed me he would not return anything to us: he would make no difference on the estate.

According to my agreement I was to pay 10 per cent. for all new buildings done at my request; therefore, I did not ask for any. My landlord had often been at me to have them, but I put it off. However, he agreed to reduce the interest to 6 per cent., and cattle sheds and other sheds were built; also pigstyes. I refused to build until he threatened to take away part of the land from me.

I did a lot of repairs and improvements to dwelling-house and outhouses at my own expense, though he supplied some of the timber. He also supplied the milk-pans (stone) to fix in the dairy.

I pulled down some 1,000 yards of fencing at Mr. Fitzwilliams' request—that it might be more convenient for him when crossing my land.

Mr. Fitzwilliams never considered my interest and convenience. The first week I went there I found one morning his cart carting stones across my grass field to build a fence, which was continued for several days. I remember these carted away again before I left, and this time in the middle of summer. The end of 1884, or the beginning of 1885, a road was cut out to haul timber through my seed field, without even asking me, nor did I receive any compensation for the damage done.

During the summer of 1887, when there was a great drought, a drain was cut across one of my fields, and pipes were laid, and all the water taken from that down to Cilgwyn, leaving my beasts without any. All this was done without even asking my consent. In the year 1892 my landlord's men cut up a good deal of another field of mine whilst trying for water.

During my 26 years of farming life, I received four 'notices to quit,' and an advancement in rent each time, or leave. Another time Mr. Fitzwilliams took some land from me to give to another man, without notice even. If I refused I should have probably received one in due time, and have to quit: in fact, the agent said I should have it in due course if I refused. I gave in at once. With the loss from rabbits,

Chairman—continued.

the loss through foxhunting (here I beg to produce some short notes I made of foxhunting over Blaennant during the season, showing imperfectly the trouble and worry, as well as the loss to me, through this sport alone), the numerous 'notices to quit,' strict agreements, and the constant harassing, I was pretty nearly tired of my life. (*The notes were produced.*)

Mr. *Richard Jones.*

44,449. Are they taken from a local paper?—Written down at the time.

Chairman.

44,450. They were made when the hounds came across your holding?—Yes.

Whilst at Penbeilybach I was in daily fear of having my rent raised; at Blaennant daily fear of being ejected.

At last I made up my mind to try and get a place, however small, which I could call my own. When my landlord heard I had bought the place I live in now, he presented me with a 'notice to quit' and a letter, which I produce. (*The documents were handed in.*)

44,451. Are these the notices to quit?—Yes, the notices to quit and the letter.

44,452. This letter had better be read, I think. It is as follows:—

"Cilgwyn Estate Office,
"Emlyn, South Wales,
"DEAR SIR, "12th September 1892.

"MY reason for giving you notice to quit your farm at Michaelmas 1893 is, that you having, as you told me, bought a freehold and having to raise money on mortgage, will probably have to withdraw your capital from working my land.

"Unless you have proper security that you will work Blaennant advantageously I do not think it advisable to re-let the farm to you.

"Yours truly,
"CHAS. FITZWILLIAMS.

"Mr. Enoch Jones,
"Blaennant, Emlyn,
"South Wales.

"P.S.—I wish you success, but am bound to see to my own interest, otherwise I am sorry to part with you.

"C. F."

The notice to quit says, "You are hereby "given notice to quit and deliver up the farm "and land."

[*Statement continued.*]

Last April I met the agent, and he informed me that the rent of Blaennant for me was 270*l.*, but it was rented to an utter stranger for 46*l.* per annum less than I paid—another entered into my labour.

44,453. They asked 270*l.* of you?—Yes.

44,454. As against 220*l.*?—As against 220*l.* which it was before. There is one thing that would explain this matter, and it is this. It was because I had taken some extra land. I took in some more land two years after the

Chairman—continued.

first taking, and that accounts for the advance in the rent.

Mr. Fitzwilliams has said more than once that he would rather reduce the rent to strangers than to the old tenants. I may say that the third tenant is already at Penbeilybach. He rents it now for 75*l.*, but, I believe, only paid 70*l.* last year.

I have bought my experience dearly. I have no hesitation in saying that it is out of the question to farm to any profit when tied down by strict agreements, and in continuous fear of an advance in rent or eviction, and when harassed in different ways. I still believe it would be better for farmers to live as tenants, provided they are adequately protected by law. Nothing but security of tenure, fair rents, and compensation for improvements can give us that. I can assure you, gentlemen, that there is a very strong desire in the country for such a law.

44,454A. I suppose this is what you complain of in the agreement: "The landlord "agrees to let and the tenant agrees to take "from the 29th day of September 1881. all "that messuage or farm house and farm with "the several fields, closes, pieces or parcels "of land, outbuildings and cottages thereunto "belonging commonly called and known by the "name of Blaennant, situate in the parish of "Llandyfriog, in the county of Cardigan, containing together by admeasurement (exclusive "of woodlands) 212 acres 3 roods and 25 "perches, or thereabouts, and more particularly "described in the map annexed to these presents "and therein coloured pink. To hold the same "for one whole year and so on from year to "year until it is determined at the end of the "first or any subsequent year by either party "giving to the other six calendar months' "previous notice in writing at the yearly rent of "220*l.* payable quarterly on the 25th day of "December, the 25th day of March, the 24th "day of June, and the 29th day of September "in every year, the first payment to be "made on the 25th day of December next, "and the last payment to be made in "advance one calendar month before the expi-"ration of the tenancy, and *at such further "rent as shall be equal to* 10*l. per centum per "annum upon all money and expenses which "may be laid out or incurred by the landlord at "the request of the tenant in or otherwise inci-"dental to the erecting of any new building* or "the improving of existing buildings on or in "under draining the said premises, such last-"mentioned rent to commence and be payable "from the quarterly day for payment of rent "which shall happen next after the day on "which any moneys or expenses shall be laid out "or incurred as aforesaid."

Mr. *Vincent.*—That 10 per cent. was reduced to 6 per cent.

Chairman.

44,455. Yes. I might repeat that; you never asked for any improvements when 10 per cent. was demanded?—No.

Chairman—continued.

44,456. Mr. Fitzwilliams had to come down to 6 per cent.?—I did not ask him to do that.

44,457. You did not ask him to do that, but he came down to 6 per cent. and then some improvements were made on those terms?—Yes, my Lord.

Sir *John Llewelyn.*

44,458. When did you leave Penbailybach?—In 1882. That is when we finished at Penbailybach.

44,459. You say that there was a request to repair and consent by the owner to do improvements on your defraying all expenses?—No, it was not like that.

44,460. These are the words I have here?—Penbailybach you refer to, I think?

44,461. You say in your statement: "I had "often requested them to repair it and at last "they consented to do so on condition that I "was to defray all expenses which would be "allowed to me in future rents?"—That is so.

44,462. Did you defray all expenses?—I did.

44,463. What did they amount to?—Between 160*l.* and 180*l.*

44,464. Did you get nothing of that when you went out of the farm?—I was paid the carriage; I was allowed the haulage.

44,465. What was that?—About 17*l.*, but I was not paid the carriage in respect of the buildings that I had put there before.

44,466. Do you consider you were out of pocket in respect of permanent improvements?—Not much, only the trouble. It was not a proper time in the year to build.

44,467. I do not know whether you clearly understand me. How much money were you out of pocket in respect of permanent improvements?—They were their improvements, not mine.

44,468. Were the expenses allowed out of the future rents?—Yes.

44,469. Did you ask Mr. Fitzwilliams for an abatement?—Only the memorial that we sent to him.

44,470. Would you have been satisfied with your landlord if abatements had been made?—Yes, because I wanted it, of course.

44,471 Then you are not dissatisfied with the principle of abatements?—No.

44,472. You had no objection to the principle of abatements?—No, I had not.

44,473. How large is your present holding, Ffynondafalog?—About 93 acres.

44,474. You are a freeholder?—There is a little mortgage on it—a little money raised on it.

44,475. Do you think it would be a good thing if Government would lend money at a low rate of interest to enable men to be freeholders?—It would be very good for people who have bought their places too dear. I cannot say exactly, but I think it would be a very good thing for those who have bought their places at a high price.

44,476. You feel that you have got fixity of tenure now as a freeholder?—I do not quite understand.

Sir *John Llewelyn*—continued.

44,477. No one can turn you out of your holding now?—No, I can do just as I please now.

44,478. Who has to do the repairs; you have, I suppose?—I have.

44,479. Then you can do them to your own liking and whatever improvement you choose you can make?—They would not allow me to put a gate where I wished before, but I can put it now.

44,480. When you bought Ffynondafalog did you propose at the same time to retain Blaennant did you wish to keep both farms—both Ffynondafalog and Blaennant—when you went there?—No, not altogether.

44,481. Did you mean to keep a part of it?—No, I intended going to Ffynondafolog if I could not get a reduction in the rent of Blaennant.

44,482. You did not intend to keep both on at the same time?—No, I did not.

44,483. So that you and Mr. Fitzwilliams both thought the same thing that it was not desirable that a man should hold two farms?—I should think so.

44,484. It was nothing unreasonable in Mr. Fitzwilliams to give you notice under those circumstances when you had become a freeholder elsewhere?—No.

Professor *Rhŷs.*

44,485. When you left the other farm where you paid 95*l.* rent, who took it after you?—I cannot say.

44,486. How long did the tenant stay there?—Two or three years.

44,487. Have there been many tenants there since?—The third is there now after me.

44,488. Three tenants in how many years is that?—It is 12 years since we left Penbailybach.

44,489. Then it is three tenants in 12 years?—Yes.

44,490. Do you know why the other tenants have left?—The first and the second failed, I believe.

Professor *Rhŷs*—continued.

44,491. Was that because the rent was too high?—I cannot say.

44,492. Do you know at all what the rent is now?—I believe it is about 80*l.*, only that he had an abatement last time. It is about 75*l.* or 80*l.*, I cannot say which.

44,493. With an abatement last time, was that it?—Last time there was an abatement.

44,494. That is what you have heard?—Yes.

Mr. *Richard Jones.*

44,495. With respect to Penbailybach did you get any money in return for the buildings which you erected on that farm?—We built a shed and a cart-house; the landlord gave timber for the hedges.

44,496. Did you get anything for the shed and the carthouse?—No.

44,497. So that really you had to pay for the shed and the carthouse, and your rent was advanced, while you were there, 27*l.*?—Yes, according to that.

44,498. Is it customary to let farms by tender on Mr. Fitzwilliams' estate?—All I know is that I was told by the agent to send in a tender for it.

44,499. Are we to understand that it was advertised to be let by tender?—I did not say it was advertised. I know nothing about that. Pengelli on the same estate was advertised.

44,500. I take it that what you mean is this, that it was to be let to the highest bidder?—That is what I understood, and by tender.

44,501. To go back to this Penbailybach farm, have you the receipts for the rents which were claimed by the lawyers?—They are here.

44,502. Because you say in your statement, "I have received some lawyer's letters for rents which had already been paid." (*Witness produced letters.*) Had you paid the 7*l.* 12*s.* 4*d.* which is claimed?—Yes.

44,503. Does this often occur that landlords reduce the rents to new tenants?—Yes, I think so.

The witness withdrew.

Chairman.

44,504. Is there anyone in the room representing Mr. Fitzwilliams?—(*No response.*)

Some witnesses' names were here called in order that their evidence might be taken in the second Court, amongst which was the name of Mrs. Margaret Jenkins.

Dr. *Enoch Davies.*—Maggie Jenkins has sent word to me this morning to say that she is afraid to come forward.

Chairman.

We have been informed that a witness has stated to Dr. Davies that she is afraid to come forward.

Dr. *Enoch Davies.*—I received a message to that effect.

Chairman.

You received a message that she was afraid to come forward.

Dr. *Enoch Davies.*—Yes.

Chairman.

It cannot be too well known in the county of Cardigan that the Commissioners are unanimous on one point and that is to afford all protection to witnesses, and if any case of intimidation or stopping of witnesses comes before our notice we are unanimously resolved to act up to the strictest letter of the law. That cannot be too widely known, and I hope that every gentleman in the room will scatter that information wherever he goes.

Mr. Samuel Jones called and examined through an interpreter.

Chairman.

44,505. You live at Cwmbarre in the parish of Penbryn?—Yes.

44,506. How far is that from here?—Seven miles, my Lord.

44,507. Is this your statement? Has it been examined by Professor Rhŷs, and is it correct?—Yes.

44,508. It is accurate? Do you vouch for it in every particular?—Yes.

[*The following statement of the witness was read:*]

I am 72 years of age. I commenced farming on my own account 44 years ago, on a place called Baily, on the Pentre Estate, as a tenant from year to year, and no agreement of any kind. Had to haul for new buildings the first year of my tenancy—carried timber all the way from Pentre, and the slates from Cardigan. I had to pay even the turnpike gates. Spent 10 years of my life here, and left much labour behind me—no compensation. I left in order to get a larger and better farm. I took Cwmbarre, where I live at present, of my father-in-law, who had a lease on it. I paid him 40*l.* a year for it—the acreage is 100, and it is mixed land—5 acres only of permanent meadow land. The lease expired in three years after I went there, and I rented the farm of Mrs. Brigstocke, at an advance of 20*l.* per annum.

I asked a gentleman of position in the neighbourhood to go down with me to Blaenpant to rent the farm. I took it on condition I was to have new buildings when I desired, and no advance in rent when they were built. I worked hard here, and most of the time I had two or three children assisting me. There were 20 acres of boggy land here, which I drained all at my expense—built 70 perches of new fences.

Late in the autumn of 1868 Mrs. Brigstocke called herself to see me. She talked very pleasant to me about the buildings and other things. I told her I would rather wait another year or two before building, and that was agreed upon. In course of nine days after this Mr. George, the agent, called and informed me that he had to call by order of Mrs. Brigstocke, to ask me to vote for the Conservative candidate, Mr. Vaughan. I was requested to join the other tenants of the estate at Blaenpant at breakfast at 8 a.m. on the morning of the poll, and then drive all together to Cardigan to vote. I told him I could not possibly vote Tory after having professed Liberalism and Nonconformity all my life. I voted for the Liberal candidate. In March I received 'notice to quit.' In May following I received a letter from Mrs. Brigstocke, telling me to go down to Blaenpant, and I went, and took the same gentleman with me this time, a Mr. Morris, who had been so well received at Blaenpant when he came with me the first time. On arriving at Blaenpant Mr. Morris was refused admittance to the house, and as it was a very wet day he had to take shelter in the stable. This was a very bad omen. When I was shown in to Mrs. Brigstocke's presence I was immediately told by her that my rent was to be advanced by 13*l.* per annum. I tried to reason with her, saying that this advancement was entirely on my own improvements, and that the place was already very dear enough. I was informed that those were the terms if I wished to have it. I then told her I would rather go away if she would kindly allow what was fair, and no more, for my improvements. She said, 'No, and if you do not want it you may go.' I felt I had no alternative but to take it. I have paid the same rent ever since. I had to haul everything to build dwelling-house, back kitchen, stables, cart-house, and pigstyes. I put water-power to turn the machinery, and again built 45 perches of new fences. When all was pretty complete, I was informed that my place was to be sold by private contract. I asked her to allow me to buy it. She flatly refused. It was sold to another gentleman; and I have no hesitation in saying that at least 300*l.* of my money was left in the land. Cwmbedw, Glanceri, and my farm are the same on the rate-book, and have been for years. Their rents are 50*l.* and 47*l.* respectively, whilst my farm has been since the election of 1868, 73*l.* This last advancement has completely broken my heart. I consider I have paid since then close upon 400*l.* more than I ought to. I should be a poor man to-day only for the labour of my children and the little private property my poor wife had.

Farms are generally too high in rent to meet the rate of farm produce these days. I consider we should have protection from the harsh treatment some farmers like myself have received. There is a strong desire for security of tenure, fair rent, and compensation. We have no heart as things are, to work on the land; therefore, the land is not cultivated as it should be, and the farmer suffers in consequence. This, with the state of the market, have brought many of us to very straitened circumstances. We look patiently to the British Parliament for better laws as to land tenure.

See 44,272.

Professor *Rhŷs.*

44,509. You say that you consider you have left 300*l.* of your own money in the land?—Yes, and more too.

44,510. And that you have been paying for some years 13*l.* too much?—It was more than that.

44,511. For how many years did you pay those additional 13*l.*?—Since 1869. It was raised in 1869.

44,512. Then that would make how much? Have you calculated it?—No.

44,513. It would be over 300*l.* anyhow?—Yes, for 24 years.

Professor *Rhŷs*—continued.

44,514. No, I think not. It is over 300*l.*?—Yes.

44,515. Then that with the money which you consider you have left in the land would make over 600*l.*?—Yes.

44,516. Do I understand you to mean that you consider that you are to that extent out of pocket on that farm?—Yes, and I ought to have had interest for the money that I paid. I ought to have had that back in interest. She raised the rent and I got nothing for my work, and I ought to have had interest for the money that I left there. When I took it she said she would leave me there, and that she would not disturb me in any way while I was there. I could call a witness to prove that if necessary.

44,517. Do you mean a witness who heard that promise?—Yes.

44,518. Who was the witness?—Samuel Morris.

44,519. That was the gentleman you took with you to see Mrs. Brigstocke?—Yes, he was there with me twice.

44,520. Is he here to-day?—No, his paper is here.

44,521. I should like to hear that paper read if it bears upon the question. (*The witness produced the document referred to.*) Is the gentleman alive now?—No, he is not alive.

44,522. I misunderstood you. I took it that he was alive. Is that paper in English or Welsh?—It is in English.

Professor *Rhŷs.*

Might we have it read, my Lord?

Chairman.

Certainly. It is a letter addressed to the editor of the "Welshman," and signed by Mr. Samuel Morris.

Mr. *Richard Jones.*

It is rather interesting, and I think it bears on the case.

Chairman.

The letter is as follows:—

"The Alleged Political Evictions.

"To the Editor of the 'Welshman.'

"Sir,

"Will you allow me to offer a few "remarks in your widespread (and considering your Tory bias) impartial paper; they "may not be very palatable to you, or to a "section of your readers, but I shall endeavour "to state them in as inoffensive a manner as I "possibly can, consistently with telling the "truth, and nothing but the truth. In the "'Welshman' of last and previous weeks you "write in defence of Mrs. Brigstocke, who "has been charged with evicting Mr. Evans of "Penwernfawr for refusing to vote for Mr. "Vaughan at the last Cardiganshire election. "I have nothing to say in regard to that particular case, as my knowledge of it is imperfect,

Chairman—continued.

"but I beg leave to state a few facts bearing on "the defence which you are instructed to offer "for Mrs. Brigstocke. You say that Evans was "not evicted for refusing to vote, and you support "that assertion by stating that another of Mrs. "Brigstocke's tenants voted for Mr. Richards "and that he was not disturbed. I have some "facts to state with regard to 'this other te-"nant' which, I think, ought to receive publicity. "Eight or nine years ago the father-in-law of "this 'other tenant' died at a very advanced "age. He was born and bred on the farm, and "so were his father and grandfather before "him; he held it under an old lease for ten "pounds yearly rent, and he used to say that it "was offered to his ancestors 'tra para'r dwr i "redeg' (so long as water runs) for that sum. "The lease expired with him, and his son-in-"law, who lived in the place, went to Mrs. Brig-"stocke, accompanied by a friend, to apply for "it; they were received very courteously, and "it was let to him for sixty-five pounds a year, "five pounds more than he was willing to give."

Professor *Rhŷs.*

44,523. That is yourself?—Yes.

Chairman.

The letter continues: "But Mrs. Brigstocke "promised to make a new road to the upper "part of the farm, as well as build all that was "required at her own expense, without charging "extra rent; she also assured him that pro-"vided that he worked well upon the farm she "would give him every encouragement, and he "should never be disturbed by her. The man "did work as if it had been his own property; "he drained hundreds of perches filling them "with stones; he pulled down the zigzag hedges, "which covered acres of the best land, and "built new ones, converting the small enclosures "into square and good-sized fields; in fact, he "spent hundreds of pounds upon it in labour, "and I have heard that his landlady and her "agent should say that he was the best farmer "on the estate. Things went on very pleasantly "until the last election when he refused to vote "for Mr. Vaughan and voted for Mr. Richards; "he deemed himself more free to follow his own "convictions as he had a small freehold property "of his own. Last March he received notice to "quit, Mr. Blathwait was sent to revalue the "farm and the rent was advanced to 73*l.* a year. "These are the facts of the case, and I leave "you and your readers to draw your own "conclusions from them. Should any one con-"descend to notice this letter let him do so "openly, for anonymous writing on such "questions as these is cowardly and worse than "useless.

"I am, Sir,

"Yours sincerely,

"Samuel Morris.

"Rhyd-lewis, Newcastle Emlyn,

"Jan. 20th, 1870."

Professor *Rhŷs.*

44,524. So your rent was raised after a valuation?—Yes.

44,525. But you think it was too high before?—Yes, if it had not been for the children that I had working upon the farm I should never have been able to pay for it.

Sir *John Llewelyn.*

44,526. Are you in Cwmbarre still, Mr. Jones?—Yes.

44,527. Has the rent been altered since 1868?—No, I tried several times, but they refused.

44,528. Have you a lease?—No, I have not a lease.

44,529. Have you an annual tenancy?—Yes.

44,530. Have you had any abatement?—No, I asked for 5*l.*, but she refused; she would not give me a shilling I asked for—I asked her to reduce it, at least I asked her if she would give me a shilling and she refused.

44,531. Has Mrs. Brigstocke sold this property?—Yes, it was sold two years last spring, and so was my work and all.

44,532. To whom was it sold?—To Dr. Powell.

44,533. But the rent has not been raised?—No, they could not raise it very much.

44,534. Have you a freehold property of your own in addition?—My wife has got a little freehold property.

44,535. It still belongs to your wife?—Yes.

Chairman.

44,536. The following questions are put in by Mr. Vincent: "What grounds have you for "saying that the re-valuation and rise in rent "were for political reasons?"—Because everything was so comfortable until that day, and she told me that I was the best farmer on the estate, and she promised that she would not raise the rent at all while she lived. I should not have drained at all if it were not that I thought I should have peace and quietness there.

44,537. "Was it not the fact that the rise was made on the understanding that Mrs. Brigstoke would do the following repairs?"—No.

44,538. I will read the repairs which are referred to: "Re-roof the dwelling-house; re roof the barn, rebuilding some of the walls"?—The barn was to be new altogether.

44,539. "Building new cattle shed"?—I know.

44,540. Does "I know" mean "yes" or "no"?—Yes, it is quite right.

44,541. "Building new pigstyes"?—Yes.

44,542. "And rebuilding part of the stable"?—She built the whole of the stable and moved it.

44,543. "Was it not the fact that the rise in the rent was made on the understanding that those repairs should be done"?—No, it was not the understanding at all; she was the nicest lady in the world till within a week of the election.

44,544. What is the answer to this question: "Was the rise made on the understanding that "these repairs should be done or not"?—When I took the place first of all the buildings were all to be new. Mr. Morris was with me when I took it. Mr. Morris' letter says so.

44,545. A question from the chair: The understanding was when you took the farm that all these repairs should be done at that time?—Why did she want to send Mr. Blathwait to value my property if that was to be so?

44,546. Do I understand you to say that when you took the farm it was understood that these repairs were to be done?—Yes, it was without any right at all.

44,547. Were all these repairs done?—Yes nearly all. I had to build two sheds myself and they were sold last year. I had to pay for two beams myself and she took them; she did not make any allowance at all for them and the place was sold. I could not get any timber from the estate. I had to pay for them myself and she refused to give any timber from the estate.

44,548. Mr. Vincent's questions continued: "Have you not received an allowance during all the bad times"?—I had half the tithe allowed me and that was all—like all the others.

44,549. "Was the reduction formerly of 10 per cent"?—I did not get it.

44,550. "Did you get a reduction afterwards of the tithes which are equal to 10 per cent."?—No, I did not, only the vicar's tithe and I did not get it back—the clergyman of the parish.

44,551. "Did you more recently get 15 per cent. as well as the tithes"?—No, my Lord.

44,552. "In fact 25 per cent. altogether"?—No, I had left her then.

Chairman.

44,552A. "Was it not the fact that 43 acres of the farm was undivided land of which one moiety belonged to the purchaser?"—I am afraid you will not understand that question.

Sir *John Llewelyn.*

Would you put it in this way: Whether the man who bought it had an interest in the land before he bought it?

Chairman.

44,553. Did the man who bought the land have an interest in it before he bought it?—Yes, there were 40 acres which belonged to a joint owner.

44,554. Mr. Vincent's questions continued: "Was not an allowance of 5*l.* a year made to "you in respect of draining for five years from "1865"?—No, she did not do any such thing. She allowed 5*l.* of the 65*l.*, which was the first year's rent. There was an abatement of 5*l.* See 44,635–44,643A.

Professor *Rhŷs.*

44,555. You say that you have left a large sum of your money in the land?—Yes.

44,556. Are you still clear about that? I think you said that she did the repairs?—The

Professor *Rhŷs*—continued.

improvements were all done by me, and I hauled the goods and materials for the buildings myself.

44,557. You did all the hauling?—I did all the hauling.

Professor *Rhŷs*—continued.

44,558. And ditches and hedges?—Yes.

44,559. How much do you reckon all that would come to?—I could not do it for less than 300*l.*

The witness withdrew.

Re-examined 44,641A.

Adjourned for a short time.

Mr. Grismond Saunders Davies called and examined.

Sir *John Llewelyn.*

44,560. What is your address?—Pentre Estate Office, Boncath.

See 44,293–6. 44,561. Will you kindly give us your evidence?—I should like to explain to you, before I commence my general evidence, about the agreement which Dr. Davies handed in this morning with regard to contracting out of the Agricultural Holdings Act of 1883. In 1885 when I took over the management of the estate I certainly put that clause in and I confess it was through ignorance. In 1889 when we altered the arrangements with the tenants and merged the tithe into the rent I altered the agreement and scratched out the "1883" and told my clerk to send it to the printers. He did scratch the "1883" out, but the printers put it in. I have absolutely no objection at all to the Agricultural Holdings Act of 1883, but still when I came home I found that many of the agreements were signed and had gone to the Stamp Office, and as the Agricultural Holdings Act is more or less what I call a dead letter here and is never resorted to I left the agreements as they were.

44 562. You are aware that the contracting out is illegal and that you cannot do it?—Yes, perfectly.

44,563. Except so far as the 33rd section of the Act is concerned?—Yes.

44,564. So that it was a clerical error you say?—A printer's error.

I act as agent to the Pentre estates in Pembrokeshire, Carmarthenshire, and Cardiganshire. In Pembrokeshire they consist of 2,819 acres; in Carmarthenshire of 1,595 acres; and in Cardiganshire of 1,881 acres. The average rent of all the farms per acre is about 12*s.* 7*d.* The entry is at Michaelmas, although I personally wish it was at Lady-Day. Tenants I find will not take leases during bad times. As to agreements a copy is produced which has already been put in and of which I have not got another copy with me. I lent it to Dr. Davies to substantiate the copy that he put in. He put in a written copy of the agreement if you remember.

The rent is generally fixed per acre on a valuation. I always like to inquire into the tenants' means before letting them a farm. The last valuation on the Pentre Estate was in 1867, and abatements of 10 per cent. have been given during the last year of which I have sent out notice when I noticed them for the rents. The tithes are paid by the landlord; they are merged into the rent. Land-tax and rates are paid by tenants and income-tax, Schedule A., by the landlord, and Schedule B. by the tenant. The size of the farms is from 10 to 200 acres. There is no consolidation and labour is rather scarce. There has been a good deal of arable land laid down to pasture at the tenant's expense which has caused probably the foreign importation of corn. With regard to improvements the landlord does all the building and supplies gates and posts, in many cases the tenants erecting gates and posts and in some cases the landlord doing so. In several instances when I have had vacant farms I have taken tenants on the recommendation of other tenants.

Sir *John Llewelyn*—continued.

44,565. A very important question arises out of that, I think; that is whether any money passes in those cases or not?—I do not think so; I do not think I have ever had a case where money has passed.

44,566. Of course being your brother's agent I do not suggest in any way that any money passes between the tenant and the landlord, but I mean as between the outgoing tenant and the incoming tenant?—I do not think so; it may be so, but I am not aware of it.

44,567. Have any suggestive cases come to your knowledge?—No, never.

44,568. Suggestive cases have come to my notice and I have always put my foot down upon it as much as I possibly could?—I have never had such a thing suggested to me.

44,569. Then that is sufficient. The words in your statement are these:—"In some cases "witness has taken tenants recommended by "outgoing tenant"?—Yes.

44,570. Is that outside of the same family?—Yes.

44,571. The ordinary custom would be that some one of the family succeeds?—I have had many cases the other way—the father going out and the son coming in.

44,572. Yes?—With regard to game, what game there is is preserved, but there is not much of it. The Ground Game Act is used and there is very little damage. Beating is not expected. In many cases the tenants send to me to tell me that the rabbits are doing them damage and I immediately send over the keepers to ferret and to keep them down as much as they can. In those cases we always give the tenant a certain number of the rabbits that are killed.

Poultry.—I think poultry keeping might be made a greater source of profit than it is. Railway rates are high. With regard to

Sir *John Llewelyn*—continued.

insurance there are some few cases where buildings are not insured at all, but the landlord always pays for the insurance except in the case of leaseholds. Probably in leaseholds there is a clause to the effect that the lessee should insure the buildings. In three or four instances on the Pentre Estate when we have had sales the tenants have purchased their holdings. I think that yearly tenants are better off than freeholders who have had the money to buy their holdings with. It is generally the case that the tenant farmers works very hard himself on his farm, he drives the plough, and in fact he works himself as a labourer. The wife looks after the house and the dairy, and the children work. I do not think I know of any cases where wages are paid to the children, but they have their clothes given them and they have occasional pocket money when they go to fairs or anything of that sort. As a rule they start them in life. With regard to labourers the single men are lodged on farm premises and the married in cottages. They are generally all fed by the employer. They feed in the house. The women servants sleep in the house and the men generally outside over some buildings in the yard. Cottages are held of the farmer. There is generally restriction for employment, but always for harvesting. The depression I think began in 1885 which was caused chiefly I think by foreign importations, and I think perhaps as a remedy that if manufactured goods were taxed it might help to relieve the depression. The relations between landlord and tenant I have found to be most friendly. I cannot quite agree with what has been said before, namely, that the farmers are afraid to go either to the agent or to the landlord. I find that plenty of them come down to me at home to see me there, where they can also see their landlord if they wish, and they very often do. But as for their being afraid to come I think they would simply scout the idea, that is, with regard to the estates that I look after.

44,573. That is so far as you know?—Yes. Upon improvements in the last nine years since I took over the management of the estates, we have spent 3,921*l.* There is one case where I have charged interest, and that was at a farm in the neighbourhood of Carmarthen town, where I have put up a cow-house at a cost of 170*l.* I was talking to the farmer one day, and I suggested to him that I had spent a lot of money there, and he offered to give me 2*l.* a year, which I accepted, for an outlay of 170*l.* The real contract price was 169*l.*

44,574. That was a very small per-centage upon the outlay of 170*l.*?—Yes, it was really nothing.

44,575. Is that the only instance?—That is the only instance where we have charged any per-centage upon buildings. That is in my own time; I cannot speak outside of my own time.

44,576. There is one question that I should like to ask you on my own account. That is, the Pentre estate has sold and has also bought

Sir *John Llewelyn*—continued.

a considerable amount of land, I believe?—Yes.

44,577. We had some evidence in Carmarthenshire when we were at Llandovery, as to the sale by Mrs. Saunders Davies, your mother and I think it was under power of attorney for your brother. Was it so?—Yes, that was so. See 39,272.

44,578. I should like to ask you one question as to what was done with regard to the sites for chapels that existed upon that estate?—We had two leaseholds of chapels; one in the parish of Myddfai, and the other in—I forget what parish; but there were two altogether, and at the time of the sale their leases were presented to them. We handed over the sites to the different congregations, and at the same time there was a debt of some money (I do not remember the sum) paid off on a school there.

Mr *Richard Jones.*

44,579. I think you say that the last valuation that was made on the Pentre estate was in 1867?—Yes.

44,580. Were the rents advanced then?—Some were advanced and some were reduced.

44,581. Has there been any alteration in the rents of those places since?—The only alteration has been in 1889, when we merged the tithe into the rent, and I may say in two other cases where the farms have been given up, the rent has been reduced.

44,582. The rents were not advanced from 1872 up to 1875 or 1876, during those good times?—No, not at all—not one of them.

44,583. Was it in the last year only that you have made abatements?—The last two half years.

44,584. Did you make no abatements in 1885?—No.

44,585. You state that the depression began in 1885?—Yes, I have no doubt it did begin then. It might have begun before, but I only came back from America then, where I had been in 1885, and I returned just before I took up the agency

44,586. I do not know what is the reason, but we have been told several times that the depression began in some parts in 1879, and in others in 1883?—Yes, I have heard that.

44,587. I suppose these depressions did not affect this part of Wales—Carmarthenshire and Cardiganshire?—They may have in 1879 and they may have in 1883, but I can only speak on my own experience as a land agent. It was before I took up the management of the property, which was in January 1885.

44,588. Do you think that really an abatement of 10 per cent. is adequate to meet the present depression?—I think so on our rents.

44,589. Have you had any applications for reductions on the estate?—None at all.

44,590. The tenants seem to be satisfied with their lot?—They are most grateful for the 10 per cent. that I have given them in the last two half years.

Mr. *Richard Jones*—continued.

44,591. But if they are very grateful does not that show to some extent the need of abatement?—I think if they really wanted it they would ask for it.

44,592. You think they are not too timid to ask for it?—I think not.

44,593. Do you get many applications for additional accommodation for the stock?—I have in one or two instances.

44,594. Of course you will acknowledge that more accommodation is required now than was formerly, say in times when corn was grown to a greater extent than it is now?—Certainly.

44,595. You have fairly met the requirements that are needed?—I have never refused a farmer a building in the last nine years.

44,596. Without charging any interest?—With the exception only of the case I told you of just now.

44,597. You say that you have accepted tenants who have been recommended by a tenant farmer. Unless there was something in the shape of goodwill why should an outgoing tenant be so anxious to appoint a successor?—In one case I can tell you of that was down near Eglwyswrw a man gave up his farm very foolishly, I think, and he went into Cardigan to start a public-house, he told me he must go, that he had no fault to find with the rent or anything else. He left his farm and he went into the town and I took his recommendation for the man who succeeded him.

44,598. Are you in a position to say that really the incoming tenant did not pay him something in the shape of goodwill?—I could not positively say so, but I do not think it

44,599. What do you say about the practice of giving goodwill. Do you approve of it?—No, certainly not.

44,600. You think that if a tenant gets compensation for any unexhausted improvements that is all he is justly entitled to?—I think that is all.

44,601. And that in the interests of the tenants themselves that is the best thing for them?—No doubt.

44,602. Do you make any provision for the breeding of poultry? Do you erect any poultry houses?—I have not done so because I have never been asked.

44,603. I suppose poultry keeping is not carried on to such an extent as to justify the erection of poultry houses?—It is not carried on in a very scientific way down here.

44,604. Are you in a position to say that tenant farmers since the year 1875, when you say the depression began, have started their sons in life with money that they have saved since 1875?—I do not know that it is quite that. When I say that they start their children in life we will say that a farmer has a daughter who is going to be married to another farmer's son, they will take a farm and they will on each side provide them with so much stock—help them to stock their holding.

Mr. *Richard Jones*—continued.

44,605. Do you think that they supply the stock with money that has been saved since the year 1875, or is it with the money that has been saved in previous good times from 1872 to 1876?—I really cannot say. They have the stock, but they may be overstocked themselves, and that would be a way of getting rid of it.

44,606. Do you find that tenant farmers really start life with sufficient capital?—A good many do not.

44,607. What is the cause of that; have you any idea?—I should say that we are short of money in the country altogether.

44,608. A result of bad times, of course?—Yes, of course, in a great measure.

44,609. What proportion does the expenditure on your estates bear to the income, are you in a position to say, Mr. Saunders Davies?—Do you mean the improvements—the buildings?

44,610. Yes?—About 12½ to 15 per cent.

44,611. You have worked it out?—Yes, I hope it will decrease as the buildings are put up, but at present it seems as if it will go on at the same rate for some time.

44,612. We have been told over and over again that the Agricultural Holdings Act is inoperative in this district. Is it because the machinery is too cumbersome and that there are too many pitfalls in it, or what?—I think not. I think the tenant farmers more or less know the provisions of it, but I have never had a case in my time of any tenant giving me notice of putting up a building or anything of that sort; he comes and asks for it, and in every instance I have given him permission.

44,613. Do you know of any claims made by tenant farmers for compensation for unexhausted improvements?—No, not one.

44,614. Not for anything except the tillages?—Except the tillages of course. They get the manure, the seeds, and everything from the incoming tenant, otherwise I do not know of a single case.

44,615. Of course we may conclude that really there is no claim to any compensation; that is, they do not make it?—I presume so; they do not make it, and they simply get paid for what they have put in the ground and what they have made on the ground.

44,616. What is the course usually adopted to settle the amount of the compensation?—In many cases it is done by arbitration. Sometimes I myself have taken it over personally and charged the incoming tenant the amount that was awarded in the arbitration.

44,617. The tenant appoints an arbitrator and you appoint an arbitrator?—Yes, he appoints a farmer and I generally take a farmer.

Sir *John Llewelyn.*

44,618. Is that a general principle that you would advise in arbitration?—I think so between the incoming tenant and the outgoing tenant.

Professor *Rhŷs.*

44,619. What is the usual succession of tenants on your estate; does the son of a deceased farmer usually get his farm?—He would always get it if he wanted it.

44,620. Or one of the nearest relatives?—Yes, or some relative in preference to anybody else.

44,621. In fact they are not disturbed?—They are not disturbed at all.

44,622. I have been asking questions here and there about servant men. I think you said that as usual they sleep in the loft of an outhouse?—Yes, generally.

44,623. Do they behave satisfactorily or do they go about the neighbourhood very much at night. There have been complaints in some parts of Wales that the farmers cannot exercise any control over them?—I think if a man is hardworking he is only too glad to get rest at night, but I cannot really tell you, I do not know.

44,624. You have not heard any complaints about that?—No, I have not; none at all.

Sir *John Llewelyn.*

44,625. The following question is handed in by Dr. Enoch Davies: "What was your rule in "adding tithes to the rent? Did you add the "minimum standard or maximum tithes"?—I took the average of 10 years and deducted 5 per cent. from that.

44,626. The following question is handed in by Mr. Bowen Rowlands, M.P.: "What is the "object of attempting to exclude the operation "of the Agricultural Holdings Act of 1883 in "the agreements between landlord and tenant on "your estate"?—I have explained that to you.

Sir *John Llewelyn*—continued.

44,627. That it was a printer's error?—That it was a printer's error. I am perfectly ready to accept the Agricultural Holdings Act of 1883. I must do so in fact.

Mr. *Richard Jones.*

44,628. Do you not think it was your duty under the circumstances to withdraw those agreements for fear of any misunderstanding?—Yes, perhaps you are right.

44,629. It was an error?—It was an error, but a lot of the agreements were stamped, and I paid for all the stamping of them. I have never had any discussion over them, and I have never had anybody refuse to sign an agreement on account of it.

Sir *John Llewelyn.*

44,630. Mr. J. E. Vincent asks the following questions: "Is there the slightest reason for "saying that any tenant on your estate has "ground for fear if he gave evidence"?—No, certainly not.

44,631. "Do you, in fact, believe personally "that any tenants are really afraid"?—I should be very sorry to think so on my account.

44,632. "Do you not believe that this allega-"tion of fear is an invention to cover absence "of evidence"?—No, I do not know.

44,633. You cannot say?—No.

44,634. Mr. Vincent's questions continued: "Has there not been another influence, which is "certainly not fear of the landlord, to prevent "Nonconformist tenants coming forward"?—I cannot say.

The witness withdrew.

Mr. C. E. Morgan Richardson recalled and further examined.

Sir *John Llewelyn.*

44,635. What is it you wish to state?—Mr. Chairman, I wish to rebut two statements made by Samuel Jones of Cwmbarre. I should begin by explaining that I am not Mrs. Brigstocke's agent and therefore I am at a disadvantage, but I have Mrs. Brigstocke's rent books here with me to-day. Mr. Samuel Jones made two statements to which I take exception. He told us that his rent was 65*l.* per annum, and that the whole of the draining was done at his sole expense, except that on one occasion he was allowed 5*l.* from one year's rent. I have Mrs. Brigstocke's rentals here, and I wish to refer to the books to show the actual payments.

See 44,554 and evidence of next witness.

44,636. Is Mr. Samuel Jones here?—Yes, he is present.

44,637. We will have your evidence interpreted to him?—He stated that his rent was 65*l.* and that he had only an allowance from that in one year towards his draining. Then I have the rental book here before me and I find that at Lady Day 1865 the rent was reduced to

Sir *John Llewelyn*—continued.

30*l.*, and in the rental book there is a memorandum as follows: "Rent reduced to 60*l.*—"paid also 1*l.* 14*s.* 7*d.* for bills in draining—"with part of 5*l.* to be allowed in draining bills." That is Lady Day 1865, and at Michaelmas 1865 I see that he paid the 30*l.*, and there is a note here: "Balance of allowance of 5*l.* for "drainage." At Lady Day 1866 the rent is still reduced to 30*l.*; the draining still continuing, at Michaelmas 1866 the rent still reduced to 30*l.*; Lady Day 1867 the rent still reduced to 30*l.*; Michaelmas 1867, the rent still reduced to 30*l.*; at Lady Day 1868 the rent still reduced to 30*l.*; at Michaelmas 1868 the rent still reduced to 30*l.*; and this was after the election I might add. Lady Day 1869 the reduction is still made of 5*l.*, and at Michaelmas 1869 a reduction again made of 5*l.*, the rent remaining at 30*l.*; total 25*l.* allowed towards draining. That was the first statement.

44,638. The explanation is that in those various reductions that you have read out the

Sir *John Llewelyn*—continued.

total amount of reduction is 30*l.* on account of drainage?—25*l.* I make it—it covered five years, I think.

44,639. Upon a rental of 30*l.*?—Upon a rental of 65*l.* a year, the rent was reduced 5*l.* a year for five years. Then there was another statement made, namely, that he never had any abatement from his landlady, with the exception of a small item for vicar's tithes which might have been paid in one year. Since lunch I have gone through Mrs. Brigstocke's rentals. I have already explained to you that I am not her agent, and I am unable to give the information without referring to these books, but I have gone through these books, and I have extracted the following items of abatements made to this tenant: Lady Day 1886, 15 per cent., 9*l.* 2*s.* 6*d.*; Michaelmas 1886, 1*l.* 10*s.*, which was only 5 per cent.; Michaelmas 1887, 7*l.* 5*s.* 8*d.* Afterwards I find that Mrs. Brigstocke gave to all her tenants the whole of the tithes, rectorial and vicarial, making only one condition, that they produced the receipts upon the rent day. The tenant does not appear to have paid the lay tithes, he was

Sir *John Llewelyn*—continued.

only allowed at the rent day on most occasions the vicarial tithes, but on one or two occasions the lay tithes were allowed to him, although he does not appear to have paid them on the ground, as it appears in the margin of the rent book that the lay rector had not yet called for his tithes. I find that the actual cash allowed beginning in 1888, was vicar's tithes, 1*l.* 14*s.* 10*d.* at Lady Day 1888; Michaelmas 1888, 3*l.* 13*s.*; at Lady Day 1889 the whole tithe, including the lay tithe, was paid, 4*l.* 6*s.* 6*d.*; and at Michaelmas 1889, 1*l.* 13*s.* 6*d.*; Lady Day 1890, 1*l.* 12*s.* 3*d.* That, unfortunately, is the last rental book I have here, I do not know whether the tenant continued a tenant of Mrs. Brigstocke after that date or not.

44,640. The following question is handed in by Dr. Enoch Davies: "Did Samuel Jones get any "abatements or allowance for improvements "after 1869?"—I have already explained that I am not the agent, and I have only taken those items from the rent books. I know of nothing more than I have already stated.

44,641. Not of your own knowledge?—Nothing of my knowledge.

The witness withdrew.

Mr. Samuel Jones recalled and further examined through an interpreter.

Sir *John Llewelyn.*

44,641A. I will now call upon the shorthand writer to read the evidence which has just been given by Mr. Morgan Richardson, and the interpreter will translate it sentence by sentence to the witness.

[*The shorthand writer read the answers given by Mr. Morgan Richardson to Questions* 44,635, 44,636, 44,637, *and* 44,638, *which were interpreted to the witness.*]

See 44,554 and 44,635.

44,642. Do you admit that is true or not?—No, I never got a penny of it. I was never allowed 5*l.* except that 5*l.* which I was forgiven, and there is the drainage since the election in 1868. She only reduced the rent. Mr. George would have said the same thing if he was alive to-day.

I said that I had paid 65*l.* for one year, but I was forgiven the 5*l.* afterwards; I was not allowed the 5*l.* that I paid for drainage afterwards—not a penny.

She never gave me 14*d.* She never offered them to me—she only gave the 5*l.*

She only gave me the 5*l.* She will not face me; she cannot say such a thing. Why should

Sir *John Llewelyn*—continued.

she value my farm if she were allowing that money continually to me?

Professor *Rhŷs.*

44,643. How much were you paying then?—I never paid the 5*l.*; it was 60*l.*, except one year. It was raised in 1869, 13*l.*

The shorthand writer then read the answer given to Question 44,639, *which was interpreted to the witness.*

Sir *John Llewelyn.*

44,643A. Do you admit that?—There was no allowance for work. She paid nothing for the work that I had done.

I have never had a penny of it except half the tithe. That was about six years ago.

I only received half the tithe; I did not pay Mr. Price tithes, so that I suppose she gets it back.

Sir *John Llewelyn.*

Mr. Richardson, you will put in the books showing the abatements of rent.

Mr. *Richardson.*—I will put in the rent books if I may.

The witness withdrew.

Mr. Simon Davies called and examined through an interpreter.

Sir *John Llewelyn.*

44,644. You have been through your evidence before Professor Rhŷs, have you not?—Yes.

44,645. Is it correct?—There is much more to be added, but as it is down it is all right.

[*The following statement of the witness was read*:]

Sir *John Llewelyn*—continued.

Evidence of Simon Davies, of Aberarthen, in the parish of Penbryn.

I have been farming all my life, and I have spent my life in this district. I wish to speak chiefly on the uncertainty of tenure, and the

Sir *John Llewelyn*—continued.

unsafety of the Welsh farmer's capital when he puts it on the soil.

I lived 55 years at Pantybettws, on Sir Pryse Pryse's Gogerddan's Estate. Pantybettws measures 210 acres, for which my father before me paid 105*l.* He had a lease on it. I rented it of my father for the same rent, and when the lease expired (20 years ago), I rented it of Sir Pryse Pryse, but at an advance of 25*l.* per annum.

I spent a very active life here, and worked very hard to improve the farm, as I flattered myself that I was equally as safe on my farm as if I owned it myself. I well remember Mr. Davies, of Cardigan, who was then the agent, telling me that the Gogerddan tenants were as safe in their tenures as if they were freeholders.

I wish here to give some particulars of the improvements I did during my tenancy. I drained altogether some 667 perches.

	Perches.
In Parkcilfargen I drained -	35
„ Parkffynon „ -	37
„ Parkmain-uchaf „ -	160
„ Parkclôsglâs „ -	110
„ Parkgwair-uchaf „ -	25
„ Parkgwair-mawr „ -	154
„ Parktywyll-bach „ -	36
„ Parkglanyrafon „ -	65
„ „ „ -	45
Total number of perches -	667

I built three new fences. One was 28 perches and I put white thorn in it. This was alongside part of the road to the house. I put the cost of this at 10*s.* per perch. I enclosed some fields, and built 30 perches of new fences here. I built 10 perches another time. I estimate the cost of these 40 perches at 3*s.* per perch.

I made three new roads to the house. The first led to Bettws Church, and was 300 yards long. Another led to the Glyn road, and was 400 yards long. The third led to Pilbach road, and this was also 400 yards long, making a total of roads 1,100 yards.

I put up 12 gates, with stone pillars each side, and rounded off the fences with dry wall. I put up six more, with one stone post rounded off the fence, the same as before. I put up four more with oak posts. I consider 22*l.* a small sum for these.

I made three ponds to collect water enough to work all the machinery by that power, cut a pit for the wheel 8 feet deep, and the outlet for water, all in solid rock. These cost me, 70*l.*

I hauled towards all the buildings, and, if you will allow me, I will give a few particulars:—

The total number of perches built are 654. Two loads, *at least*, of stones will go to each perch. Therefore, I hauled 1,308 loads of stone. When the barn and cowsheds were built I had to carry water half a mile away to mix all the mortar, owing to drought. I hauled 10 loads of pebble stone from the beach, 11 miles away, for flooring stables; 10 loads of surface-stones for cow-sheds; 30 loads of flagstones (paving) from Kilgerran, a distance of 9 miles; 12,000 slates, hauled from Aberporth and Llangranog the former three miles away and the latter five miles; lime was hauled from Aberporth; all the timber was from Cardigan, a distance of nine miles; and the sand was a mile distant. I had to pay all the turnpike gates out of my own pocket.

Sir *John Llewelyn*—continued.

It took me and my men two weeks to open up the quarry. I had to give all the men whom Sir Pryse Pryse paid their "Gwlyb." This is an old local custom. About the year 1877 Mr. Davies, of Frood Vale, came round to value the estate, and my rent was raised in consequence to 178*l.* (receipt produced). I paid this heavy rent for two or three years, but I could see it was a hopeless job to try longer, and I told the agent so. I said that after all my trouble and labour and money put out I must leave, unless the rent was reduced, and it was reduced to 140*l.* (receipts produced). In 1881 Mr. Francis, an auctioneer from Carmarthen, came to value again, preparatory to the estate being sold. In the year 1882 my farm was put up by public auction in this very room and withdrawn, as the highest bid was not up to the reserved price. I afterwards offered 4,000*l.* for it privately. It was put up again in a year or two, and I made a bid of 4,040*l.* for it, but it was knocked down to *a stranger* for 4,050*l.*, only 10*l.* more than the tenant who had spent years to improve the farm, who had hauled all for the buildings, and who had, I venture to say, 800*l.* sunk in the place; yet my claim was set aside for the paltry sum of 10*l.*

This is the experience of very many tenant farmers on the Gogerddan Estate. We were encouraged to farm well, to haul for new buildings, &c. The agent (Mr. Davies) told me when I spoke to him about some agreement about compensation for haulage if I lost the farm at any time, 'Once on the Gogerddan Estate, always there"; and I believe that had been the case long ago. Yet many of us saw our labour and capital put up for sale by Mr. Francis in this very room, and knocked down to the highest bidder, Sir Pryse receiving the benefit. In fairness to the head agent, Mr. John Vaughan Pugh Pryse, I ought to add that he gave me the handsome sum of 5*l.* as compensation when I had to turn out. I could not legally claim a penny; the custom of the country nor the law of the land does not give us anything. I may venture to say that there is a strong and a unanimous desire amongst farmers that Parliament should as soon as possible consider our grievances and pass an Act to make it impossible for such a case as mine to be again repeated. From the want of such an Act farmers suffer, the farm labourers suffer, and the consumers suffer. The land does not produce what it ought, and will not until some drastic changes are made in the law of land tenure.

Sir *John Llewelyn*—continued.

Here I beg to submit a table of all I have done, and the cost of some things. I cannot estimate the cost of all, such as food to the workmen of Sir Pryse Pryse, and the haulage, &c.:—

	£	s.	d.
Drains—667 perches, 200 at 2*s.* 2*d.*, 200 at 2*s.* 6*d.*, 267 at 2*s.* 10*d.* - - -	—		
Fences—28 perches, new, at 10*s.*	14	0	0
„ 40 perches, new, at 3*s.*	6	0	0
Roads, new, 1,100 yards at -	—		
Gate-posts, &c. 22 yards at 20*s.*	22	0	0
Ponds (three new ones), water-wheel, pit, &c. - -	70	0	0
1,308 loads of wall stones -	—		
10 loads of pebble stones -	—		
10 loads of surface stones -	—		
30 loads of flags (paving stone)	—		
12,000 slates - - -	—		
All timber, sand, &c. - -	—		

Professor *Rhŷs.*

44,646. What is the name of that farm on which you spent that money?—Pantybettws.

44,647. When did you leave Pantybettws?—About 10 years ago.

44,648. Did you leave as soon as it was bought by the new man?—No, I did not.

44,649. You remained under him some time?—For one year. To be fair to my landlord he did not give me notice, so I was allowed to remain for another year under the new landlord.

44,650. Did you have notice as soon as the new owner could give one?—No.

44,651. Or did you give notice?—It was he gave me notice.

44,652. Did he want to get rid of you, or did he want to raise your rent?—He wanted to get rid of me.

44,653. Did he want to live in the farm himself?—His son came to it I had repaired it well and it was worth his while to have it.

Mr. *Richard Jones.*

44,654. Supposing that you were to go to a new farm under the same circumstances as you went to this farm Pantybettws, what is the first thing you would do?—I would try to improve it.

44,655. Would you write to the landlord to obtain his consent or give him notice at any rate to drain?—I spoke to Mr. Davies, the agent, and he told me that it was perfectly safe, and I drained accordingly and relied upon what he told me.

Mr. *Richard Jones*—continued.

44,656. You had nothing but a verbal promise of course?—That was all.

44,657. Would you have as much faith in human nature now as you had when you started farming?—No, never more. The old landlords were good, but they are not now. There are some good landlords now. I remember three good ones as landlords. The first two landlords were good, but I doubt the third.

44,658. Are you aware that in order to get compensation for draining it is necessary to give notice to the landlord that you are going to drain?—Yes, according to the new law I am aware of it, but I received notice from him that I was not to come under the Act.

44,659. Can we see the notice? That would be contracting out of the Act of 1875, I take it?—Those are the two notices I received (*handing in documents*).

44,660. They are contracting out of the Act of 1875?—One is a notice to quit.

Sir *John Llewelyn.*

44,661. Are you a Churchman or Nonconformist?—It makes no difference at all which I am.

44,662. You do not suggest that the eviction was on political grounds at all?—No, it was only owing to the sale of the property and that I and everything were sold.

44,663. It is one of those cases, I think, that every honest man would like to see made impossible?—There is a letter (*handing in letter*).

Professor *Rhŷs.*

44,664. Perhaps you have thought of some remedy for that state of things?—I should not like to follow Ireland, but what I should like to see is some competition—you must have some one between the two.

44,665. What do you mean by competition; you mean arbitration?—Yes, arbitration, owing to the landlord being not straightforward and the tenant so bad and the auctioneer coming in occasionally between them and things being so awkward.

44,666. You say "the auctioneer being un-"principled;" is that what you mean?—Yes; he has no principle at all, because he kept people to work for him all over the country—people sending in prices and trying to compete for the farms—puffers—people who come to sales to bid when they do not mean to buy at all.

The witness withdrew.

Mr. John Lewis called and examined.

Sir *John Llewelyn.*

44,667. Will you kindly give your evidence to the Commission?—Yes.

I am John Lewis, of Meiros Hall, Llangeler, a woollen manufacturer by trade, and an alderman of the Carmarthenshire County Council. I have been appointed at a public meeting held in this district on April 14th, 1894, to give evidence before you here this day.

(I.) I wish to give evidence with regard to the enclosure of common land, and the hardships suffered thereby by squatters, farmers, and labourers.

Waun Meiros in this parish, was enclosed in the year 1855. It measures 140 acres. To the small farmers residing on its borders, its enclosure resulted in great loss, as it was utilized by them as grazing land for their young cattle during the summer season. Many a labourer also took advantage of it as grazing land for his cow, on which he depended for help to maintain his family. These advantages were always taken into consideration and the landlord pleaded for higher rent on small holdings, on this account; but I am sorry to say, after its enclosure, no reduction whatever in the rent was made in the small holdings on its boundaries.

44,668. Did the enclosure take place under Act of Parliament?—I believe so.

Its enclosure was also a great loss to the neighbourhood, as the inhabitants made free use of it as a place to procure clay, which they mixed with culm for burning purposes. For this material, they have now to pay from eighteenpence to two shillings per load. The children of the district also gathered there to play. Not an inch was left as a recreation ground.

Rhos Llangeler, common land, 722 acres in measurement, was enclosed in the year 1873. This has resulted in great loss; first to farmers, who kept scores, and in some cases hundreds, of sheep grazing upon it during the summer months besides all their young cattle, thus leaving the farm with only milch cows grazing upon it. In the second place, it proved a great loss to labourers as most of them kept a score of sheep and a couple of cows to graze upon it in the summer time, which assisted them greatly in bringing up their families. Further, this common before its enclosure, was a source of employment, —many labourers were employed to cut peat,— hundreds, if not thousands, of loads of which were carried away, for miles around, every year. In those times this peat was used instead of coal.

In my opinion, the greatest sufferers of all were the squatters, or those who had built cottages on encroachments of this common. In a few years after the enclosure, all such cottages were sold by the lord of the manor. I cannot say whether it was a matter of necessity, but anyhow, such was the case. With your permission, gentlemen, I will give you one instance out of several which I know of. As an example of how these poor people suffered at

Sir *John Llewelyn*—continued.

the hands of the lord of the manor, I shall briefly state the case of John Mathias, Penffordd newydd. This man was a carpenter by trade. Eighteen years before the enclosure he bought a house and an acre of land from another man for 14*l.*; for this he had also to pay an annual rent of 5*s.* to the lord of the manor. In a few years after the purchase he set about building a new house as the old one was tumbling down. His eldest daughter told me, only last week, that during the time of rebuilding, the family had nothing to eat but plain barley bread, without any butter, cheese or meat. The new cottage cost him 40*l.* in cash, besides his own labour. In the year 1881 (John Mathias having died a few years previously), the agents of the lord of the manor called upon the widow, and were so hard hearted as to inform her they intended selling the house and the land attached, and that the price of the same was 60*l.* What a crushing blow the news must have been to the poor benighted widow! alone and unprotected in the world. Here, she was informed her home was not her home. The fruit of her husband's hard toil was claimed by the lord of the manor. The poor widow must either quit or pay the required sum of 60*l.* She told the agents that the thought of leaving a home which had cost them so dearly was unbearable, and that she would pay the sum asked, provided she could get the loan of the money from any of her neighbours.

As another instance of the hardship inflicted by the lord of the manor, I may mention the case of two cottages called Bwlchygroes and Pantywaun. Attached to each of these, there was about a quarter of an acre of land. One of these cottages was purchased of Mr. Davies, Froodvale, surveyor, who acted in putting the Enclosure Awards into effect,—for 1*l.* 10*s.* The other was purchased from the lord of the manor, for which the sum of 23*l.* was paid. I have been told that what accounted for the vast difference was, that Mr. Davies charged for the land only, whereas, the lord of the manor charged for the cottages also, which had been built by the owners themselves, and at their own cost.

These, as I have said, are but few instances out of numerous others which I could mention, of hard toiling men deprived of the fruit of their labours.

(II.) I wish to give evidence with regard to the wrongs and disadvantages inflicted upon Nonconformists and Liberals owing to their creed and party.

"Clerical interference has been prominent to the district. The inhabitants are not allowed in carry out their convictions, but undue pressure was brought upon them to favour the Church and support the Tory party: for instance, during the first County Council election, the Rector of Penboyr (now Bishop Suffragan of Swansea), walked the parish showing a letter said to be from Lord Emlyn, urging the claims of the Tory candidate upon the tenants. Throughout the polling day he stood by the

Sir *John Llewelyn*—continued.

entrance gate, and escorted voters to the polling-booth, old women were taken by the arm, and all power brought to bear upon them, that they might be enticed to vote for the Tory candidate. So ardent was Mr. Lloyd in his interferences with voters that he could not spare the time even for his meals. About two years previously, an election for the Board of Guardians took place in the district, David Jones, butter merchant, holding a small farm by the name of Penralltddu, and John Davies, weaver, living in a cottage called Blaenllain, Llangeler, were both served with notices to quit, and compelled to leave their premises, because they voted according to their convictions. The first of these gentlemen, viz., David Jones, fared but a little better after his removal to Dyffryncourt. Being still a prominent Liberal, a little previous to the last County Council election, he was one of a deputation which waited upon the Liberal candidate and urged him to contest the seat. But a few days previous to the election, a rumour was circulated that Mr. Jones had been warned not to record his vote, and such rumour was confirmed to a great degree by his non-appearance.

See 73,182 and 73,198 –73,209.

And with your permission, gentlemen, I will give you another instance where politics and creed have been detrimental to farmers in this district. About five years ago, one of the largest farmers in our parish, by the name of Benjamin Phillips, Cwrt Farm, determined to leave the farm and go to a place of his own near the town of Carmarthen. Being a great favourite with his landlord, he introduced as his successor a very respectable farmer of middle age, who had been brought up on the Llysnewydd Estate, and who belonged to one of the most respectable families in the parish. The landlord (the late Col. Lewes), his wife, and his younger son, all being present, accepted this respectable farmer as a new tenant to Cwrt Farm. Everything being arranged satisfactorily, he was instructed to go to Carmarthen the following Tuesday, to Mr. Barker the agent, to sign the agreement. But all of a sudden, the secret leaked out, that the Cwrt Farm was let to a Nonconformist, and immediately the Tories became aware of this, everything possible was done to upset all the arrangements. Tories of every grade pulled the wires, and that with such success, that by Monday morning everything was undone, and the proposed tenant received a message that he was not to have Cwrt Farm, and that he need not go over to Carmarthen to see the agent. In a short time afterwards the place was rented, this time to a man, who, I need not say, was a Churchman and a Tory. Several tenants are generally believed to have left the chapel for the Church in order to obtain the tenancy of farms. On certain estates in this parish, all the farms that have become vacant during the last 10 or twelve years, have been rented to Churchmen, Tories and turncoats.

And as to Game Laws I beg to hand you this poster, which will speak for itself, and to compare it with the statement made by Mr. Mousley at the sitting of the Commission at Pembroke.

Sir *John Llewelyn*—continued.

44,669. How do you connect this with Mr. Mousley?—Mr. Mousley is an agent of Lord Cawdor, and that applies to Lord Cawdor' estate in this district. Mr. Mousley said at Pembroke that the tenants have now a joint right in the rabbits, but I maintain according to that poster they have not in this county.

44,670. How do you connect Mr. Mousley with this? His name does not appear?—He is the agent of that estate.

44,671. In what way do you connect it with Mr. Mousley?—I maintain this, that the Earl of Cawdor has given a deputation to William Price Lewes to preserve and kill game, fish, hares and rabbits on his estate in this district.

44,672. How do you connect it with Mr. Mousley?—Because he is the agent of the estate. They cannot go and kill them in the face of a poster of that sort.

44,673. I ask how you connect Mr. Mousley the agent of the estate, with this poster?—I think it is plain enough itself.

44,674. I do not see his name upon it?—But I assume he knows of it. I do not suppose the gentlemen of our district would take upon themselves to print it, and I do not suppose Earl Cawdor would do anything without the knowledge of Mr. Mousley, his agent.

Professor *Rhŷs*.

44,675. I should like to get the statement referring to Mr. Mousley first of all?—This is it. (*handing a cutting from a newspaper*).

44,676. If there are two gentlemen authorised to speak on the same subject and who give directions which are contradictory to one another on the same estate I should like to know how that is?—These have been sent to the tenants of Earl Cawdor.

44,677. Who is Mr. William Price Llewellyn Lewes?—Colonel Lewes of Llysnewydd. See 44,735

44,678–9. Colonel Lewes has issued it?—By that paper he preserves on the estate of Lord Cawdor, and if he preserves how can the game be free to the tenants.

44,680. What has Lieut.-Col. Lewes to do with Lord Cawdor's estate? I am a stranger, I do not understand it?—By that poster he says he has to preserve them.

44,681. I suppose he is the shooting tenant?—It is the parish of Penboyr.

44,682. It is some part of Lord Cawdor's estate?—Yes, in this district.

44,683. Let me read you the official short-hand note of Mr. Mousley's evidence. He says: "On the Stackpole estate game is preserved, of "course, to a very considerable extent, and only "on that estate. The tenants do not make any "complaint or grievance of it. They will admit "that Lord Cawdor is very generous with his "game. He never sells a head of game. The See 28,701.

Professor *Rhŷs*—continued.

" game is always given away, chiefly to his " tenants and tradespeople and neighbours and " friends. All that he does not consume is " given away to one or the other. He never sells " a head. There are no complaints about game. " According to the Ground Game Act, the " tenants have now the joint right of rabbits " and hares. If we have any complaint to " make as to that, it is that they do not keep " them down close enough." You maintain that this poster is not in harmony with that statement as to the estate of Lord Cawdor?—Yes, I maintain so. If you can convince me the other way I shall be very happy.

44,684. You cannot tell me what position Lieut.-Col. Lewes occupies on the estate?—I cannot say.

Sir *John Llewelyn.*

44,685. I suppose he is the shooting tenant?—I do not know.

Professor *Rhŷs.*

44,686. The poster has the same announcement in Welsh and English; the following is the English part of it:

"Game Notice.

I, William Price Llewellyn Lewes, Lieut.-Col., holding a Deputation under John Frederick Vaughan, Earl Cawdor, to preserve and kill Game, Fish, Hares, Rabbits, and Wild Fowl, on his Estates, in the Parishes of Penboyr, Llangeler, and Cilrhedyn, in the Manor of Emlyn Uch Cych, in the County of Carmarthen, with authority to prosecute all poachers of Fish, Game, Wild Fowl, &c., Do Hereby Give Notice, That all persons found trespassing in pursuit of Game, Fish, Wild Fowl, Hares, Rabbits, &c., within the said Manor, will be prosecuted as the law directs.

Signed this 1st day of June 1893, William Price Llewellyn Lewes, Llysnewydd."

You maintain that that limits what Mr. Mousley has led the Commission to understand about the treatment of game on this estate?—Yes, in this district.

44,687. In these parishes?—Yes.

44,688. It seems to me you are about right?—If you are satisfied I do not wish to press it at all.

Mr. *Richard Jones.*

44,689. Did you take the trouble to inquire whether Col. Lewes is really the shooting tenant of the estate in this district with regard to that notice?—No, I did not.

44,690. The Chairman calls my attention to the fact that Mr. Mousley in his evidence was speaking of the Stackpole estate. This is an estate in this parish of Penboyr, Llangeler, and Cilrhedyn. In that case you would like to be treated as liberally in these parts of the estates of the Cawdor family?—Yes, I should like the tenants in this district to have the right to shoot a rabbit when they see it.

44,691. Do you maintain that they have not now?—In the face of that poster they have not.

Sir *John Llewelyn.*

44,692. But that is not the law?—If it is contrary to the law it ought to be put a stop to.

Professor *Rhŷs.*

44,693. You know the law?—Yes, but the tenants do not.

44,694. This is contrary to the law?—So I have been told by more than one lawyer.

44,695. If the tenants knew it was contrary to the law do you think that they would be quite at their ease in treating the hares and rabbits according to the law when they have a thing like this staring them in the face?—I do not think they would.

44,696. You spoke in your evidence of people being compelled to leave their premises because they voted according to their convictions. What date do you allude to? We all know of 1868, and so on?—About five or six years ago.

44,697. What evidence have you got?—That the men were obliged to leave. I spoke to the man John Davies, Weaver, Blaenllain, who had notice to leave because he voted according to his convictions in the election of guardians.

44,698. Was the reason assigned?—That was the reason assigned.

44,699. In writing?—I cannot say in writing.

44,700. Is he present?—He promised to be present, but he is not here.

44,701. Why has he not come?—I do not know. I have been looking for him all day, and he has not come.

44,702. Further on your statement is rather sweeping: "In a short time afterwards the " place was rented, this time to a man, who, I " need not say, was a Churchman and a Tory" Is that literally true?—I have a list (*handing in a list*). You may read it if you like, but I do not press it.

44,703. Is this the list of men who have changed their religion on taking a new farm?—This is a list of farms which have become vacant and rented during the last 12 years.

44,704. How many?—Eight.

44,705. What were the tenants who left? Would they be Churchmen or Dissenters?—I should say some were Churchmen and some Dissenters.

44,706. What are the successors, all Churchmen?—All Churchmen.

44,707. Are you sure of that?—No. One is a Nonconformist, but he is a rank Tory. I

Professor *Rhŷs*—continued.

have no hesitation in naming the places I have, but I do not wish to press it.

44,708. I will not ask you for the names; you have the names if required?—Oh, yes.

44,709. You know all these men yourself?—Yes. This is the list:—

Farms that have become vacant and rented to churchmen and conservatives during the last 10 or 12 years in the parish of Llangeler:—Penyffynon, Coedstrefuchaf (Twice), Penlan, Danralltddu, Cwrt, Llwynderw, Blaenantrhys, and Penralltfadog.

Mr. *Richard Jones.*

44,710. On what estates are those farms?—Llysnewydd, Llanayron, and one at Penralltfadog.

44,711. You would not go so far as to say that really it was made a condition that they should be Churchmen in order to become tenants of those farms?—I can only let you know the fact.

44,712. I suppose the impression was so strongly in the minds of these people that they would be more likely to have the farms, and not so likely to be disturbed in the farms if they did become Churchmen?—That is my opinion.

44,713. With reference to this man at Rhos Llangeler, I suppose the complaint you have to make is that the lord of the manor permitted these people to build cottages on the common without allowing them to know that they had no right to do it—that they should have informed them?—Yes.

44,714. Whereas there was an impression abroad, I dare say, among the people, that they had a right to do it?—That is it.

Sir *John Llewelyn.*

44,715. There is one question I should like to put to you upon it. You say clerical interference has been prominent in the district, and you instance the rector of Penboyr. You object to clergymen interfering in the elections of the County Council, and so on?—No, I do not; but I do object to some of them carrying letters which are said to be from the leading landowners in the district. I am quite willing that they should do their best.

44,716. What do you mean by clerical interference has been prominent in the district as a grievance?—As to the one I alluded to, I think I have stated the case; he walked the parish with a letter and said it was from Lord Emlyn.

44,717. Do the clergy generally take part in the election?—I think the rector of Penboyr now takes very little part in it.

44,718. I hope it will apply to all ministers of religion. If they would confine themselves to their spiritual influence, do you think it would be better for the country?—Yes, I do.

Mr. *Richard Jones.*

44,719. Do you think that clergymen interfere with the relations between landlord and tenant?—Well, I could not bring you sufficient evidence on that point, but it was said that our late rector did; that he often wrote to the landlord, Lord Cawdor, but I could not confirm that.

Professor *Rhŷs.*

44,720. As to ministers of different denominations; we know what excellent men they are, and how hard they work. Does it not happen now and then that a man leaves one denomination for another on account of religious convictions?—I do not know what convinces them, whether it is the farm or the eloquence of the preacher of the district.

44,721. You do not understand me. Have you ever known instances of a man leaving one Nonconformist denomination for another?—Very few, I believe; there are some.

44,722. You would give them credit for sincere convictions, would you not?—It depends a good deal on the circumstances.

44,723. You would grant it is possible that a man left one denomination for another without having a farm in view?—Quite possible.

44,724. Would you not think this possible in the case of some of the people who become Churchmen?—Of course I cannot answer that question.

Sir *John Llewelyn.*

44,725. There are some questions put in by Mr. Vincent: "Who was the lord of the manor," I presume that means in the instance of Rhos Llangeler?—Lord Cawdor.

44,726. "Did not these squatters know that "the land on which they built was not their "own"?—They had to pay 1*s.* to 2*s.* 6*d.* rent for it.

44,727. "Is not the document (poster) simply "the copy of the deputation from the lord of "the manor"?—I do not know that.

44,728. "Do you suggest that the poster "purports to deprive the tenants of the con-"current right to rabbits"?—I know some of the tenants have complained because they received it.

44,729. "By whom was the reason (*i.e.*, voting "for guardians on principle) assigned as the "cause of turning the men out"?—By the man who was turned out.

44,730. "How, by word of mouth"?—Yes.

44,731. Who was the person who was turned out?—David Jones, Penralltddu, and John Jones, Weaver, Blaenllain, Llangeler.

44,732. I will read the question again: "By "whom was the reason (*i.e.*, voting for guardians "on principle) assigned as the cause of turning "men out"?—By the one who served the notice, I expect.

44,733. By word of mouth?—Yes.

44,734. What was the name of the person at Llysnewydd whom you meant?—I did not say that one of the Llysnewydd tenants was turned away.

The witness withdrew.

Re-examined 73,198.

Lieutenant-Colonel W. P. Llewellyn Lewes called and examined.

Sir *John Llewelyn.*

44,735. Do you wish to rebut the evidence of the last witness?—I beg to say that this poster is an exact copy of the deputation I received from Lord Cawdor. It was pointed out to me after I had had the bills printed that the words "exclusive right" of shooting were mentioned in the notice. Well, it was never my intention that I should rob the tenants, and they know that perfectly well, of any of their rabbits. They know they are allowed to shoot the rabbits by Act of Parliament. The fact of the matter is I do not think I shoot a single rabbit on Lord Cawdor's property, and so far I have not had the least complaint of any sort made to me, but there is the greatest good feeling existing at the present moment between myself and Lord Cawdor's tenants.

44,736. Mr. Lewis, Meiros, rather connected that with an absent man, Mr. Mousley, I do not know whether Mr. Mousley's name need have been brought into the matter?

Mr. *John Lewis.*—No, I do not think that it need.

Sir *John Llewelyn.*

As the evidence, which has been quoted, referred directly to the Stackpole estate I rather wish his name should not have been brought in, as you do not connect his name with it.

Mr. *John Lewis.*—No.

Mr. *Richard Jones.*

44,737. When did you discover you were in error in putting the words "exclusive right"?—This is an exact copy of the deputation I had from Lord Cawdor. At the time I thought it best to put in the exact words of the deputation.

44,738. You will admit that the words should not be in the notice, "the exclusive right" to the rabbits?—I admit that the tenants have as much right as I have to the rabbits—the ground game.

44,739. The word should be "concurrent" right?—Yes.

Professor *Rhŷs.*

44,740. You copied it from the document you had from his Lordship?—Yes.

44,741. You admit it is a mistake?—I admit that the tenants have a concurrent right with myself, and they know that perfectly well, to the ground game.

Mr. *Richard Jones.*

44,742. What is the impression likely to be left on the tenant's mind when he saw the words "exclusive rights"?—Indeed I do not know.

Sir *John Llewelyn.*

44,743. You have stated publicly that you know and they know it is a concurrent right?—Yes, and I hope that they will always act upon it.

The witness withdrew.

Mr. David Lloyd Davies called and examined.

Sir *John Llewelyn.*

44,744. Do you understand English sufficiently well to read your statement?—Yes, I can do so.

Evidence of David Lloyd Davies, of Cefnceirw, in the parish of Penbryn.

I was appointed at a public meeting of farmers which was held in our parish last summer to give evidence before the Royal Commission on Land.

See 73,215 and 73,221.

I farm Cefnceirw on the Gogerddan estate jointly with my mother, who is a widow. We had 183 acres of ordinary mixed land. My mother has been living there 50 years and I was born there. My father was born there also upwards of 80 years ago. When my mother first went there the rent was 92*l.* 15*s.*, this included Blaenwaun 6*l.*, Cwmllwydrew 5*l.*, and Tynewydd 21*l.*, all of which were attached to Cefnceirw. I remember building a good deal there and my mother remembers building all the houses.

	Perches.
Dwelling-house	104
Back kitchen	39
Cow-house	75
Another cow-house	48
Barn	79
Shed	48
Stable	89
Another stable	61
Cart-house	42
	585

Sir *John Llewelyn*—continued.

We carried lime, sand, timber, slates, &c., and gave the workmen some 'gwlyb.' The cow-house was built 45 years ago, and the agent demanded 40*l.* of my mother, who was a widow at the time, for it; although she pleaded hard, she had to pay. In the year 1858 a Mr. Edwards was sent round to value the estate. He took Tynewydd from Cefnceirw which he allowed in the rent (21*l.*), and he advanced the rent of our place by 13*l.* 5*s.*, so that our rent now stood at 85*l.*

In the year 1877, or thereabouts, a Mr. Davies, of Frood Vale, came round to value, and our rent was raised again by 37*l.* a year, so it was 122*l.*

In the year 1880 as near as I can remember Mr. Francis of Carmarthen came next to value as the estate was to be sold. He took Blaenwaun (6*l.*) and Cwmllwydrew (5*l.*) away from Cefnceirw, though they allowed us for it as Mr. Edwards had done when Tynewydd was taken from Cefnceirw, but the great inconvenience of having a large farm without a cottage of any sort for a labourer to live in was left to us. Our farm is made up as follows: 26 acres of unenclosed land which was pared and carted away some fifty years ago, this is valueless, there is nothing left; there are then 20 acres again adjoining the above but enclosed, and is of some value; there are 12 acres of meadow land; the remainder, 123 acres, is poor arable land on high elevation. Our rent is too

Sir *John Llewelyn*—continued.

high in comparison with the rates of the produce of the land these years. Our landlord has given us several abatements of 3*s.* and 2*s.* in the pound, but we could not pay our way with that only. I have two brothers and a sister working hard on the land, and that without any pay. I may say that this is the general complaint in my district. We have also lived in such suspense the last 12 years that we have no fair play to make the most of the land. I remember six notices to quit, but my mother remembers from 15 to 20. Our farm has been in the market the last 12 years. In 1890 we received the last 'notice to quit' and the farm was again put up for sale, 1,800*l.* being the highest bid. We then rented it again for three years—same rent, but 10 per cent. abatement. An agreement was made which I produce; we have strictly kept to the agreement, yet we are once more under notice to quit, and the agent has several times refused to re-let it to us. The agent of Mr. John Vaughan Pugh Pryse is an uncle of our landlord and father of Major Rice Pryse, who owns part of the tithe of our parish. Mr. Pugh Pryse has added to our rent some arrears of tithes which he owed his son. I called his attention to this, when he swore severely at me and told me to deduct it myself, which I did, and received a receipt in full for rent. We have kept a dog for Mr. John Vaughan Pugh Pryse for 30 years, so have most of the tenants on the estate. In the spring we always take the dog to Mr. Pryse and receive a pup again to rear up. My brother when returning the dog a few weeks ago took advantage of this and asked Mr. Pryse to let us go on as before when he again refused. My brother then asked him if we had better sow seeds, and he said yes, and take him the bill. My mother is 77 years of age, she has spent most of her life at Cefnceirw, and she has toiled hard to bring her children up and pay her way. She had little money after her father, and the interest of that has been going for years to the Gogerddan coffer, yet the reward she receives for all this is to lose her old home, which means to a person of her age and state of health nothing but death.

Sir *John Llewelyn*—continued.

Professor *Rhŷs.*

44,745. What is the reason you have notice to leave?—We do not know what the reason is.

44,746. Have you done anything to offend the landlord or his agent?—I have done nothing.

44,747. When you asked for the deduction he told you to deduct it yourself, and he allowed it?—Yes.

44,748. The way in which he did it was not exactly perhaps what you expected, but you had nothing to complain about that?—He wanted what was in the contract originally.

44,749. You cannot tell why you are under notice to leave?—We cannot tell.

The witness withdrew.

Re-examined 73,221.

Mr. Evan Rees called and examined.

Sir *John Llewelyn.*

44,750. You know sufficient English to be able to give your statement to us?—Yes.

44,751. Will you kindly do so?—I am a butter merchant, carrying on business in Swansea; lived entirely until my brother's death (five years ago), in Cardiganshire, and still visit the markets of the west to buy butter.

In the year 1863, my father took a farm called Wernnewydd, on the Bronwydd Estate, measuring about 66 acres; I believe the rent was 35*l.*; the previous tenant paid only 25*l.*, he had a lease, at 7*s.* 6*d.* per acre, but it was too dear for him, he could not pay. In the year 1865 the rent was advanced to 42*l.*; not long after this 16 acres were taken away from Wernnewydd, or about one fourth of the farm, leaving only 50 acres, and the rent was only reduced 4*l.*, and not 10*l.* 2*s.*, according to the proportion; as I maintain that the land taken away was equally as good as what was left, making the rent again 38*l.* My father farmed very well, and spent a lot of money in improving the land, and putting the fences and everything in good repair, and worked very hard during the first six years he was in this farm, especially in improving the land that was taken from us. And I well remember my mother being called upon to sign an agreement, the contents of which she could not understand, and never had a copy of the document, the landlord keeping it to himself entirely for his own safety; and she was compelled to keep a dog for the landlord.

Sir *John Llewelyn*—continued.

My father was promised that about 11 acres of land, near to the farm houses, should be added to Wernnewydd, but this promise was never fulfilled, and no allowance made.

In 1871, Mr. Davies, Froodvale, came to value the whole estate; my father was then very poorly, and died before this valuation was made known; then my mother, brother, and myself carried on the farm, and after this valuation the rent was again raised 6*l*, making it 44*l.* Taking into account the 16 acres of land taken away, the rent of Wernnewydd was raised over 100 per cent. in less than 10 years.

Mrs. Jones, Llandyssul, was supposed to benefit by this lease, and became responsible for the repairs of Wernnewydd, and when the lease expired in 1863, she paid the landlord the sum of 40*l.* in satisfaction of his claims, on account of the houses not being in proper repair. The dwelling house was very bad repair in 1863, but 10 years elapsed before anything was done to it, and the tenant had, even then, to pay for everything except timber.

Game.—Our farm swarmed with rabbits, which caused a great deal of damage to our crops; I remember acres of corn completely

Sir *John Llewelyn*—continued.

destroyed by them. Sir Thomas Lloyd, father of the present landlord, gave my father permission to shoot them; but I well remember the gamekeeper of the present landlord seeing my brother and myself killing two or three rabbits, one morning, I believe, in September, 1878, and we were soon summoned to Bronwydd. I went, and took with me my uncle, John Jones, Ffynonwen; when we got there Sir Marteine Lloyd was too busy to see us, I did not go again, but my uncle went by himself, and we were pardoned that time for this heinous sin, on making a promise never again to use a gun; we were to ferret the rabbits, and not kill with a gun.

In the year 1880, we left the farm because the rent was too high, and no hope of getting a reduction; rents were advanced in good times, but not reduced during bad times.

The farm was not too dear in 1865 for 42*l.*, but after taking the fourth away, it was too dear even in those good times, because if my father had to pay servants for working, he could hardly pay his way, but now when the market value of cattle and farm produce has fallen 40 per cent., and the rent being the same, there must be a loss every year to the present tenant. The attendance to the landlord is increasing every year, such as coal hauling, &c. Many have been compelled to fetch four or five loads of coal in one year, and a day was spent on each by one man and two horses. The landlord did not take much interest himself, in the estate, but left it all to the agent, who gave no encouragement whatever to the farmers.

I have been for years doing large business with farmers in the neighbourhoods of Newcastle Emlyn and Llandyssul. Many and many a time have I advanced money to farmers—on different estates—to pay their rents, and they repaying me, some time after, in butter. Also, I used to sell them farm seeds, and found it most difficult to get paid; I have not sold any since 1890, but several farmers have not paid me yet for seeds sold previously. I have had sufficient experience of the farmers to know that they are at present in very low circumstances, and unless some relief will soon come, most of them, no doubt, will be compelled to seek shelter in the bankruptcy courts.

Mr. *Richard Jones.*

44,752. Being a butter merchant, I will ask you your opinion with regard to the preferential claim for rent. Would you be more ready to give credit to farmers if the preferential claim for rent was abolished?—I believe I should; at any rate as things are at present, I would not care much to give them credit under any circumstances.

44,753. You are in a position to know their circumstances?—Well, I think I know their circumstances just as well as they know them themselves—many of them anyhow.

44,754. That is your opinion, that they are in very low water?—That is my opinion.

44,755. What is their character as farmers; are they intelligent and industrious people?—

Mr. *Richard Jones*—continued.

Well, I cannot say that they are very intelligent, because they have not had the chance that children get now, but I believe they are industrious.

44,756. What about the butter that is made down in these parts. Is it fairly marketable?—It ought to be better. I am sorry to say that I remember, some time about 13 or 14 years ago, when I and my brother started business, Welsh butter used to advance 1*d.* or 2*d.* per lb. on foreign butter. Just at present the foreign has improved so very much that it is almost higher than the Welsh.

44,757. The Welsh butter has not improved?—No.

44,758. Do you think it is owing to the poor dairy accommodation?—Well, in many places it is so.

44,759. There are no buildings suitable?—No, not healthy enough.

44,760. Do you think that the farmers' wives would pay more attention to dairies if they were provided with better buildings?—Well, I believe they would.

44,761. Do you think that the farmers' wives benefit by the dairy classes that are held by Aberystwyth College?—That is what I cannot say. I believe so. Take Ireland, for instance, the Irish butter has improved now these last 10 years very much. I do not think there is a hamlet or village in Ireland that has not a dairy or a creamery, or a creamery manufactory, and by those means, I believe, they are much ahead of us in Wales.

44,762. And the butter is made, of course, upon modern principles?—Yes, on the centrifugal system, most of it.

Professor *Rhŷs.*

44,763. You know that there is a dairy school in this place, do you not?—Yes, I have heard about it.

44,764. Do the dairy schools do any good, do you think?—Well, I cannot say that, but they ought to do good anyhow.

44,765. It is rather early to judge?—I should think too early.

44,766. Is it one of the faults of the butter in these parts that it is too heavily salted?—Yes, they used to salt it to keep for six or nine months very often, and they make it just now the same as they did then, but they do not keep it so long as they did many years ago.

44,767. Now you do not want it salted to be kept, but to be eaten?—Yes.

44,768. So you would not venture to say that the farmers were a very intelligent class in these neighbourhoods?—I cannot say that they are.

44,769. I am sorry to hear that; those we have seen before us seem to be quite on the spot, I think. Do they keep any accounts?—Some of them.

44,770. How many of them have banking accounts?—I do not think many of the farmers have.

Professor *Rhŷs*—continued.

44,771. I am told that the farmers on a large scale do not have an account for themselves, but they rely on the banking account. How do they keep their accounts?—Anyone keeping a banking account must keep an account.

44,772. These farmers, it is said, do not keep an account?—I do not think they do much.

44,773. You say you sometimes advance money to them?—Yes.

44,774. How long have you had to wait for it?—It depends upon the circumstances. If they can sell soon they will repay in a month or two, or perhaps six months.

44,775. You do not go on with a long account with the same man for a series of years?—No, not if I can help it.

44,776. You do not advance to a man who fails to meet your demands year after year?—No.

44,777. You do not lend in such cases?—No, I do not.

44,778. Do you think there are such cases?—There are many.

44,779. Who advances the money in those cases?—I know they go together to the banks very often, and one is security for the other.

44,780. How many years have you known that?—The last few years—the last four or five years, I can say, at any rate.

44,781. And then they have to wait for a sale?—Yes, to get the money out in a month or so.

Sir *John Llewelyn.*

44,782. Do you feel the competition with foreign butter to be very severe?—Yes, it is so. Allow me to quote some figures. In 1889 we received from Australia the first very very small consignment of butter. I have the figures from 1890 to 1894 now before me, that is for January, February, and March. In the year 1890, during the first three months of the year—that is the Australian season; it comes in in December now—there were 8,712 packages. In 1891 there were 23,339 packages.

44,783. What does a package contain?—It means a package of 56 lbs., or thereabouts, rather more perhaps—about a half cwt.

44,784. Are those importations into the United Kingdom?—Yes, into the port of London entirely. There is no Australian butter coming into any other port. In 1892 there were 64,193 packages. In 1893 there were 128,953 packages.

44,785. Constantly increasing?—Yes, and in the corresponding three months of this year there were 227,031 packages.

44,786. That is Australian butter?—Yes, without New Zealand I have the figures of the New Zealand as well.

44,787. And the Danish butter is in addition to that?—Yes, the Danish commenced before this. This is only within the last five years.

44,788. That all tends very seriously to depreciate the value of our own local produce?—Yes, and I believe, if you will allow me to say a few words more, there is another consignment—the first consignment—of butter coming in from India just this last week, or the week before last, and according to "The Grocer" of the week before last, it says:—"In 'The Grocer' of February 24 last, page 459, we mentioned that 'an experimental consignment' was on its way here from Bombay, and it having just arrived, we find, from personal inspection, that the parcel—a small one, packed in round four-pound tins—has turned out very well, considering that it came by the overland route, and had not the advantage of having been preserved in a refrigerator during the journey. The butter itself is of a bright yellow colour, pretty firm in texture, and perfectly pure and sweet in taste. The label on the tins bears the name of 'The English Dairy Company, Bombay,' and also says it is 'under European management.' Its present market value in London is about 94s. per cwt., and the article promises in time to become a valuable addition to our supplies of colonial butter. As now imported the packages are unsuited to the taste of the home trade, and Messrs. H. Trengrouse and Co., the consignees, have already sent out to the Company in Bombay full instructions for the proper packing of East India butter in future, accompanied by boxes of the Australian pattern, with an inside lining of vegetable parchment, and all the necessary information respecting the customary mode of shipment and delivery of goods of a perishable nature brought from a distance across the tropics." So I believe in the next four or five years the Indian butter again will be quite as heavy as the Australian butter.

Sir *John Llewelyn*—continued.

44,789. Will you tell me the quantity you carry away from here in this district weekly?—The quantity I carry away now is not what it used to be five years ago.

44,790. Not one-twentieth?—No, five years ago I was buying only Welsh butter entirely. During January, February, and March I confine myself to Australian, and at the end of March I commence with Waterford Irish butter.

44,791. You buy Welsh, besides?—Yes, and if I could help it I should sell nothing but Welsh, but I am obliged not to be behindhand.

44,792. Where do you deal in Swansea?—I live in Union Street, Swansea.

Mr. *Richard Jones.*

44,793. Do you think there is much butter made now in the neighbourhood?—Not in this neighbourhood.

44,794. Is it sold in casks?—Yes, in very large casks, which are not very saleable.

44,795. How large, 100 lbs.?—120, 140, and some of them even 160 lbs.

Sir *John Llewelyn.*

44,796. Then it would be a great advantage to this immediate neighbourhood if a creamery manufactory were established?—Yes.

Sir *John Llewelyn*—continued.

44,797. There would be still more co-operation amongst the farmers than now exists?—Yes.

44,798. Do many of the farmers sell the butter fresh?—Yes, more than years ago; they must not keep it till the winter because the Australian butter is coming upon them. They see that now.

Sir *John Llewelyn*—continued.

44,799. Where do they find the market?—There is a market here and in Carmarthen, and there is a market almost in every village.

44,800. Of course these markets would not be so good; but in a populous place like Swansea there would be more demand for it?—Yes. The buyers in Swansea come here.

The witness withdrew.

Mr. John Bowen called and examined.

Sir *John Llewelyn.*

44,801. Where do you live?—At Llwyn Einon in the parish of Cilrhedyn.

44,802. You have a statement to give us, I believe?—Yes, at a public meeting of farmers held at Cilrhedyn last autumn I was deputed to appear before you to give evidence on their behalf.

Extent and Nature of Soil.—The parish of Cilrhedyn comprises about 7,088 acres of land exclusive of unenclosed commons. About two-thirds of the land is poor, consisting of light and peat soil. It is tilled, but requires a great deal of labour to make it remunerative.

Tenancy and Agreement.—The tenancy in the few cases that exist is from year to year. The agreement between landlord and tenant in some instances is hard and restrictive for the latter. He is bound to carry all materials for repairs and drainages without any compensation in return, and is further debarred from taking advantage of the Agricultural Holdings Act."

44,803. You refer to agreements in which they contracted out of the Agricultural Holdings Act?—Yes, several. I was only permitted to make a rough copy of that. The tenants are allowed a copy of the agreement, but the greater number of them are wholly ignorant of the nature of the clauses which they have subscribed their names to.

Erection of Buildings.—A great number of landlords erect houses and outbuildings but the tenant is charged with interest on the outlay at the rate of about 5 per cent.; and is obliged to do all the haulage without receiving any remuneration.

Rents in several instances during the last 30 years have been advanced from 30 to 60 per cent. Would advocate the appointment of a land court well represented by experienced agriculturists to determine rents.

Cause of Depression.—No doubt the present depression in the agricultural districts is due to the fall in prices of cattle, sheep, and dairy produce, and the advance in labourers' and servants' wages, together with high rates and taxes.

Labourers' Cottages.—Labourers on the whole have fair dwelling-houses, with garden plots attached. But a large number of these cottages are allowed to fall to ruin owing to the labourers migrating to the colliery districts, the farmers being unable to employ them, and pay them a

Sir *John Llewelyn*—continued.

fair rate of wage. I am of the opinion that it would be a strong inducement to labourers to stay at home if small plots of land were granted to them for cultivation during leisure hours for their own benefit.

Commons.—I beg to call your attention to the great injustice suffered by two squatters in the parish of Cilrhedyn, which I am sorry to say is contrary what Mr. Mousley, Lord Cawdor's agent, said at the Pembroke meeting. I have a copy of the 'Welshman' here which I shall take in my hand, and from which I read the following:—'The Carmarthen-'shire estates contain about 50,000 acres and 'the Pembrokeshire estate about 20,000 acres. 'On the former estates there had been appli- 'cations for inclosures in the manor of Emlyn. 'They were in the parishes of Penboyr, 'Llangeler, and three or four others. They 'were enclosed under the Act and squatters 'were required to pay a small rent. Some of 'it might have been increased after a time, 'especially where the landlord had laid out 'something in restoring cottages that went out 'of repair.' I am going to traverse that, because there was not a single halfpenny spent in the parish of Cilrhedyn. (1.) The first case I shall mention is that of Basil Jones of Pantypedyll. Between 30 and 40 years ago this man held a piece of common land at a rental of 1*s.* per annum. About 29 years ago, and two years after the death of Basil Jones and a similar period after the appointment of Mr. Mousley as agent to the Earl of Cawdor, the rent of the said plot was advanced from 1*s.* to 3*l.* to the daughter of the said Basil Jones. (2.) The second case is that of John Evans, of Blaentrench, who paid a rental of 2*s.* 6*d.* per annum for a similar quantity of land, between 5 and 6 acres.

See 28,622 –28,627.

44,804. Those were squatters?—Yes; taking it from the mountain but not without permission. He was permitted to take it. About 14 years ago these two plots were advertised for sale by the lord of the manor, the Earl of Cawdor, and the respective parties who occupied them purchased their allotments at the rate of 26*l.* per acre, which was exorbitant no doubt. Not a farthing was expended by the lord of the manor in the erection of buildings or repairs on either of the allotments mentioned. I also beg to call your attention to a violation of the 28th section of the Commons Act, 1876 (39 & 40 Vict. c. 56) which has reference to field garden allotments in

Sir *John Llewelyn*—continued.

the parish of Penboyr. In fact I was appointed at the public meeting to inform you about this affair. I was advised to bring the matter before you gentlemen as Commissioners.

44,805. Were you a commoner yourself?—No, I represent them. Two allotments were made under the provisions of the said section of the Commons Act for field gardens. These allotments have for a number of years been rented to a freeholder. During the last six or seven years, however, applications have been made to the churchwardens by several working people for plots for gardening purposes, but their applications have been utterly ignored. You all of you know, gentlemen, that a quarter of an acre by the Allotment Act is to be given to every poor inhabitant who will apply for it. These facts are laid before the Commissioners hoping that your recommendations will secure a redress of their grievances to these working people. There is another man here who will give evidence, too, of it, but I will deal with the matter now myself.

Evicted Tenants.—Instances have occurred of tenants being evicted from their holdings. One particular case can be cited—that of Evan Beynon, of Blaencwm. Before the parliamentary election of 1868 this tenant and his landlord (Mr. Thomas Davies of Cardigan) were on terms of intimate friendship. A few days before the poll took place the tenant was requested by the landlord to record his vote in favour of the Conservative candidate. The tenant refused his promise to do so, and publicly voted in favour of the Liberal candidate. Next term day, the said Evan Beynon received notice to leave the holding. He received a compensation of 30*l.* from the Evicted Tenants Fund.

Small Freeholders.—But the greater part of the Cilrhedyn parish is tenanted by small freeholders. These people purchased their holdings some 15 or so years ago when times were good. The greatest inducement they had to purchase their lands was the wish of becoming the owner of the property and not be removed from the place where their ancestors for several generations had resided, and where their best energies had been spent in cultivating the land. The majority of those who purchased their holdings were obliged to mortgage them to the extent of two-thirds or more of the purchase money, and some had barely the deposit money in hand. The most of these lands, owing to competition, were purchased at such high figures that the interest paid on the mortgage is considerably higher than the rent actually paid before the sale of such lands. Owing to lack of means to employ labourers these farmers are obliged to employ their own children on their farms, paying them no wages further than their bare maintenance, and very often they are obliged to borrow money to pay the interest due on the mortgage. Whereas tenants receive abatements in their rents from their landlords in depressing times the small freeholders receive no abatement whatever in the interest payable to the mortgagee. Last May (1893) a memorial was presented by

Sir *John Llewelyn*—continued.

J. Lloyd Morgan, Esq., M.P. (of which I have a copy here), to Parliament asking it to grant to Welsh farmers money on mortgage of their lands at a low rate of interest. A copy of the memorial is herewith presented to you. The petition was five yards long and signed by agriculturalists in the counties of Cardigan, Pembroke, and Carmarthen. I shall allow the memorial to speak for itself.

Gentlemen, what these small freeholders wish to get is something similar here to what there is in Ireland. I understand that they have farms there at 17 years' purchase, or they pay 4 per cent. for 49 years, and they become entitled to their own property, being the full amount of interest; but here, if they pay 4*l.*, they are only tenants at the will of the landlords afterwards, and taking the amount of expenses in renewing mortgages one time after another, and so on, puts these sort of farmers in a most depressed state, even more than the tenant farmer is in at present. Here is a copy of the memorial. (*The witness handed in memorial.*)

To the HONOURABLE the COMMONS of the UNITED KINGDOM in PARLIAMENT ASSEMBLED.

The HUMBLE PETITION of your MEMORIALISTS resident in West Carmarthenshire, North Pembrokeshire, and Lower Cardiganshire, showeth:—

That most of the peasant proprietors of the above districts have, during the last 15 years or thereabouts, become the owners of their respective farms—the same being purchased by them at a period when times were good. Most, if not the majority of them, however, were obliged to borrow money on mortgage to enable them to complete their purchases, and have ever since been paying interest thereon at the rate of four pounds per centum per annum, which, having regard to the great depression in trade and the present low prices on farming stock, is considerably more than the several mortgagors are able to pay, and they consequently become greatly involved.

Your petitioners therefore pray that your honourable House will take into consideration this question, which is of considerable importance to agriculturists and others in Wales, and endeavour to pass a Bill to enable the Government to advance money to Welsh farmers on mortgage of their property to the extent of about three-fourths of their value, and at such a rate of interest (say three pounds per centum per annum) as will relieve them from the great hardship they are now suffering.

And your petitioners will ever pray, &c.

Mr. *Richard Jones.*

44,806. Are you in a position to say that a good deal of the mortgagees have called up their mortgages owing to the land agitation that is going on in Wales?—No, I do not mean to say that. I am speaking personally about our district.

44,807. What is the date of this agreement?—1881.

44,808. So that really, when it mentions that the Agricultural Holdings Act is not to apply, it

Mr. *Richard Jones*—continued.

refers to the Agricultural Holdings Act, 1875?—Yes.

44,809. Still, there is an attempt here to contract out of the Ground Game Act?—Yes, and there are other things too; if a certain portion of the rent is not paid in 60 days the landlord can take possession himself for the rent. I have seen a lot of agreements in our parish from time to time, but that is the only one of which I have a copy now.

44,810. You put this in as a sample?—Yes.

44,811. Was there no compensation paid to those two persons who had erected their cottages when the places were sold?—Not a single penny. They have had to pay 26*l.* an acre for land which they cultivated themselves. They were taken out of the bare common of Cilrhedyn, one of the worst commons that there is.

44,812. We may take it, I suppose, that these people have bought their holdings owing to the insecurity of tenure, in order that they might be perfectly sure in their holdings?—Yes. They would never have spent that money if they thought they were not working for themselves.

44,813. Do you think there would be a desire among farmers to buy their own holdings if they had security of tenure?—No; with fair rents they would never do so. They are much better off, too. There was a feeling among them after the evictions in 1868 to buy their own holdings.

44,814. Was it after the year 1868 chiefly that these holdings were bought?—Yes, the whole of them that I am speaking about now.

44,815. And you think that the evictions of 1868 had something to do with it?—A lot, no doubt about it.

Professor *Rhŷs.*

44,816. Do you mean to say that the competition for those lands which those freeholders have bought was greater and keener on account of the evictions of 1868?—I must be careful in that respect, but I should say this, that owing to the eagerness of farmers to become their own freeholders there was a competition.

44,817. But does that mean the same thing?—I cannot say.

44,818. What made them so eager, then?—Well, they wished to become their own freeholders themselves to be satisfied, that whatever they worked upon it should be for their own benefit.

44,819. Was it the events of 1868 that quickened their eagerness, do you think, to become freeholders?—Yes, in my opinion, but I cannot prove it.

44,820. With regard to the two squatters, I think you said one of them put up his house after permission given?—All of them were put up with permission.

44,821. The squatters I mean?—Yes.

44,822. With whose permission, the lord of the manor?—Yes, the lord of the manor of course.

Sir *John Llewelyn.*

44,823. What is the date of this memorial? Was it made this year?—No, about a twelvemonth ago.

44,824. Was this the petition which is referred to in this memorial that you sent up to Parliament, which petition you said was five yards long?—Yes. It might have been a twelvemonth ago.

The witness withdrew.

Mr. James Beynon called and examined through an Interpreter.

Sir *John Llewelyn.*

44,825. Is this your statement?—Yes.

44,826. Is it correct?—Yes.

44,827. Where do you live?—Clyncoch, Cilrhedyn, Newcastle Emlyn.

[*The statement of the witness was then read as follows:*]

In the year 1868 when I was at home with my father at Blaencwm there was a general election, and the landlord brought pressure on my father to bring him to vote for the man of his (the landlord's) choice. But he declined, and he gave his vote to the man of his own choice, and the result was that he had a notice to quit in six months, and he was obliged to leave when the term of the notice expired. I married shortly afterwards, and went to live with my wife at Clyncoch where she had been brought up and where her father and grandfather had lived before her. In a few years the farm was going to be sold with seven or eight other farms in the same parish, and we were obliged either

Sir *John Llewelyn*—continued.

to buy or leave the farm, and in order not to lose our farm this time, we purchased. Prices were high at this time, and trade was brisk, and land like everything else fetched a high price, but we had next to nothing to pay for it, so we had to borrow money on mortgage at 4 per cent., and the majority of the farmers of Cilrhedyn have bought their farms in the same way without much capital to do so. This, then, is my request and wish before you to-day that the Government be induced to give us a helping hand and assist us as a class by lending us money at 3 per cent. or thereabouts. We as a class are harder pressed than many tenant farmers. Some landlords make abatements in the rents in bad times and grant repairs, whilst we as a class obtain neither. I am now obliged to build a dwelling-house without assistance from anybody and to pay the full value of the land in my possession in interest. It is my firm belief that if the Government could realise the condition in which we are it would grant our request without any objection.

The witness withdrew.

Mr. Stephen Davies called and examined through an Interpreter.

Sir *John Llewelyn*—continued.

44,828. What is your address?—Morlogws Uchaf, Cilrhedyn.

44,829. Is this your statement, and is it correct?—Yes.

[*The following statement of the witness was read:*]

Before I bought my present holding I was a tenant under a Colliery Company near Pembrey. The rent was very high, notwithstanding which I received notice that the rent would be further advanced. At the very time the farm in which I was brought up was put up for sale.

44,830. Whose property was that?—The Colliery Company's, near Pembrey.

44,831. It belonged to the Colliery Company?—Yes.

"Finding that I could not possibly pay the advanced rent at Pembrey I ventured to purchase my present farm."

44,832. What is your present farm?—Morlogws Uchaf, Cilrhedyn.

Sir *John Llewelyn*—continued.

The farm which I left was let to a person who had a number of grown-up children, and thus he could manage to pay the advanced rent. At the time I bought my present farm trade was brisk, and though the purchase money was high I managed to pay the interest on the mortgage. But since trade has slackened I find it very difficult indeed to get two ends to meet. The worst part of it is that I have been obliged to change the mortgage three times, thus entailing great expense and greater difficulty in getting two ends to meet. I should be very pleased if the Government would advance money on land in Wales so as to spare us the trouble and expense of continually changing the mortgage.

44,833. That is, the mortgagors called in the money?—Yes.

44,834. May I ask what the rate of interest has been; has it remained the same, 4 per cent.?—Yes.

44,835. It has remained the same, but still there has been expense attached to the change?—Yes.

The witness withdrew.

Mr. David Thomas called and examined through an Interpreter.

Sir *John Llewelyn.*

44,836. You live at Wernnewydd, in the parish of Llanfair Orllwyn?—Yes.

44,837. Is this your statement, and do you vouch for its accuracy?—Yes.

[*The statement of the witness was then read as follows:*]

I, David Thomas, farm some 50 acres of land on the Bronwydd Estate. I was requested by my fellow tenants to give evidence before the Land Commission. Our complaint on the Bronwyd Estate is that the rents are really too high to meet the present value of farm produce. There have been two general advances in rents on this estate, one in 1865 and the other in 1871, when things were very brisk. Besides, I feel that it is hardly fair that the tenants have never a voice in choosing a valuer. I believe that the tenants should have a voice in a business of such vital importance to him. It is unknown to me that anything like this would be tolerated to settle the value of any other article except land. Another complaint is that rents are raised in good times, but never reduced during bad times. We certainly receive abatements of 10*l.* per cent., but this is quite inadequate to meet the depression. We, in this district, depend mostly on butter, store cattle, and pigs to meet the demands on us. Butter has fallen from 30*l.* to 40*l.* per cent., cattle 100*l.* per cent., and pigs 10*l.* per cent., whereas labour has risen 100*l.* per cent. Rents have gone up during the last 30 years from 40*l.* to 50*l.* per cent. I farm 50 acres of ordinary land, 20 acres of wet clay soil partly drained, 5 acres of good meadow land, 10 acres of good arable land, 15 acres of hillside (seven acres of this, according to Mr. Davis, the valuer, is not worth anything). Therefore I pay for the remaining 43 acres over a pound an acre.

Sir *John Llewelyn*—continued.

Besides it is a most inconvenient place. The farm-house is situated on the flat part of the farm at an altitude of about 330 feet, whilst I have 10 acres at the altitude of 570 feet, and this at a distance of three-quarters of a mile from the farmyard. We tenants on the Bronwyd Estate feel quite safe as long as Sir Marteine Lloyd lives; but we have seen such fearful changes in Cardiganshire that we cannot but think often of the safety of the capital and the labour we put in the land. There is a very strong desire among the tenant farmers of the whole district that we ought to have a thorough change in the laws of land tenure. The insecurity of tenure, the high rents (these bad times), and the doubt of ever receiving any compensation for the improvements we make, are permanent hindrances in the way of the farmer to fulfil his agricultural duties. I speak freely, I am not afraid, because Sir Marteine Lloyd sent to us to let us know that he would be pleased if any of his tenants came before the Land Commission. There are scores of farmers who are much worse off than the Bronwydd tenants, and they talk freely of their grievances on market and fair days, yet I do not see any of them here to-day—why?

Professor *Rhŷs.*

44,838. You ask a question there, but we are not here to answer questions. Perhaps you would not mind answering it yourself?—I think it is that they are afraid to come.

Sir *John Llewelyn.*

44,839. Do you think that they would be turned out of their farms because they came here?—I cannot say that exactly, but there are

Sir *John Llewelyn*—continued.

different ways of getting rid of a tenant besides turning him out.

44,840. Are there any cases to your knowledge of capricious eviction in the county?—No, I have never seen such things before.

Mr. *Richard Jones.*

44,841. Such a thing as a Land Commission do you refer to?—Yes.

Sir *John Llewelyn.*

44,842. That is not the question I asked. I asked you if you knew of any cases of capricious eviction—of a man being turned out of his farm?—No, I do not know of any cases of the kind.

44,843. You think men are afraid?—I know of a good many who have been turned out for voting.

44,844. How long ago?—1868.

44,845. Is there anything of that kind now in late years?—No, I am not aware of that.

Mr. *Richard Jones.*

44,846. Is the feeling of 1868 still alive in the minds of the people?—I think so.

Sir *John Llewelyn.*

44,847. The following question is handed in by Mr. Vincent: "When did you write that sen-" tence, 'yet I do not see them here to-day,' " which appears at the end of your statement?" —At the same time as I did the rest.

Professor *Rhŷs.*

44,848. When was that?—About a week or nine days ago.

44,849. To what place did you refer to then?—I knew that they would refuse to come at that time.

Mr. *Richard Jones.*

44,850. You knew that they would not appear here to day?—Yes, I knew that.

The witness withdrew.

Mr. David Lewis called and examined through an Interpreter.

Sir *John Llewelyn.*

44,851. Is this your statement, and is it correct?—Yes.

[*The following statement of the witness was read:*]

"The evidence of David Lewis, Trebedw Factory, Llandyssul. I am a weaver by trade, and have worked at my trade for many years. I have come here to speak for myself of my grievance, but I believe my complaint is common enough. In 1880 I wanted to get a place to build a woollen factory of my own, to be worked by water-power. I saw Mrs. Jones, of Maescrugiau, as to a plot of land on Pengraig, a small farm on Maescrugiau estate. Mrs. Jones dictated me the terms, and unless I wished to fall in with those I should not have it. I had to pay 6*l.* a year ground rent for 1,815 square yards, which is something like 16*l.* per acre, and only 60 years lease. No allowance was made for this to the tenant of Pengraig. The little farm came vacant some time after, and I was wishful to have a few acres of land also to have control over the leat that carried water to work my machinery. I rented it for 14*l*, and it measured just four and a half acres, and very ordinary land. Some nine years ago the Railway Company took half an acre of it, and the railing goes through the middle. For this I received no reduction during Mrs. Jones's life. Two years ago I had 1*l.* a year reduction from the trustees. I still pay 4*l.* an acre for very common land, and that in the middle of the country. I asked the late Mrs. Jones to reduce it, but she always refused, taking undue advantage of my position as to the water. I do complain that money earned by me in the factory should go to pay this unreasonably high rent."

Sir *John Llewelyn*—continued.

44,852. Does the rate at 4 per cent. an acre include the building lease—does it include the house?—No, it does not, they charge 6*l.* ground rent besides.

44,853. That is what I wanted to get. What is the total amount that you paid?—The place itself is 13*l.*; ground rent 6*l.*

44,854. Is that in addition to it—13*l.* and 6*l.*, making 19*l.* altogether?—Yes.

44,855. Anything else?—Nothing more.

44,856. How many acres?—About three acres.

44,857. Then you had to build the house?—Yes.

44,858. And put up the machinery?—Yes.

44,859. And you had the water power?—Yes.

44,860. So that it is accommodation land?—I do not see it so. It is a separate farm.

44,861. It is a building lease really. Have you a long lease?—60 years.

Sir *John Llewelyn.*

It is short for a building lease, I should say; I do not know what the custom in this county may be.

Professor *Rhŷs.*

44,862. What is the custom as to the length of a building lease in this county?—Some 60, some 99, some 999, and some under 60.

44,863. Do you think your rent is too high?—I should think so.

44,864. How much ought to be your rent according to your own idea?—About 1*l.* an acre, I should think, judging from the quality of the land and what large farmers pay.

The witness withdrew.

Adjourned to Lampeter.

FIFTY-THIRD DAY.

Second Court.

The County Court, Newcastle Emlyn, Cardiganshire, Tuesday, April 24th, 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. FREDERIC SEEBOHM, LL.D. F.S.A.

Captain S. H. JONES-PARRY called and examined.

Lord *Kenyon.*

44,865. You are Captain S. H. Jones-Parry, of Tyllwyd, Newcastle Emlyn?—Yes.

44,866. And you are a landowner?—I am.

44,867. About 1,200 acres; is that so?—About 1,500.

44,868. Have you a statement written out that you would like to proceed with?—Yes, I have. It depends entirely upon what you would like to hear.

44,869. We shall be glad to hear you as to your general evidence, and then we can ask you questions upon it afterwards?—Very well. Shall I commence according to the schedule?

44,870. Yes?—So far as I am aware, and I have known the estate now for 50 years, the holdings have always gone from husband to widow or son, or to whoever has the greatest claim. A daughter, if there is no son, would succeed, and even where a widow has married a second husband, I have never allowed the second husband to have the farm without the written consent of the wife. In the same way, if a son farms a farm of his father, when he applies to me for the farm I never would allow him to have the farm, for fear there might be a quarrel, and he might turn his father out.

Mr. *Seebohm.*

44,871. Without the consent of the father, you mean?—Without the consent of the father; in fact, the fixity of tenure in the estate is greater than that in our own class of society, because when a husband dies the widow generally has to go, and the elder son succeeds, whereas, so far as I know, in this county, and certainly in my own case, the fixity of tenure actually goes in the female line, unless there is somebody who can succeed. There has never been a death vacancy that has not been immediately applied for by several people; more than that, when people have been lying dead, before they have been buried, applications have been made for the farm, and I may say that before they have been dead I have had applications. Yes, it is a scandalous fact. The tenants seem to have done fairly well, and their children have bettered themselves; so far as I know they have, I know my tenants, I think, pretty well. I go and stay with them sometimes, and my children go and stay with them—absolutely live in the house—and I think I may say that their children are doing fairly well, at all events I hope they are. Reductions have been made in bad seasons. That, of course, is the fact.

Lord *Kenyon.*

44,872. Have you any details as to the reductions which you would like to give?—I could have brought my rent book, but I thought it would be more satisfactory to give you this. I always receive my own rents, but in 1892 I happened to be abroad, and I asked my banker to receive my rents for me, and here is the memorandum that I sent to him, and there is the rent roll (*producing documents*).

44,873. Is this for 1892?—1892. 1893 has had exactly the same reduction with the same result. I bring you this because that is another man's document, it is not my own. That is my written memorandum which is attached to it. I order the banker to give back 10 per cent., and I give him certain instructions. Then you can look at the rent roll, which is made out in my own hand. I always make out my own; I always receive my own rents, but you see the banker received the money and gave me the credit.

44,874. Your arrears do not seem to have been very troublesome to you?—I am proud to say that I have not an arrear in the world. I never have had such a thing, except accidentally. I think that is good evidence; you happen to have hit it off. Before I left I sent the banker that, and I made it all out ready for him to

Lord *Kenyon*—continued.

save him trouble. I daresay he is in the room now, for the matter of that.

44,875. May I take it from this that the gross rental of your estate is 492*l.*?—No, because I have got Cardigan town property. You will come to that.

44,876. But this is the agricultural land?—Yes, that is the agricultural, and if you divide that into 30 you will see it is not very much more than 10*s.* an acre.

44,877. You have given, I understand, 10 per cent. abatements the last two years. Is that it? Oh, for more than that. Originally I gave five, then I went to 10, and then I kept it 10, and I have given my tenants notice in order that they should be prepared beforehand that they will receive their 10 per cent. again this year, because I consider it far more important for them to know in advance that they will not have to pay the full rent; it saves a forced sale very often. As to leases, there are leases for 7, 14, and 21 years. I think there were 19 tenants, and about 1873 or 1874 I gave every tenant notice in writing that I was prepared to give them leases for 7, 14, and 21 years. Only two of them availed themselves of it, the others all said that my word was as good as a lease, and they declined to take it. I think they were very wise. The two that did take it were the two largest tenants that I have. One died last year, and immediately he was dead many applications came in for the farm. The widow thought that the lease had expired, which was quite incorrect, because the 21 years had not run out, and she applied for a renewal of the lease. I told her that she was still the tenant by virtue of the document that she held, and as soon as that is out I have not the slightest doubt she will be the tenant on. As to difference of creed and politics, no difference of the kind is ever made in the selection of a tenant. On my word of honour, I do not know the creed of any one tenant that I have; I do not know the creed of one single tenant; I fancy I might make a shot at it, but I do not know. Politics have nothing whatever to do with it. I believe in days gone by they might have, but with me they never have. As to the next question, on suitable occasions the goodwill of tenants has been conspicuously shown. It has been shown on dozens of occasions. In the case of marriages in the family, and so on, the tenants have been most liberal in their presents, and have shown the utmost good will. No vails or duties exist. I did away with all of them. There were many that were very burdensome, and I did away with every one of them. They do not exist.

Mr. *Seebohm.*

44,878. What do you mean by a vail?—A vail is a sort of acknowledgment in the way of giving something—a tip if you like to call it so. It is generally given, I think, to professional people. The duties were absurd. No agent is employed save for Cardigan house property.

Mr. *Seebohm*—continued.

As to the Cardigan house property, it would be impossible for me to collect that myself. Some even go as low as 3*d.*, some are 1*s.* 6*d.*, and so on, and Mr. Morgan Richardson, whom you saw yesterday receives those. I have never had any complaint about those. Now, I go to the leases. Personally, for 30 years, taking good years with bad, I have found farming pay. It is a very long subject to go into, and I do not know how far you would desire that I should go into it. I may tell you that I bank with a different banker for my farm from the house, so that the accounts are never under any circumstances mixed. I keep my books as strictly as I did when I served Her Majesty—a great deal more strictly really—well, I will not say more strictly, but about as much—and I know by my banker's accounts, and I know by my own banker's books, that taking good years with bad, I have not lost. Then I have written down, "I farm in rather an extravagant manner." I farm 201 acres, and my labour bill, including my bailiff, dairy maid, and farm servant, comes to about 220*l.* a year. That of course is farming extravagantly, but these men have been employed for year after year, and it does not break me to employ them on. As to the rent that I pay for my land, as I told you I keep my accounts very correctly, at least I hope so. I debit myself with the rent of 1*l.* an acre. I make the house pay for everything that I supply.

Lord *Kenyon.*

44,879. At market prices?—At market prices, when my wife will give me them. Well, we have compounded. For several years I kept a very strict debtor and creditor account between the house and myself, and I found it amounted in the rough to about 200*l.* a year. Therefore, now I debit myself with 201*l.* rent, and I credit myself with 200*l.* a year for the supply of the house, which I think is a very moderate one, considering that I have rather a large establishment to keep up—horses and so on. Now we are talking about the rent. That I put down at 1*l.* an acre. I find that my rateable value is much less than that. It is 16*s.* an acre, but the rateable value is put down by gentlemen who are very anxious that I should pay the utmost to save the rates, and I find that whilst I am charged 16*s.* an acre, one surveyor that I employed, and one that the Board of Guardians sent themselves, put me down respectively at 12*s.* 6*d.* and 13*s.* 6*d.*, but I, moreover, find, for I have taken the trouble to go into the thing, that four adjoining freeholds are at 12*s.* 11*d.* an acre, and six rented farms that absolutely abut on my own land, and are only divided by a hedge—and therefore, for all practical purposes you may say that the value of the land is somewhat the same if it was farmed in the same way—I find that they are 10*s.* 1*d.* Those documents are of great importance, because they are absolutely taken from the parish registers and maps, and they show exactly what the rented farms are, and what the freehold farms. The freehold

Lord *Kenyon*—continued.

farms are all put up highly because there is no possibility of making a case to get a reduction. A tenant pays his rent, and he says, "That is my rent," and he is rated upon that; whereas a freeholder pays no rent, and one of the most iniquitous parts of it to my mind is that anyone on the Board of Guardians can get up and say, "He is not sufficiently highly rated, shove him "up," and then to go to appeal would be a very great deal of trouble. I think that gives you a very good idea of the way in which I keep the accounts and so on. I have made out a tabular statement for 23 years of my profit and loss on the farm.

44,880. That would be very valuable. Would you give us that?—I can give you that, and I can give you the book from which it is made up.

44,881. Will you just read the summary of those years, so that we may get it on the evidence?—I will read the summary. Here I put in a statement for 10 years, by which you can see at a glance what I have made and what I have lost in each year.

Mr. *Seebohm.*

44,882. What year do you begin?—I begin in 1870. May I make one remark before I go on? In all these documents I am giving, please to remember that I am excepting 1893 altogether. It was an exceptional year. You must not be biassed in any way by my accounts in reference to 1893 or 1894, in fact 1892, because we have had very bad times.

Lord *Kenyon.*

44,883. Will you just read out, then, every year the profit and loss?—Well, that will not give it you accurately, because I had a different amount of land in hand in 1871 to what I had in 1870.

Mr. *Grove.*

44,884. But you have still debited all the charges against it?—I have debited all the charges against it, but still it makes a little difference.

44,885. Not appreciable, I think?—Very well, if you are satisfied I am. In 1870 I gained 43*l.*, in 1871 I gained 58*l.*, in 1872 I gained 128*l.* (I can account for it if you wish it), in 1873 I gained 70*l.*, in 1874 I gained 90*l.* I will call it plus and minus. In 1875 plus 1*l.*, in 1876 plus 37*l.*, in 1877 plus 70*l.*, in 1878 plus 27*l.*, in 1879 minus 34*l.* (I lost all my sheep that year by rot), in 1880 minus 23*l.*, in 1881 plus 6*l.*, in 1882 plus 83*l.*, in 1883 minus 128*l.*

Lord *Kenyon.*

44,886. What was the reason of that?—Well, I did badly all round, I had a very bad dairy-maid to begin with. 1884 minus 4*l.*, 1885 minus 31*l.*, 1886 plus 27*l.*, 1887 plus 8*l.*, 1888 minus 16*l.*, 1889 plus 98*l.*, 1890 plus 82*l.*, 1891 minus 41*l.*, 1892 plus 158*l.* I was so astonished at the result of 1892 that I verified all the larger amounts by my banking book, and I cannot find out that there is a mistake in it, but it seems incredible. I cannot make it out at all.

Lord *Kenyon*—continued.

44,887. This is 201 acres, you say?—Yes.

44,888. Except the first two years?—Except the first one year. About 1892 I was so dissatisfied with my own accounts that I have compared them with the averages that I have shown to you now, and I cannot find any discrepancy. The only way that I can account for the large balance in 1892—because I think it is necessary to try and explain such a thing—is this. I sold 254*l.* worth of cattle, and I did not reduce my stock, but I think that I sold cattle that would have come in 1891, when I had a deficiency of 42*l.*

44,889. You must average the two years?—Yes, averaging the two years would make a certain amount of difference.

44,890. Then it would depend how you valued the cattle on the previous year?—I do not value them. This is as I sell them. In the previous year I only sold 204*l.* worth of cattle, and in 1892 I sold 254*l.* worth. I sold sheep very much better, sheep 37*l.* the one year, and 59*l.* the next year. Butter was slightly better, but the expenses of working the farm were not so great.

Mr. *Grove.*

44,891. The average is 28*l.* for the 23 years?—I have just jotted down the prices of animals within different years. The highest price I ever got for two-year-olds was 19*l.* a head. That was the highest price. That was in 1874. The lowest price was this year, when I got about 13*l.* for the same class of animals. I sold heifers in 1879 for 23*l.*, but then that was a fancy price, because they were very breedy animals.

Lord *Kenyon.*

44,892. What class of stock were they?—Shorthorns.

44,893. What were the others—steers?—The others I sold to Mr. Elkington, of Llanelly. He bought the whole lot at an average of 19*l.*

44,894. What were they—mixed?—Heifers and steers, yes. The average I make out to be about 16*l.* for that class of animal. Now in giving the accounts that I have produced before you, I have not debited myself with any interest on the principal. I value the stock, say, at 1,500*l.*, and I think you may take off a certain sum for interest upon that. Of course I do not pay it; I inherited it; and therefore I have never carried it into my accounts.

Mr. *Seebohm.*

44,895. That would turn it into a loss, would it not?—It would turn it to a loss undoubtedly. That is the reason I am more particularly bringing it to your notice. It would turn it into a loss, but then taking into consideration

Mr. *Seebohm*—continued.

the rent I am paying, which no farmer would pay, and the rate of wages I am paying, which no farmer would possibly pay, I consider unquestionably that taking the two together, the farm has paid its way.

Lord *Kenyon.*

44,896. How many men do you keep?—I keep three farm servants, the bailiff, the dairy maid, and the farm boy. Then I keep two carters, a cowman and a labourer.

44,897. Do your labourers do any other estate work besides the farm work?—Yes, they do a little, for instance, keeping the roads tidy and so on, and they cut timber occasionally, but when they cut timber the house repays the farm; it would be shown in that account. For instance, this very year the house repaid me 10*l.* that I had paid these men for cutting timber which was sold at the public auction.

Mr. *Seebohm.*

44,898. May I ask whether this includes the bailiff's salary?—Yes.

44,899. Of how much?—The bailiff gets 32*l.*

44,900. Which of course the tenant farmer would get for himself?—Yes, exactly. The dairymaid, the farm boy, and the bailiff get between them 52*l.* 10*s.* and their keep. That is where I say that the farm pays. If you take my accounts, I am quite willing to admit that they show that there is a balance against me, but I am not going into what I am doing; I am going into agriculture—what A, B, C, and D ought to do.

44,901. So that what it comes to is the average according to your figures is 28*l.* a year; if we added another 50*l.* for a fourth of the rent, that would bring it to 15*s.* instead of 1*l.*?—Why would you add a quarter of the rent?

44,902. I think you said you thought 15*s.* would be more like the rent than 1*l.*?—Well, I let out at this present minute 20 acres of the very land for which I am debiting myself 1*l.*; I only get 1*l.* an acre, and I pay the rates as well, so that I really only get 15*s.* for it.

44,903. That would raise it to 78*l.* Then, if we deduct the interest at 4 per cent., that would take 60*l.* off; that would leave 18*l.*, besides the 22*l.* 15*s.* for a tenant farmer?—Yes.

Lord *Kenyon.*

44,904. Now you have something to say about depression in farming?—Yes. There is not the slightest doubt that there is very considerable depression. You need not come from London to find that out. Then the question is what it is due to. There are a great number of causes. The first is bad seasons; we have had some very bad seasons lately, and no matter what the crops were we could not harvest them. Then, in the next place, we have no outlet as we used to have formerly. We have not the same outlet. A railway has been in construction for 60 years here, and there is where Government can do something.

Lord *Kenyon*—continued.

44,905. Still in course of construction?—Yes, still in course of construction, and it will be in course of construction probably when I am somewhere else. It is scandalous, and that is a point where you really can do some good to the tenants down here. Other countries have State aid for railways. Why, after a Bill has been promoted 60 years in this county, the farmers have spent their money to bring the railway down, the poor fellows have put in 10*l.*, 20*l.*, 30*l.*, 40*l.*, 50*l.*, according to their means, the gentry have subscribed from 100*l.* to 500*l.*, and so on, and here is 60 years and that railway has not come. But it is kept warm; no one else can go in, because they go on renewing their Bill.

Mr. *Seebohm.*

44,906. Is that a contractor's line?—It is the Great Western's supineness in bringing that railway down.

Lord *Kenyon.*

44,907. Where is that railway to and from?—It is coming from Llandyssul here; I say coming. Tenants have been unable to cultivate their land, because they did not know what year the railway would come through that bit of land. Men have bought in this very town—perhaps there are some here now—land at enormous prices in hope of the railway coming, and they cannot turn land into coal yards or anything. No railway has come, consequently we have no outlet for our produce. In consequence of no railways our field of sale is very much limited. Drovers will not come down here. Why should they? Why, my cattle have to travel 14 miles before they can get a truck. The drover will say, "I am not going to drive cattle that have "been pampered 14 miles," they will not come. I asked the other day how a fair was going on at Llandyssul, and the drover there said, "Newcastle Emlyn—where is it?" and there was a general laugh. Nobody knew where it was. Nobody comes down. When we get a railway we shall have a better chance. Now there is one point I want to call your attention to particularly, because I think a great deal hinges upon that. Agricultural depression arises in a great measure down here from agricultural depression in England. England, as you know, used to be a great corn-growing country, and we used to send thousands of cattle away to be used as oxen, first of all to plough that land in England, to tread the straw, and to eat it. Now that there is no corn grown in England there is no outlet for all that great quantity of our black cattle, and that has a great deal to do with the present depressed prices.

Mr. *Seebohm.*

44,908. Did those black cattle go chiefly to the south of England, to Sussex, and so on?

Mr. *Seebohm*—continued.

—Yes; I have seen hundreds and hundreds of them, and men have made their fortunes in this town simply by driving them up there. Well, that has gone. That is another cause of depression. Then another is this: the Welsh farmer is a very hard-working man and a very good farmer—I have been in every country in the world, and I have looked up agriculture pretty nearly everywhere—he is a very good man all round, but he has not got capital to farm up to date. Farming is not now what it used to be, where one could keep cattle going for three or four years. If you do not have the thing in the London market quick, and at the right time, it is no good. It is no good selling four-year old sheep and four-year old cattle; you must have them in the market, and you must turn your money upon them in two years, or else it is no good. I do not think the tenant farmer has enough money to do that. I do not think he has as much building as he ought to have, and I do not think he has enough capital to put manure in to raise the crops quickly enough to feed the animals. I have nothing more to say. I shall be very glad to answer any questions.

Lord *Kenyon.*

44,909. I wanted to ask you one question. Do you find the widows farm their land well unless they have some son to help them? Do you find any difficulty in dealing with widows?—I do not think I have a widow who has not a son.

44,910. You have no case in point?—But I would like to tell you this. I am sorry to say it for the sake of the gentlemen here, but all my best tenants are widows. The women all farm better than the men, taking it through and through, and all the estates in Cardiganshire I think are pretty well the same.

44,911. That is a great tribute to the Welsh widow, is it not?—I think a woman has a much better chance in farming than a man.

Mr. *Seebohm.*

44,912. She looks after the dairy better, I suppose?—She looks after the dairy better, and the men will obey her, and they will take something from her which they will not take from a man.

44,913. I did not quite understand whether you prefer yearly agreements or leases yourself?—I have a form which has been used, but I really have not given anything of that kind for so long. It is a very haphazard way of doing things, but they simply, when a man dies, step into his shoes. There is no further engagement.

44,914. It is simply a verbal agreement?—Simply a verbal agreement.

44,915. I have only one other question to ask you. I do not quite understand why this railway is not completed. Is it from want of funds?—Well, the Great Western ought to have funds enough. They think it will not pay, and they do not care to hurry it up.

Mr. *Seebohm*—continued.

44,916. But they are the promoters of the Bill, are they?—Someone in the room I daresay can tell us.

Lord *Kenyon.*

44,917. They have been working at it?—Oh, yes, they have been working at it.

44,918. I thought it was simply a pigeon-holed Bill?—But if you put a spoke in their wheel, I think it might be finished.

Mr. *Grove.*

44,919. We can do that. One of the directors is on this Commission, so that we can say a word about that?—I am a shareholder, and I would most willingly give up all my interest. Then in reference to agricultural depression, we are over-handicapped by the railways charging so much for home produce, and so little for foreign. I should like you to make a remark about that. I daresay you have had evidence about it before.

Lord *Kenyon.*

44,920. Yes, we have had a great deal of evidence as to that. This is a line, I understand, which is promoted entirely by the Great Western?—Originally it was a line promoted by Welshmen down here. I forget what the capital paid up was, but it was something enormous, and it was all squandered. Then it went into Chancery, and the Great Western bought it up under a promise that they would continue the line on to Newcastle Emlyn. I sold my shares at half-a-crown apiece—a large sum—on the understanding that they were to complete it at once, whereas it has been going on for something like 10 or 15 years again.

44,921. Do you think there is any possibility of a competing line from the north from the Aberystwith direction?—I should think not. I do not see that there is any possibility of any profit. There would be a profit to Newcastle Emlyn I think without a doubt, but there is not room enough for two.

44,922. You think there is no connection with Manchester by that line that calls itself the Manchester and Milford line?—You go on a portion of the Manchester and Milford to-morrow, but there seems to be no money and no inclination. I do not see that it is possible for a competing line.

44,923. Is there any chance for light railways in this district to be of any service?—If Government would only encourage it, there would be at once, they are most absolutely wanted, there is the Vale of Ayron, about which you will have evidence to-morrow, a line might be constructed there, and there is a great portion of Pembrokeshire that is absolutely devoid of railways.

44,924. And you think the gradients are not too steep, they would admit of such railways?

Lord *Kenyon*—continued.

—Nothing is too steep in these days, when they go up Mont Blanc.

44,925. I think exceptional cases like that hardly bear upon the matter?—Possibly not.

Mr. *Grove.*

44,926. Just one question if you please. You say that all the tenants have done fairly well?—Mine—of course not all—many are ruined. There are plenty of people who will come after me, but to my mind the freeholders are the worst off in this country out and out. If I had to begin life again, I would begin life as a tenant, and not as a freeholder.

44,927. Then you think that those freeholders who bought their land and have to pay interest on the money, regret it, do you?—I think they ought to. I know of one case where, if the gentleman had not bought his land, he would have a much better rent from it, but I think he will give evidence to you presently.

Mr. *Grove.*

I will not ask you any further questions, as you have given us such clear evidence.

Mr. *Seebohm.*

44,928. I only want to ask you about these black oxen which you were speaking of. How long is it since oxen were used here for ploughing generally?—Never in my time. I can remember 50 years. There are plenty of people here who may remember.

44,929. What I want to get at is this. How much do they reckon to plough in a day now?—What, with oxen?

44,930. No, with horses, the way they plough now?—If you go to any book on farms, or to any authority, you will find they ought to plough under ordinary circumstances an acre a day, they do not do anything like that now.

44,931. Why is that?—I do not know. I cannot answer you that.

44,932. Is it the pace of the oxen?—No, I am not talking about oxen ploughing.

44,933. But the man who goes behind the plough now is the same man, perhaps, who went behind the oxen, and he lets his horses go just as slowly as the oxen used to go?—Oh, no. I do not know about that. I never had oxen ploughing, and know nothing about them. I do not know how much they plough in a day, but I certainly should not think more than half-an-acre.

Mr. *Seebohm*—continued.

44,934. Is not that very much against the paying of the farm?—Well, they plough very deep, and the oxen fatten and come to profit, whereas from the horse you get nothing at all.

44,935. But as farming is now conducted is it not the want of greater energy and rapidity in things like ploughing, that prevents their paying?—Well, I should say so. I do not suppose anybody ploughs with oxen down here now, and I never could tell why they did in England until I was told that they did a certain amount of work, and that the six oxen eventually, after a certain number of years, were sold at 20*l.* a head.

44,936. Do you think there is room for improvement in the little farmers here as regards these things—as regards energy in ploughing and saving time?—Well, I think the farmers here are very good, but they have not the capital. For instance, if a bad year comes, the man has to pay his rent. He cannot go to the bank and keep his animals, he must sell. If he had a little capital to back him out, then he would not be obliged to have a forced sale. That is the reason why I think all landlords would do well to give notice beforehand of all reductions that they are going to give. It may save from settling at a forced sale.

Lord *Kenyon.*

44,937. What do you call notice? How long notice should be given in your opinion?—We know that 1893 was a bad year. They never pay their rents until three or four months in arrears here. When you see that really a bad year is passed, I think that it is time to say to the tenants, "Well, at the next rent you will have a "reduction." This year I gave my tenants notice, I think in January, that they were to have a reduction when they paid their September rents, I told them that they were to have a reduction when they paid their June rents, and that they would also have a reduction when they paid their September rents, which they pay about January again, so that they have got a good year in advance. I may say, my Lord, that any document I have in the world you shall have a copy of if you wish.

Lord *Kenyon.*

Thank you. We are very much obliged to you for your very interesting evidence.

The witness withdrew.

Mrs. Mary Marles Thomas called and examined.

Lord *Kenyon.*

44,938. Have you a statement of your evidence?—Yes.

44,939. Will you kindly read it?—I am the widow of the late Rev. William Thomas, M.A., who was for 20 years minister of the Llwynrhydowen congregation, in the parish of Llandyssul, and I have been requested by the members of that congregation to give evidence on the subject of

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

the eviction of the minister and congregation in 1876.

The history of this congregation dates back to the early part of the last century. It was a branch of the church founded at Pantycreuddin, near Gellifaharen, Llandyssul, by the Rev. Stephen Hughes, M.A., of Mydrim, Carmarthenshire, one of the ejected Two Thousand of 1662, the first chapel at Llwynrhydowen having been erected in 1726, when, owing to a divergence of theological belief among the members of the mother church, a new cause was founded under the leadership of the Rev. Jenkin-Jones. Mr. Jones was succeeded by men distinguished as scholars, poets, divines, and orators, and the congregation has always been recognised as consisting of members of marked intelligence and advanced Liberal views.

The present church, therefore, had already had a distinct corporate existence for 150 years. The ground on which the chapel stood was held on a lease of 99 years at a nominal rent of 12 pence, to be paid every Michaelmas, but on the 28th October 1876, immediate possession of the chapel and burial-ground was demanded by the heir of the Alltyrodyn lessor of 1781, Mr. John Davies Lloyd, of Alltyrodyn, on the following grounds:—(1) That all the trustees named in the lease of 1781 were dead, while no successors had been appointed. (2) That, as alleged, though no explanation of the statement was given, the chapel had been used for other purposes than the worship of God. Notices were served on the minister and three of the leading members, forbidding them to enter the burial-ground or chapel. The writs were served late in the afternoon of Saturday, October 28th, so that there was no time to inform the members of the congregation before they assembled as usual for the Sunday morning service. This was, consequently, held in the open air; the minister announced from the steps outside the graveyard gates the facts of the case, and delivered an address, taking for his text the writ he had received the previous afternoon.

The first intimation of the notice had been received by the late John Jones, Esq., solicitor, Llandyssul, who was a member of the congregation. It was written by Mr. Mason Allen, agent of the estate, and was as follows:—

"1, John Street, Bedford Row,
"DEAR SIR, London, 20th Oct., 1876.

"I BEG to call your attention to the lease herein dated the 19th March, 1781, and to inform you that I am instructed, and intend forthwith to take possession of the above chapel, and I forbid any person to trespass therein. I shall bring action against any person entering the chapel from this date.

"In explanation of the above, it is but fair to you to mention that the lessees being all dead, and no successors having been appointed, the tenement reverts to the landlord, against whom all persons are trespassers. Had even the succession of trustees been kept up, I should have sought to eject them for breaches of the covenant to use the chapel for the worship of God and to 'no other purpose whatsoever.'

"I am, &c.,
"S. M. ALLEN.

"John Jones, Esq., Solicitor,
"Llandyssul, South Wales."

Lord *Kenyon*—continued.

Mr. Jones, on behalf of the congregation, wrote in a most kindly spirit to remonstrate with Mr. Allen. The following is the latter's reply:—

"DEAR SIR, London, 30 Oct., 1876.

"I AM in receipt of yours of the 28th instant. I should not have thought that you would have considered that I was very much given to trifling. I assure you I am perfectly serious in my intention to fight the question about the possession of this chapel, and I hope you will speedily bring your mind to realise the fact. I fail to see what I have to do with the 'congregation.' If there are any persons legally entitled to possession other than my client, that would be another thing. I can only say, that if any person having had notice not to trespass, shall be found trespassing, after that notice, I shall ask you to accept service of writ on his behalf.

"I shall, however, be glad to conduct the proceedings in an amicable spirit, so that the matter may be determined upon the strict legal rights of the parties.

"I am, &c.,
"S. M. ALLEN.

"John Jones, Esq., Solicitor,
"Llandyssul."

Since the General Election of 1865 and 1868, especially the latter, the congregation at Llwynrhydowen, had been subjected to a great deal of petty oppression and persecution, which culminated in the eviction when the young heir of Alltyrodin attained his majority. The minister was a very pronounced Liberal, and took a prominent part in politics. Being an effective platform speaker, he was in great request, and frequently addressed public meetings on political and social questions. This made him a marked man, and the object of strong dislike to the Tory agents especially; they were frequently heard to express their determination to remove him from the district, where they believed he did so much to awaken thought and enlighten public opinion on general, and particularly, on political questions.

It is to be noted that in 1870, four tenants on the Llanfair estate; and in 1871, eight tenants on the Alltyrodin estate, who had all voted for the Liberal Candidate in 1868, were compelled to leave their farms. One of them was a deacon, three others were prominent members of the Llwynrhydowen congregation, and all were well-known staunch Nonconformists and Liberals.

Both the estates were in Chancery at the time, the heirs being minors, but the sole subordinate management was in the hands of agents, known to be of strong, and even ultra-Tory pro-

Lord *Kenyon*—continued.

clivities, who were, it is believed, urged on and misinformed about the sayings and doings at Llwynrhydowen by spies and sub-agents, who hated the political principles of the minister and congregation.

Early in 1877 Capt. Lloyd came to reside at Alltyrodin. On June 15th he sent an express messenger to invite my husband to call upon him. On the morning of the 16th I accompanied him to Alltyrodin. We were received most cordially by Capt. Lloyd, who explained that he wished for a personal interview to talk over affairs connected with the closing of the chapel. He stated that he was in California at the time, and he knew nothing whatever of proceedings on his estate until he came home, when he was told by his agent and sub-agents that they 'had 'closed the chapel because the minister regularly 'abused him every Sunday from the pulpit and 'sought to prejudice the tenants against him.' He was glad the agents had done so, and felt that it was right; he would not be abused on his own estate. My husband explained to him that the report was utterly false, and he accepted the explanation, but added that he could not interfere, as he left his affairs entirely in the hands of his agent. As a matter of fact, Capt. Lloyd was staying in the neighbourhood at an inn, called 'Alltyrodin Arms,' opposite the chapel, and within a quarter of a mile of the mansion, three weeks before the eviction, and a week after the event he was staying at the same place. During this latter visit a deputation waited upon him, with an attempt at conciliation, but they only met with a coarse rebuff. That week the doors of the chapel were locked and the graveyard gates were fastened with a padlock. During the interview at Alltyrodin Capt. Lloyd talked a great deal in a glib, incoherent fashion; his whole manner and statements were so erratic and contradictory that no reliance could be placed upon what he said, but throughout he frequently declared that he left all the management of his affairs to Mr. Allen and his agents, so he did not consider himself responsible for evictions or anything else.

44,940. Have you any copy of the covenant or of the lease?—I have not.

44,941. I see in this letter it refers to "breaches of covenant to use the chapel." I suppose there must have been some such document?—Well, it is usual in the rural districts in Wales to hold meetings connected with the Sunday school and with social and political questions at the chapels. They have no other place.

44,942. But I mean is there no copy in existence, or is that document in existence which contains that covenant?—Yes, I think it would be in the office.

44,943. There must be some document, I should think, otherwise how could he say that the covenant was broken. There must have been a covenant existing?—Oh, it existed; there is no doubt about that.

44,944. Is Capt. Lloyd alive now?—No, he died in 1878.

Lord *Kenyon*—continued.

44,945. Two years afterwards?—Yes.

44,946. You say that he talked in an incoherent sort of way and that his manners were erratic. Was there anything strange about him in any way?—Well, he was weak in intellect, at least that was our impression, but his agents did not acknowledge it. He talked a great deal of how he had travelled, he said he had travelled all over the world; one minute he was in Australia and another minute in California. Then he showed us a revolver, and there was not a sentence without oaths and imprecations.

44,947. He was supposed to be somewhat weak in intellect, but not sufficiently weak to be deprived of the management of his estate?—Oh, no. He told us that he had put everything into the hands of his agent. I am sorry both are dead. I am sorry that of the evicted tenants there are only two living, so that I can only just barely make these statements. I daresay there are many to corroborate me. There will be evidence on the subject, I think, given later on.

44,948. You say that some of the tenants were compelled to leave their farms. Can you give us details as to those?—There will be several who will come and give details during the morning. There is one present now.

44,949. Would you rather they should give it for themselves?—I can name them if you prefer, but you will have them later on, I know.

44,950. It is far better to get it first hand?—Very well.

Mr. *Seebohm.*

44,951. Could you tell us the date of the lease for 99 years?—1781. There were only three years of it to run. Mr. Allen stated to Mr. Jones, the solicitor, that he had no idea we should have accepted the writ so readily. He thought we should have gone to law. His expression was that he expected to have a nice bone to pick.

44,952. The lease had expired?—No, there were three years to run.

44,953. Then legally, of course, he must have gone on the question of covenant?—That was the pretext made.

Lord *Kenyon.*

44,954. Do you think you could obtain us a copy of that covenant, or the actual lease itself?—Yes, I think we can.

Mr. *Seebohm.*

44,955. May I ask are you still in possession of the chapel, or is it still withheld from you?—Captain Lloyd made a very extraordinary will, bequeathing all, in the event of his dying childless, to Allen. The case was tried in London. The will was disputed by his only sister, and she won the trial, at least there was a compromise effected before the trial closed. When Mrs

Mr. *Seebohm*—continued.

Massey, his sister, returned to Wales, she was publicly received at Llandyssul, and had rather an ovation given her. In passing the chapel mentioned she alighted from her carriage, unlocked the gates, and brought the keys to us, giving us back the chapel; but in the meanwhile we had built a new chapel. A new chapel was built about a mile distant.

Lord *Kenyon.*

44,956. She did what she could to make reparation?—She did what she could. She had been totally ignored in her brother's will.

Mr. *Seebohm.*

44,957. That is still retained?—It is in our possession now. A new lease was granted at the expiration of the 99 years.

44,958. So that now you have a lease without the obnoxious covenant?—Yes. I believe there are certain stipulations in the new lease.

Mr. *Grove.*

44,959. What rent under the old lease did you have to pay for this chapel?—12*d.* a year.

44,960. Was that paid regularly every year?—Yes, regularly.

Lord *Kenyon.*

44,961. Kindly speak of your own knowledge. We cannot have any prompting of the witness. You can always say to the best of your knowledge?—I was not quite sure, and this gentleman is one of the trustees.

Mr. *Grove.*

44,962. There was an obligation, I suppose, in the lease to appoint new trustees if the old trustees died?—Yes.

44,963. That was not done?—That was not done. It is a very common thing in our district.

44,964. Yes, it is too common, I am sorry to say?—The whole family had been exceedingly popular in the district until this young heir came into the property.

44,965. Then I notice at the end you say that Captain Lloyd said that he left it to Mr. Allen, and he did not consider himself responsible for anything that was done?—Yes, he said so repeatedly.

44,966. Surely Captain Lloyd would be responsible for the acts of his agents?—He told us distinctly that he was in California at the time, whereas he was really staying in the neighbourhood, opposite the chapel, three weeks before.

44,967. You think, then, that the agent must have been in communication with him at the time of the eviction?—Oh, there is no doubt about that.

Mr. *Grove*—continued.

44,968. We must assume that, I think?—Oh, yes.

Mr. *Seebohm.*

44,969. May I ask one question. Is this an entirely isolated case? I hope you do not know of any other case at all similar?—Well, I do not know of one so painful, but I think you will judge, before the day's evidence is over, that there are tragedies connected with this case.

44,970. Within the last 20 years?—Yes, since the election of 1868.

Lord *Kenyon.*

44,971. Was it a fact that no more trustees had been appointed?—Yes, it was, and that is a common case, I am sorry to say, in Wales.

44,972. A question is sent up by Mr. J. J. Jones: "What restrictions are there in the present lease?"—I think something similar to the old lease.

44,973. Restrictions as to the chapel?—As to the chapel not being held for political meetings.

44,974. May I ask this question of my own: Do you think it is a good thing that political meetings should be held in chapels?—Well, in districts like that one there is no place to hold them in. They either cannot be held at all or must be held in the chapels. I know it is an every-day occurrence.

44,975. I suppose, if another place could be found, ministers would prefer not holding political meetings in their chapel, in the same way that we should prefer such political meetings not to be held in our churches?—Oh, decidedly. They had, for instance, a meeting in the schoolroom connected with St. John's Church. I think I am right in saying that schoolroom was built by the parish rates. That was on a political question connected with the school board test, when party feeling ran very high in 1871. Though the one side had the use of it, the other side were refused.

Mr. *H. L. Stephen.*—May I suggest, my Lord, that we are getting rather into the realm of hearsay.

The *Witness.*

The vicar of the parish said the place belonged to him.

Lord *Kenyon.*

44,976. Is this your own knowledge?—My own personal knowledge. That was early in 1871, and they all had to go out, and the Liberals held their meeting out in the open air in a drizzling rain.

Mr. *Grove.*

44,977. I suppose no schoolroom is attached to the chapel?—No, there is none.

44,978. If there were a schoolroom available, you would naturally go to that instead of to the chapel for political meetings?—Oh, yes, deci-

Mr. *Grove*—continued.

dedly, but we have very few schoolrooms. The Sunday schools are always held in the chapel.

44,979. Do you think that the holding of a political meeting at the chapel interferes at all with the aspect of the matter?—I do not personally, as there is no other place for it to be held.

Mr. *Seebohm.*

44,980. I thought that legally now the public elementary schoolroom is bound to be at the service of everybody for political meetings?—Yes, but that was early in 1871.

Mr. *Seebohm*—continued.

Lord *Kenyon.*

44,981. I have some questions sent up by Mr. Stephen. "Is Mrs. Massey still alive"—that is, Captain Lloyd's sister?—I believe she is. She lives at Tenby.

44,982. "Have you informed Mrs. Massey that you were coming to give this evidence"?—No, I have not.

The witness withdrew.

Mr. William Davies called and examined.

Lord *Kenyon.*

44,983. You are Mr. William Davies, of Rhydowenfach, Llandyssul?—Yes.

44,984. And you wish to give evidence with regard to David Jones, Prengwyn?—Yes, my Lord.

44,985. Who is David Jones? Is he alive?—He is alive, and here present to-day.

44,986. Can he not give his own evidence?—No, not very well.

44,987. We much prefer evidence at first hand if we can get it?—He can give it in Welsh. He cannot give it in English.

44,988. There are a number of Welsh witnesses. I think it would be much more satisfactory if he would give his evidence himself?—He is here present, and will answer any questions.

44,989. Does he understand English?—He does not.

44,990. Then he would not understand what you are saying to me?—He has faith, I suppose, in me?

See 45,054. 44,991. But it would be more satisfactory if he would give it himself?—I am quite willing.

44,992. Then you also wish to give evidence on behalf of Mrs. Mary Jones, of Rhydyfen?—I am sorry to say that Mrs. Mary Jones died and was buried last week. When I took her evidence she promised to be here present.

44,993. Will you give us her evidence?—Mrs. Mary Jones, Rhydyfen, Llandyssul, took a farm of 38 acres at 30*l.*, in 1869, from John Thomas, Esq., Llanfair, who was a minor at the time. His brother took a great interest in the estate. He did all the work for him—that is Captain Thomas, the landlord. In the year 1871, two years afterwards, she received notice to quit.

44,994. Had the heir come of age then?—No, he had not. She retook the farm at 32*l.* a year rent, with a promise to have the house she lived in and the outbuildings rebuilt. They were in a bad condition at the time, very bad indeed. In the year 1875, a new dwelling-house was built, with a promise to have the out-houses completed by November of the same year. In the meantime after the dwelling house was built, and after all the slates, lime, and gravel for mortar had been carted by herself for the out-houses, but before the out-houses were built the rent was raised to 35*l.* No notice had been given at that time, only she allowed it to be raised in that case. Instead of completing the out-houses, in the same year, the year 1875, all the slates and mortar were carted away to another farm, Ffosesgob, under the same landlord or the same owner. The next year, 1876, she had to cart fresh slates and lime for mortar the second time, and the out-houses were built, but not completed until very far into the winter, in consequence of which her cattle had suffered very much from exposure—from frost and snow. In the year 1879, the farm was sold by auction, when she sent in a bill for carriage and labour in clearing the ground, and doing other work in regard to the new buildings to the amount of 63*l.* for expenses incurred by her, but she could not get any compensation whatever.

Lord *Kenyon*—continued.

44,995. Has her rent been raised under the new landowner?—Yes, at present her rent is 42*l.*, but the landlord and Mrs. Jones were getting on very nicely; occasionally there was an abatement made.

44,996. What was the abatement?—10 per cent.

44,997. That is a largish increase. She was willing to pay that?—Well, she did pay it.

Mr. *Seebohm.*

44,998. Till she died?—Till she died, with the exception of an abatement.

Lord *Kenyon.*

44,999. When did the abatement take effect?—I believe last year.

45,000. She paid 40*l.* from 1879 to 1893?—I believe so.

45,001. Not 42*l.*?—No, 40*l.*

45,002. I suppose you would say that you want better compensation for improvements than she had there?—Quite so.

Lord *Kenyon.*

Mr. Stephen, with regard to this case of David Jones, of Prengwyn, would you prefer to have this evidence given by the man in Welsh, or to take it as it is given by this gentleman?

Lord *Kenyon*—continued.

Mr. *H. L. Stephen.*—I should be content to take it from this gentleman—of course I am speaking in the dark as to what the evidence is, but I think there is great advantage in having an English-speaking witness, if I may say so.

Lord *Kenyon*

Oh, yes.

Mr. *H. L. Stephen.*—I understand that the other witness is in the room, and can be referred to in case of necessity.

Lord *Kenyon.*

Very well.

45,003. Then we will take this other evidence from you, fully understanding that you are willing that the other tenant should substantiate anything you say?—Yes.

Mr. *Grove.*

45,004. I should like to ask two or three questions first of all on this case of Mrs. Mary Jones. We understand the history of that case to be this, that there were 38 acres at 30*l.* a year?—That is so.

45,005. That in 1871 notice to quit was given?—Yes.

45,006. Why was notice to quit given?—On purpose to raise the rent.

45,007. I suppose it was known that that was the reason, was it?—That was the reason.

45,008. Then it was raised to 32*l.*?—Yes.

45,009. And afterwards to 35*l.*?—Yes, without any notice.

45,010. Then it was raised to 40*l.*?—After the sale.

45,011. After the sale by the new landlord?—Yes.

45,012. There are 38 acres. What sort of land was it?—Well, middling, not extra good.

45,013. Then you think 1*l.* an acre rather dear for it?—Rather dear.

45,014. You know the land yourself?—I do. I live the next farm to it. If the time had been as good as it was this last few years, of course it would not be dear, but taking one year, I consider it too high, especially when the bad years come in.

44,015. Then you also complain of the slow way in which they did the buildings, having to cart the stuff away, and then bring it back, and all that sort of thing?—Yes, the second time.

45,016. And, as the Chairman has asked you, you would consider that there ought to be compensation for improvements?—Yes.

45,017. Now they made a claim for 63*l.*?—63*l.* was the claim.

45,018. Can you tell us what that was for? What was the nature of the improvements?—For the expenses incurred in the buildings.

45,019. Haulage?—Haulage, clearing the ground for building the houses, and pulling down the old houses, and clearing the place where it was. The new houses were built on a new plot of ground. She made a very careful calculation at the time, and sent in the bill, giving it to Mr. Chapman.

Mr. *Grove*—continued.

45,020. You have not got a copy of that bill, I suppose?—No, I have not.

45,021. Are you a farmer yourself?—I am a farmer. I am a retired master mariner, and I have been a farmer since 1882.

45,022. What way does it occur to you would be best to get compensation. Do you think by lease—by having a long lease, say for 14 or 21 years, or by what process do you think the farmer could get the protection that you think desirable?—I think the farmer, if he kept a correct copy of his accounts, should always be paid that amount when he is sent away, or when he leaves his farm. Whatever the improvements he has made are, that should be paid if they are real improvements.

Lord *Kenyon.*

45,023. Subject to their wearing out of course?—Subject to their wearing out.

45,024. There are some questions sent up by Mr. H. L. Stephen: "Can you tell us what "improvements were made on Mrs. Jones' farm "by the landlord"?—There were no improvements whatever, but he paid for the slates and timber and lime and the masons.

45,025. "Do you know what they cost"?—I cannot tell you, but if you would ask me for an estimate I should say the cost, roughly speaking, would be about 150*l.* possibly.

45,026. The building of the house?—The building of the house and the outhouses.

45,027. Not more than that?—Well, of course, she had to do a good deal of labour herself. Including Mrs. Jones' own account, of course it would amount to over 200*l.*

45,028. Did she do any carting for the house; I do not see that stated here?—She did all the carting, all the haulage.

45,029. For the new dwelling-house?—For the new dwelling-house and also for the outhouses.

45,030. Twice over for the outhouses?—Yes, she did all the cartage and prepared the ground for the masons to build on.

45,031. I suppose it is usual in this country for the tenants to do the cartage?—It is.

45,032. Now will you take the other case of David Jones, of Prengwyn?—I wish to inform you about this man; first of all that he had been a farm servant for some years, and then be got into trade as a mason. He is a mason by trade. He saved a little money, and took it into his head that he would build a small cottage for himself to live in, as he thought, as long as he would live, for himself and his family. In the year 1863 David Jones had a small plot of ground about 120 yards square under a promise of lease from Mr. Rees Thomas, of Dolaullawr, the trustee to the same estate again. See 45,054.

45,033. What was the name of the owner?—John Thomas, of Llanfair. He built it under a

Lord *Kenyon*—continued.

promise to lease when the heir came of age. The building cost him about 45*l.*, at the yearly ground rent of 10*s.* When the heir came of age, about the year 1876, he renewed the promise of a lease, but afterwards said that he would not need to draw up a lease, as he would never be sent away from his house as long as he lived, but in 1879 the property was sold, and his own house was also sold, without giving him any compensation whatever for the loss he had suffered through the sale. Now what this man complains of is that the law is in such a loose way; of course he knew he had no claim whatever; in fact he employed a solicitor, Mr. John Jones, of Gellifaharen, Llandyssul, a very respectable man, to apply for compensation for the house of some sort or another, but the compensation was entirely refused. He could not get a farthing.

45,034. Is he living in that house now?—No.

45,035. Was he given notice to quit?—He took the same house from the same landlord

45,036. He took his own house?—Yes.

45,037. At what rent?—2*l.* 10*s.*

45,038. Was there any document?—No document, only word of mouth.

45,039. You do not know what price the property sold for, do you?—It was sold with a small place there, about 8 acres of land altogether. It was all sold together. Captain Thomas, the brother of this John Thomas, took a very active part in politics at the time, and when he went to him to ask him to influence his brother to get him a lease he says, "No, "if we give you a lease you will get a vote "then, and I do not want to give you a vote." That was put as an excuse, that he should not get a vote.

Mr. *Grove.*

45,040. Then was the landlord different in politics to David Thomas?—He was.

Lord *Kenyon.*

45,041. But the landlord was a minor?—He was of age at that time. That was after he came of age.

Mr. *Grove.*

45,042. When the landlord made a promise to give a lease, did he say that he would send a letter in a few days—"In a few days I will "send you a letter." Was anything said about a letter?—No; nothing was said about a letter at all.

Mr. *Grove*—continued.

45,043. Nothing at all?—No, not as far as I remember To the best of my knowledge there was no letter. There was no promise of a letter.

45,044 David Jones seems to have built this house entirely on the promise—the verbal promise—of the landlord?—Of the trustee first, and of the landlord when he came of age.

45,045. And they did not fulfil that promise?—They did not fulfil that promise. That is the pith of the evidence.

45,046. Who was the landlord that came of age in 1876?—John Thomas.

45,047 Is John Thomas still alive?—No, he is dead.

Mr. *Seebohm*

45,048. Would you recommend that the law should be altered to give effect to a verbal promise in such a case as that?—I would.

45,049. Do not you think it would lead to a great deal of difficulty unless there were witnesses?—I consider myself that the law ought to be made in such a way that if a house is built on my land or on anybody else's land with the knowledge of the landlord, that should be taken in good faith as consent, and as good as a lease. That is my opinion.

45,050. But do you know that there was a statute passed, called the Statute of Frauds, in order to prevent fraud, which required written instead of verbal agreements?—Very possibly.

45,051. Do not you think we should get into just as much difficulty the other way if we made verbal agreements legal?—I think not. Of course I cannot say, but that is my opinion.

45,052. Certainly that law was passed to protect everyone. Do not you think now in Wales that it is one of the great faults of the Welsh tenants that they do trust to these verbal agreements?—I do.

45,053. And that they do not, like men of business, insist upon proper agreements in writing?—I hope you will understand, gentlemen, that in Wales very often there is a difficulty in getting these arrangements, and we have such faith in one another that we never think that they would do us out of our rights in that way; but certainly it is very wrong. I think with the education that we have now in process we shall get into better and more business-like ways than at present.

Mr. *Seebohm.*

It would be rather going back to legalise a verbal agreement, which cannot be substantiated. One man says one thing and another another. I do not think you would gain by it in the end.

The witness withdrew.

Mr. David Jones called and examined through an interpreter.

Lord *Kenyon.*

45,054. Are you David Jones, of Prengwyn?—Yes.

See 45,082.

45,055. Did you build a house in 1863 upon a plot of ground?—Yes. I am not quite sure of the year, but about that time.

45,056. Under a verbal promise of Mr. Rees Thomas?—Yes.

45,057. There was no document?—No.

45,058. Did it cost you 45*l.*?—I would not sell it for that. I put it up myself.

45,059. You put it up with your own hands?—As much as I could.

45,060. Have you got any bills for materials, and so on?—No; I have nothing.

45,061. You have no bills to show?—No; I have not.

45,062. When you applied for compensation, had you nothing to show in that way at all?—Yes, I gave them to Mr. Jones of Llandyssul, and I have never seen them since.

45,063. Is that the solicitor?—Yes.

45,064. What documents did you give Mr. Jones?—What I paid to the carpenter, and for timber, and so on.

45,065. In 1879 the property was sold; is that so?—Yes.

45,066. Are you living there now?—No; I am not.

45,067. Where are you living?—There is a house between that and mine.

45,068. Which you rent?—Under my landlord, who bought it.

45,069. Do you pay rent for the house you are living in now?—Yes.

45,070. How much?—I have two and a half acres of land, and I pay 7*l.* 10*s.*

45,071. To whom?—Mr. Thomas, of Ffoshelyg.

45,072. Is that the same gentleman who bought your house?—Yes.

Mr. *Seebohm.*

45,073. Before you sold the house, did you apply to the seller—to the landlord who sold it?—No, I did not.

45,074. But why not?—Because I thought he would pay me.

45,075. You do not understand my question. Why did you not apply to him?—I thought that he was too much of a gentleman—that he would be sure to pay for the work.

Mr. *Seebohm*—continued.

45,076. At that time or afterwards did he dispute that he had promised?—No, he did not deny that he had promised to pay.

45,077. He had promised a lease, had he not?—That was before then, when I worked there.

Mr. *Grove.*

45,078. When the sale was made, was it by auction?—Yes, by auction.

45,079. Were no bills of particulars put about on the walls and places?—Yes.

45,080. Did you see on those bills that your own cottage was included for sale?—I saw that the whole of it was.

45,081. The whole must include the lesser of course?—Yes.

45,082. You say that you built on a piece of ground 12 yards square?—I am not sure; I cannot say. It is about that.

45,083. Who was it that measured and showed you the boundaries of the land that you were to have?—There had been an old house there before, a long time before, and I was building on the same site.

45,084. Why did you build the house and depend upon word of mouth, when perhaps you might have had a letter by asking for it?—That was foolish on my part.

Lord *Kenyon.*

45,085. This is a question by Mr. H. L. Stephens: "Did you have your old house when "it was sold"?—No, I did not for two or three years.

45,086. How was that?—Because my landlord rented it and did not want it himself.

Mr. *Grove.*

45,087. What rent did you pay then?—I had paid 7*l.* 10*s.*, but I had taken a field then. The other houses adjoining it cost 2*l.* 10*s.*

Lord *Kenyon.*

45,088. Another question by Mr. Stephen "If "you had a lease of your present house, would "you not be as well off as if you had had a lease "of the old one"?—I do not mind which house, but the money has been lost.

The witness withdrew.

Mr. Evan Thomas called and examined through an interpreter.

Lord *Kenyon.*

45,089. You are Mr. Evan Thomas, of Penrallt, Llandyssul?—Yes.

45,090. Is this a translation of your evidence, and is it correct?—Yes.

[*The following statement of the witness was read:*]

I farm about 170 acres of mixed land in the parish of Llandyssul—farms vary in size in this district from 10 to 300 acres, the average 70 acres or so. The farms are let from year to year—no leases, but agreements. Many of the farmers own their farms, but they are mortgaged, and some very heavily so at 4 per cent. or so. Landlords invariably contracted out of the Agricultural Holdings Act of 1875, and very strict agreements were forced upon the tenants.

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

My belief is, that it would be better for us all if all were tenants with some proper protection than freeholders in name only. We had no choice but to buy, as our homes were entered in the market for sale, or about to be sold. I was brought up all my life on farms, and have been farming on my own account the last 30 years. I was born at Blaenpant, on the Alltyrodyn Estate. My father took Rhydyceir, on the same estate, 43 years ago. In the year 1858 my father died, and I assisted my mother on the farm. Then I had it on my own account. I lived there in 1868 as a tenant from year to year, and no agreement My landlord, John Davies Lloyd, of Alltyrodyn, was a minor then. I well remember being canvassed, before the general election in the autumn of that year, by my young landlord, and he was accompanied by his guardian—the late Mr. Phillips, of Havodneddyn—and Mr. James Davies, the agent. They pressed me very hard to vote for the Conservative candidate. I promised to do so. I invariably voted tory, for fear of my landlord and agent, until I had the Ballot to protect me. Since the passing of that Act I always voted liberal. The children, against my will and directions, were deprived of the protection of the 25th clause of the Education Act, 1870, at the local National School—being the only elementary school in the district. I withdrew my children from the school, and a few others followed my example. I sent my eldest boy to the grammar school kept by the Rev. W. Thomas, M.A., who was at one time my pastor. Not long after this, Captain Thomas, of Llanfair, and James Davies came to me on the same subject, and told me that I must take my boy at once from the grammar school at Llandyssul. I asked them if they did not exceed their right in asking such a thing of me. They replied that the Rev. W. Thomas was objectionable to my landlord, and that I must obey or lose my farm. I felt convinced that this was not an empty threat, and I did remove him to the Rev. Thomas Thomas' school.

Some time after my landlord came of age I was pressed very hard by Captain Thomas, of Llanfair, who was a particular friend of John Davis Lloyd, to go to church instead of chapel. This was very much against my will, and I did not go then; but soon the agent, James Davies, called upon me with Captain Thomas, and I was told plainly I would have to choose between my home and the chapel. "Gwell i ti fyn'd i'r Eglwys, neu yr wyt ti yn sicr o golli dy ffarm." ("You had better go to church, or you "are sure to lose your farm.") I felt reluctant to go. I felt they interfered with my religion, and that evidently they wished to crush the remnants of independence out of me. And I well recollect the treatment those tenants on the estate received for daring to show the least independence at the polling booth in 1868. Having a wife and young family, with no place to go to, I obeyed the mandate—left the chapel, where I was brought up from childhood, and attended the Church of England.

In the year 1875 I received notice to quit.

Lord *Kenyon*—continued.

I was charged at the time, for reasons only known to the agent, James Davies, of being a slovenly farmer and not keeping the terms of the agreement signed in 1871. In July, 1875, a stranger was sent to walk my farm, and that very afternoon it was re-let to me again by Mr. Allen, the head agent, who lived in London. I was only informed a few days before the 29th of September that my farm was already rented to another, and that I was not to have it on any terms, and I had to turn out—there was no mercy to be had.

I never received a fraction of compensation for all I had done during my tenancy of 17 years.

	£	*s.*	*d.*
I reclaimed 1½ to 2 acres in Cae Quarre, which I estimate at 10*l.* per acre	20	0	0
I reclaimed 1½ to 2 acres in Cae Garreg Lwyd	30	0	0
I reclaimed 1½ to 2 acres in Top fron Isaf	12	0	0
I reclaimed 1½ to 2 acres in Top Ddol Uchaf	5	0	0
Making road to Cwm	7	0	0
Reclaimed Cae lan-yr-afon	8	0	0
New pond, and all that is necessary to get water power to drive all my machinery	40	0	0
Hay shed and a wood-shed	20	0	0
Building a new dwelling-house for my mother, also a small cow-house, barn, and pigsties	150	0	0

Besides the above, I drained and hedged a good deal:—

	Perches.			
Drained Cae Gwair Isaf	25			
Drained Cae Gwair Uchaf	80			
Drained Cae Glovers Bach	30			
Waun Isaf	90			
Waun Uchaf	110			
	335 at 5*s.*	83	15	0
Hedges—New both sides:—				
Cae Main	22			
Cae Mawr a'r Waun	23			
Waun Uchaf a'r Isaf	20			
	65 at 10*s.*	32	10	0
Hedges—One side only:—				
Ddwy Waun (Boundary Fence)	30			
Cae Ddol Goch (do.)	27			
Cae Penwyn	22			
	79 at 5*s.*	19	15	0
Dry wall alongside of the highway road, 20 perches at 7*s.*		7	0	0
	£435	0	0	

Lord *Kenyon*—continued.

Not long after I got married, my mother, who had resided with me, wished to have a little place of her own. I spoke to the agent, James Davies—my young landlord (a minor then) and Mr. Phillips, Hafodneddyn (his guardian) and asked their permission to build a house for my mother, and give her 13 acres of land as well out of the one I farmed, that she may have something to engage her mind, she having spent all her active life on a farm. They all approved of it, and even praised my proposal. In 1875, when I was obliged to leave Rhydyceir, my mother lost the land and they charged her 3*l.* a year rent for the house I had built for her.

The tenants on the Alltyrodyn and Blaendyffryn Estates, during the life of the previous landlord, had annually to cart lime from Carmarthenshire, 25 miles away, for his home farm and pay ourselves for the lime and turnpike gates. Also so many loads of coal from the pits, 30 miles away, for his mansion, pay for it out of our own pockets, and the turnpike gates as well.

I well remember when I was at home with my father, having to haul so many loads of material towards building a new church in the parish called St. John's. The church was named after my landlord. The vicar of the parish came round to the tenants first and requested them all to send their carts and men on certain days, this one this day and the others to-morrow. As far as I remember no one went, then the gamekeeper of Alltyrodyn came round with the same request. No one responded again—the farmers felt that too much was asked of them. Ultimately Mr. James Davies (the agent) came and told each farmer that he had so many loads to carry according to the size of his farm. The terms were that so many loads were to be carted of stone, timber, slates, and sand, and each load was to be as much as two horses could take; that each farmer must go when the contractor told him, no matter what the weather was, or that he should certainly receive notice to quit. The reason I remember that so well is that on one of the many days I had to go the weather was not fit for man nor beast to be out, yet I had to be out 12 hours.

My father took Rhydyceir for 60*l.*, then it was raised to 68*l.*, afterwards to 75*l.* In the year 1871 it was raised by 20*l.* All these advances were made on the improvements made on the farm by my father and myself; and my successor's rent was advanced again in 1875 by 25*l.*, so the rent of Rhydyceir was doubled in 35 years. It is quite possible my successor could for a while pay this advance for he entered into my labour. I do not hesitate to say that I left 500*l.* in capital and labour there for others.

The mansion of Alltyrodyn was rented with the game and rabbits on all the estate to the highest bidder. Wealthy sportsmen from other parts of the country came there for sport. Every effort was made to increase the game. They kept several game-keepers who killed our dogs and cats. I well remember having a few words with one of these for killing a cat of mine. He told me it was his calling and that he was paid for doing it, and that I had better speak to his master.

Wearied of such a life—a life of toil and anxiety, of coercion and persecution, a life of drudgery and serfdom, I could hardly say I owned myself, all that was manly and independent in me was about to be crushed out. I determined to buy a farm for myself, but had to give much more for it that its real value.

The first thing I did after I bought this farm was to go back to the old fold, and left the Church of England, and the first thing I received for such a daring act of independence was a "Notice to quit my farm and home."

I maintain that it is out of the question for farmers to make the best of the land under such circumstances as I have gone through. The time has long arrived when Parliament should pass some law giving the farmer a security in his home with just rent and surely adequate compensation for his improvements.

Those like myself who have been compelled to buy farms, labour under great disadvantages because we have to pay high interest on the mortgages. It would benefit us much if the Government would advance us money at low interest, say at 2¾ or 3 per cent.

Lord *Kenyon*—continued.

45,091. Is this the same Mr. Lloyd that we heard of before in connection with the chapel at Llwynrhydowen?—Yes.

45,092. Was that Mr. Lloyd of weak intellect?—I cannot say. I never spoke to him. He was often drunk.

45,093. Were your dealings chiefly with the agents?—Yes, with the agents.

45,094. What sort of man was this man James Davies?—He was a workman to start with, and worked his way up.

45,095. Is he alive?—No, he is not.

45,096. The grammar school at Llandyssul was kept by the same Mr. Thomas who was ejected from his chapel, was it?—Yes. See 44,939.

45,097. Was it James Davies—who particularly did not like Mr. Thomas?—There was an agent before James Davies—before Mr. Lloyd came of age. There was always an agent before Mr. Davies.

45,098. Did the previous agent also differ with Mr. Thomas?—No, he was a nice sort of man.

45,099. The one who objected then to Mr. Thomas was James Davies?—Mr. Blaithwait had left the estate before they were turned out from this place.

45,100. Who was Mr. Blaithwait?—He was head agent under the court.

45,101. James Davies was his sub-agent, was he?—Yes.

45,102. Do you think this landlord knew anything about it?—Very little, I think. He was always going about.

45,103. Generally drunk?—He was generally about.

45,104. What do you mean by that expression—about the place or what?—He was either abroad or else in London.

Lord *Kenyon*—continued.

45,105. He was not on the place?—No, he was not in the neighbourhood.

45,106. Was he a sea captain?—No, he was not a captain. I do not know that he was a captain of anything. He kept a pack of hounds yonder.

45,107. I do not think you have answered the question whether the captain was about the place?—That question is too difficult to answer.

45,108. I will put it in another way. Did you ever see your landlord and mention these facts to him?—I saw him before he came of age.

45,109. Did you mention those facts to him then?—No.

45,110. I do not quite understand this. You say in 1875 you received notice to quit. Did you take the farm again yourself?—Yes, I took the farm afterwards from the agent.

45,111. Mr. Allen?—Yes.

45,112. Was it at the same rent?—Yes, 95*l.*

45,113. It was Mr. Davies who gave notice to quit on his own account, was it?—No, Mr. Allen gave notice, I have got the notice in my pocket.

45,114. But further on you say "Mr. James "Davies came and said the farmers should have "notice to quit"?—Yes, that was with reference to the hauling towards the church.

45,115. There is another thing I do not quite understand. You say, "The first thing I did "after I bought this farm was to go back to the "old fold." Then you say, "The first thing I "received for such a daring act of independence "was a notice to quit"—a notice to quit from what?—I received notice to leave the place.

45,116. But you had bought it?—I had not gone to the place I had bought.

45,117. Then you meant to leave anyhow?—I did not intend to go if I was allowed to remain, but I was obliged to go to church before that.

45,118. I do not want to refer back to that. I quite understand that. What I want to know is why you bought the farm if you did not mean to go there?—I bought the farm in order to have a place to go to, because I could not stay in the church.

Mr. *Grove.*

45,119. You say you took your children away from school a good many years ago?—From the church school.

45,120. Why? Tell us very briefly the reasons why?—I did not care that they should learn too much of Church doctrine.

45,121. With regard to the grammar school that was kept by Mr. Thomas—Captain Thomas and James Davies, the agent saw you?—Yes.

45,122. Can you remember the words that they made use of to you?—Yes.

45,123. What were they?—He said it was better for me to take my son from William Thomas, or I would be sure to lose my place.

Mr. *Grove.*

45,124. Mr. Thomas was a Master of Arts, and able to give a good education, was he not?—Yes.

45,125. And you supposed that the reason why they wanted you to take your son away from the grammar school was because it was kept by a Nonconformist?—Yes.

45,126. Then as to the next paragraph, about leaving the chapel, you say, "James Davies "called upon me with Captain Thomas." What words did they use?—They said that it would be better for me to take the boy from Llandyssul School, or I would be sure to lose the place.

45,127. I am speaking about the next portion, when James Davies and Captain Thomas called upon you?—No, they did not say anything about a chapel at that time.

45,128. [Question repeated]?—That was not at the same time as when the boy was in school.

45,129. You say that those were the words that were made use of?—Yes.

45,130. Do you know about the time that happened?—Would you like to know about the time?

45,131. Yes, about?—What do you wish to know?

45,132. I want to know just about the time of that conversation. It was before you received notice to quit, was it not?—Oh, years before I received notice to quit. This is the time he told me about going to church in 1873.

45,133. In the next paragraph it says: "The "agent accused you of being a slovenly farmer?"—Yes.

45,134. What would be the opinion of the neighbours as to the way in which you farmed?—The opinion of the land surveyors and those who valued the farm was that I was about the best farmer on the estate. Mr. Blaithwait had been valuing the estate and had told me so.

45,135. Did you demand any compensation for this money that you had left behind you?—Yes.

45,136. What reply did you get?—They said that I would not have it.

45,137. Did you consult a solicitor?—No, because I knew I would be no better.

45,138. Now as to the hauling of materials for the church. You say that if you had not hauled them you would have had notice to quit?—That was my father. I was working, but this was said to my father.

45,139. We will let that pass for what it is worth. It is hardly worth while to take that up. Now what rate of interest do they pay on borrowed money when they buy their farms?—4 per cent.

45,140. You think if the Government would lend money at something less than 4 per cent., including the repayment of capital, it would be a very great relief?—I consider it would be an

Mr. *Grove*—continued.

exceedingly good thing. They could not do anything better for the farmers.

Mr. *Seebohm.*

45,141. How long ago did this affair about the building of the church take place—about?—About 38 to 40 years.

45,142. Was it a very exceptional thing at that time?—It says in the paper that James Davies and the vicar came to me first——

45,143. That is not the point. I will put it in another way. Could such a thing have happened during the last 20 years?—I was obliged to go when I was a tenant always.

45,144. But could such a thing as this happen at all in our time?—I would not be at all surprised where the estates are complete—where the whole parish belongs to the same estate.

45,145. Do you know of any similar case, within the last 10 years?—I do not live near any of the gentry now.

45,146. Is there any fear of such a thing happening within the last 10 years?—I have not seen a church being built in the last 10 years, but I am sure it would be so in any place where there are estates around—in places where they want to build—I do not think that there is a single tenant who would dare to refuse if his landlord wished it.

45,147. To cart the materials for building the church, though he himself was a Nonconformist?—Yes; not to build the church itself, but to build a wall around it as well.

Mr. *Griffiths.*

45,148. In your evidence you speak of the tenant having some proper protection, and you say that they prefer to be tenants rather than to be landlords and pay heavy mortgages. How do you explain that?—When holdings are sold as a whole they fetch higher prices than they are rented for.

45,149. I suppose they are not able to get the abatements that tenant farmers receive in times of depression?—I have never heard of a tenant receiving an abatement in our neighbourhood. It has always been a kind of raising the rents.

45,150. Do none of the farmers in this neighbourhood have abatements of rent now in the present season?—I do not know. There is no one in my neighbourhood, at least I have never heard.

45,151. [Question repeated]?—I have never seen that. I cannot speak of other districts.

45,152. Then you speak about your boy leaving school. Was this a National school where your boy went to?—Yes, a school belonging to the church.

45,153. Was there no conscience clause in use in those days?—No, they wanted everybody to go to church.

45,154. Then you say they told you that you must take him away, and that it was not an empty threat. How did you come to conclude that it was not an empty threat?—I knew that I would have to go unless I took him away, just as the other tenants had to go after the year 1868.

Mr. *Griffiths*—continued.

45,155. Were there many tenants who had to go after 1868?—About eight. I cannot remember exactly now. I think there were about eight.

45,156. Why was that?—Because they had failed to vote with the Tories.

45,157. Then you were afterwards compelled to go to church or leave the farm, were you?—Before leaving my farm.

45,158. You had to leave your farm or else go to church?—Yes, I had to go to church or leave the farm.

45,159. Why did you feel reluctant to go. Did not you like the services of the Church of England?—No, I did not. I knew them very well. I lived there.

45,160. For how long did you worship there, though you did not like it?—I was there perhaps three or four years.

45,161. Were you a regular attendant?—No, I was not a very regular attendant; I went there often; but I did not go anywhere else besides.

45,162. And your conscience told you that you ought not to be there, did it?—Yes, it told me plainly.

45,163. Did you take your wife and children to church as well?—Oh, no, they were quite contented with my going.

45,164. Who was this stranger that was sent to walk over your farm?—I could not find out. He was an Englishman.

Lord *Kenyon.*

45,165. A valuer?—No. James Davies had complained, and this was done in order that I might have to leave the place.

Mr. *Griffiths.*

45,166. What had you done to offend James Davies?—I had gone back to chapel.

45,167. You had gone back to chapel then?—Yes, and then he found another excuse.

45,168. You say in 1875 a stranger walked your farm "and that very afternoon it was relet to me by Mr. Allen"?—Yes, the stranger had given me a good character.

45,169. What time was that; was that in July?—Yes, about the beginning of July.

45,170. Then how could they tell you on the 29th of September that your farm had been let to another when you had taken it in July?—Well, I had it so—a man came down from London afterwards, and I was to pay double rent. I had been there a week beyond the time.

45,171. Did you have a proper agreement with Mr. Allen when you took it in July?—No.

45,172. It was only an agreement by word of mouth?—He only promised that I should be there for a twelvemonth.

Mr. *Griffiths*—continued.

45,173. Was there anybody present who heard him give you this promise that you should take the farm again?—Only James Davies.

45,174. James Davies was present?—Yes.

45,175. How did he alter his mind and let it to somebody else afterwards?—James Davies was the one who wished me to leave. Mr. Allen did not wish me to go away.

45,176. Then it was through James Davies' influence that he cancelled the terms that you had made with Mr. Allen?—Yes, through the influence of James Davies.

45,177. You had to turn out—they compelled you to leave the farm?—Yes, and I had very little notice.

45,178. Not a month, I suppose, had you?—Well, about a week.

45,179. For how long did your mother live in this house that you built for her?—Eleven years whilst I was there.

45,180. What did the house cost you?—About 150*l.* I have built several buildings there—a dwelling-house and outbuildings.

45,181. What expense do you consider the tenants went to in fetching a load of lime 25 miles?—I would not care to go for it for less than 10*s.* without paying for it.

45,182. You paid for the lime and turnpike gates and all, did you?—When I took the farm for my landlord, yes, I paid everything.

45,183. Were you allowed that money which you paid out when you went to pay your rent?—No, nothing.

45,184. You recommend that "Parliament "should pass some law giving the farmer a "security in his home with just rent, and surely "adequate compensation for improvements." Would you not add to that liberty of conscience too?—I consider that farmers should not be treated as they are now—that the landlords should take the money away from them in form of improvements.

45,185. Would you not add to that liberty of conscience?—Yes.

Lord *Kenyon.*

45,186. Was James Davies popular in your neighbourhood?—Yes, whilst the estate was intact, but as soon as the estate was sold he dropped—he went a long drop.

Mr. *Grove.*

45,187. Was he considered a very tight man in the interests of the landlord?—No; he looked well after himself, but he was not so good either to the landlord or the tenant.

Lord *Kenyon.*

45,188. I have some questions to put to you from Mr. H. L. Stephens: "Am I right in sup-"posing that the 435*l.* you have mentioned "represents the original cost of the repairs you "did"?—Well, it is a rough guess; it would probably cost more than that.

45,189. "If this is so, have you anything to "show the value of the improvements at the "time when you left the farm"?—They are to be seen yonder now.

45,190. "When was lime last carried for a "landlord"?—At the time of the death of Mr. Lloyd Davies.

45,191. What date was that?—From 34 to 35 years, but I am not quite sure.

45,192. "When was lime carted for St. John's"?—From 38 to 40 years ago.

Mr. *Griffiths.*

45,193. Was this at a time when farmers were distrained upon for church rates?—No, only the tenants of Alltyrodyn hauled towards the church.

Lord *Kenyon.*

45,194. "Can you give us any account of the "improvements made by your father"? When were they done?—The improvements were made between my father and myself. I worked with my father, and I worked at these improvements afterwards.

45,195. What date were they done, as near as possible?—Not at the same time. I made some improvements every year.

45,196. Beginning when and ending when?—When I thought I had to leave I left off.

45,197. When did you begin?—I began to make the improvements when I went there.

45,198. When was that?—It is stated in my evidence.

45,199. Did your father do any improvements separate to your own?—No.

45,200. "Had you bought your new farm "before you had notice to quit the old one"?—Yes.

The witness withdrew.

Adjourned for a short time.

Mr. John Davies called and examined through an interpreter.

Lord *Kenyon.*

45,201. You are Mr. John Davies, of Pantgwyn, in the parish of Llandyssul, farmer?—Yes.

45,202. This is your evidence which has been translated to you by Mr. Griffiths, and it is correct?—Yes.

Lord *Kenyon*—continued.

[*The following statement of the witness was read:*]

I am prepared to give evidence for the immediate district where I live. I am 65 years of age—have been brought up on a farm, and have spent my days in farming. I remember the state of agriculture for the last 35 years.

Lord *Kenyon*—continued.

My own holding is about 100 acres, for which I pay 120*l.* with rates and taxes, except the usual income-tax and tithes.

My experience and opinion are that tenant farmers labour under great disadvantage because of the uncertainty of their tenures. We are afraid to go in for the improvements we should like, owing to our being liable at any time to a notice to quit or an advancement in rents.

This is my own experience, and I believe I speak the minds of very many others. In my district all tenant farmers are tenants from year to year, and often very little excuse is required to raise our rents, and in the large majority of cases these are upon our own improvements. In my own case the rent was repeatedly raised, and on my father's and my own improvements. The rent, for instance, of Pantgwyn used to be 60*l.* On the death of Mrs. Nicolls, the late owner, a Mr. Jones, of Maesycrugiau, became owner, and very soon after—about the year 1863—the tenants on this estate received notices to quit. At this time my father was old and very feeble, and felt the notice most keenly. We were informed some time after that we could continue on the farm, but by paying an advance in rent of 40*l.*, although no one had been looking over the farm to see what was its fair value, and what improvements we had made on it.

My parents were much attached to the place, and my father was very anxious to die there. We determined to take it again at the advanced rent. I often complained to my landlord of the high rent, and that my sister and myself were getting nothing for working hard there. I well remember, some time after, Mr. Jones's servant coming for me in great haste, saying that his master wished to see me at once at Maesycrugiau. He informed me that Mr. Jones was seriously ill, and not likely to live to see the morning. On my arrival at Maesycrugiau I was hurried up to the sick chamber. I found Mr. Jones very ill and excited, but he did not seem to me to be delirious. He told me he was dying, and that he would soon be in eternity. He further said, "John, your rent is too high, and I now on my "deathbed reduce it by 10*l.*". I inquired if it was 10*l.* each audit or for the year. Before he could reply Mrs. Jones shouted rather loudly, "Each year, of course." Mr. Jones never said a word. I departed, having thanked him. The next audit I paid 45*l.* instead of 50*l.* In the meantime Mr. Jones got quite well again, and when the second audit came round he told me I must pay the old rent again—that he had reduced it in a weak moment. And he was as good as his word this time, for we had to pay 100*l.* a year regularly. In the year 1871 my father died, and my aged mother and myself received notice to quit again, and an advance was again made in the rent of 20*l.*, and for no other reason than that my aged father was dead. I have paid 120*l.* for it up to 1892, when I was allowed the tithes, and received no abatement, although I had asked for it several times. I do not think my case of notices to quit in order to advance the rents is at all an exception, for Tancoedbach, on the same estate, has been raised from 30*l.* to 60*l.*, Troedrhiwffenyd from 30*l.* to 75*l.*

Lord *Kenyon*—continued.

Rates have advanced considerably in our parish, and of course have all come on the tenant. Labour has increased some 40 per cent. I depend chiefly on butter, cattle, and pigs to pay the rent and other demands, and the rate of prices for these produce were a good deal higher 25 years ago than they are to-day. It is my honest opinion that farmers as a class are in very straitened circumstances, and must soon be totally ruined unless some change is near at hand. Those who, like myself, have children assisting them on the farm—thus saving a very heavy labour bill—have been able to struggle along so far. I have three sons and one daughter working on the farm, and they receive nothing for their labour but their clothes and food. It seems to me that rents must be greatly reduced unless a very decided improvement in the agricultural market takes place.

In my opinion a farmer should have some security of tenure and compensation for his labour and capital if he desires to leave or dies, and that some means should be devised to give us also fair rents. An Act of Parliament embodying these three things would give us new heart, new lives, and fresh energies, and I believe there would be a marked change in the state of agriculture in this part of the country at any rate.

Mr. *Griffiths.*

45,203. Do you think that the land could produce more if we had security?—There is no doubt about that.

45,204. Have notices to quit been very frequent in your neighbourhood?—Two neighbours of mine received the same kind of notice—the same thing.

45,205. Then you speak of an advance of rent of 40*l.* Did anyone value the farm at that time?—No.

45,206. Have there been any new buildings put up on your farm?—No, not then. Mr. Beynon, of Newcastle Emlyn, was the landlord when we had the dwelling-house.

45,207. How long ago was that?—That was before Nicolls' time. Mrs. Nicolls did not have a higher rent than Mr. Beynon.

45,208. Who was this Mr. Jones?—I cannot say. He lives between Lampeter and Tregaron.

45,209. Did he purchase your farm?—No, he inherited through his wife or somehow.

45,210. Was he a big landlord?—He became a large landowner through her.

45,211. When he was taken ill, what was his greatest trouble?—As a disease, do you mean—as an illness?

45,212. No. What was most on his mind?—He asked me to leave the holding, or else to have an increase of the rent.

45,213. But were you called to his bedside when he was ill?—Yes.

Mr. *Griffiths*—continued.

45,214. What was it that troubled him then?—I should say it would be his conscience.

45,215. Why?—His conscience had been awakened, because he had charged me too much rent.

45,216. But he did not die, did he?—No.

45,217. Did his conscience trouble him as long as he lived?—His conscience returned where it was again when he recovered.

45,218. Then he became hardened again?—Yes, and the rent was at the same again.

45,219. What is meant "by a weak moment"?—It is he who refers to the weak moment—that he had reduced my rent at a weak moment.

45,220. What did he mean by that?—In straitened time.

45,221. When his conscience pressed him, you mean?—Yes.

45,222. How would you get at these fair rents that you speak of at the close of your evidence. What is there that you would recommend?—There ought to be an ordinary rent between landlord and tenant, not too high.

45,223. We quite understand that, but how are we to get at it?—I leave that to those gentlemen in Parliament who have justice so as to receive security.

45,224. Would you be satisfied to have a valuer to go over your farm?—Yes.

45,225. That is, if your master employs a valuer to go over your farm and say what it is worth, would you be content with that?—Yes, if the valuer was an honest valuer.

45,226. But are not they all honest valuers?—Perhaps that may be so; and also an assurance that if the man left his holding he should be paid for those improvements.

Mr. *Grove.*

45,227. You have three sons and one daughter working for you on the farm?—Yes.

45,228. If you had not children like that to work, could you manage to live on the farm?—I could not pay them in these days. I could not pay wages to them in these times, unless times improved.

45,229. Then the profits of the farm are too small to enable you to pay that labour to anyone else?—Yes, the children are working in hopes of better times.

45,230. Then you consider farming is very bad now?—Yes, very bad.

45,231. Would you think it well if the Government lent money to purchase farms. Would you think it desirable to enable the tenants to purchase the farms?—Yes, it would be a very good thing.

Lord *Kenyon.*

45,232. Is Mr. Jones still alive?—No, he has been dead many years.

45,233. When did he die?—I am not quite certain of the year.

45,234. Was it 10 or 20 years ago, or what was it?—Oh, no, not anywhere near that—10 or 12 years.

45,235. Do you know the size of the estate?—No.

45,236. Who is the owner now?—The daughter's son; it has been divided. Mr. Walters, solicitor, of Carmarthen, is a trustee, and Mr. Young is another trustee.

45,237. Are most of the people in the parish of Llandyssul, Welsh speaking?—Most of them are Welsh speaking.

45,238. Do you speak for any other parishes in the neighbourhood?—No.

Mr. *Griffiths.*

45,239. How much less than the wages your children deserve do you give them? In the first place I will ask you what they really do have?—They receive nothing but food and clothes, and I hope I may be able to give them something if times improve.

45,240. But what is the value of the clothing and pocket money that they have?—They do not get any pocket-money but they get plenty of clothes.

45,241. How much?—I cannot go in to those details.

45,242. Do you give them three suits of clothes in the year?—No, I consider that two are quite enough.

45,243. Would they cost 5*l.*?—Yes.

45,244. Supposing that you had servants instead, what would they cost you?—Before my children worked I had to pay the head servant 22*l.*

45,245. How long ago was that?—It was about 1870 or 1871. My father died in 1871.

45,246. Would they be more than that now?—No. Times are worse now.

45,247. Are not the wages higher now than they were in those days?—No, they are not. In 1882 I had another notice of a further rising of my rent.

45,248. Then you pay your children to the value of 5*l.*, and if you had a servant you would have to pay 22*l.*?—Yes.

45,249. That is 17*l.* difference?—Yes.

Lord *Kenyon.*

45,250. Do you give them no pocket-money whatever?—No, not at all, until they will have gone away from me.

Mr. *Griffiths.*

45,251. What becomes of the 17*l.*, the difference between what you would have paid the servant, and what you pay them?—I say that I cannot keep a servant. Times are too bad, and it is a good thing that I have children with me. I could not keep the farm on if I was obliged to pay a servant.

45,252. Do you consider then that you sink the whole of that?—Yes, I go on working because the children work freely.

The witness withdrew.

Mr. JOHN PHILLIPS called and examined through an interpreter.

Lord *Kenyon.*

45,253. You are Mr. John Phillips, of Danderi?—Yes.

45,254. Has this statement been read to you this morning by Mr. Griffiths in Welsh, and do you say it is correct?—Yes.

[*The following statement of the witness was read:*]

I was asked at a meeting of farmers and workmen to come before the Commission to say how small farmers and working men holding a few acres of land are treated on some estates.

I am a carpenter by trade, and hold 10½ acres of land as well on the Maes Crugiau estate. My parents before me lived at Danderi, and I am somehow very much attached to the place. My father was also a carpenter, and he, like myself, lived by it. The rent then was 9*l.* a year, and my mother, after him, had it for the same rent as long as Mrs. Nicolls, the owner, lived. When she died, a Mr. and Mrs. Jones came into possession of the estate some 30 years ago. Soon after this change our grievances and troubles commenced. My aged mother was summoned to Maes Crugiau a little before 25th of March, Lady Day, to settle about the place, as there was to be an advancement in the rent. My mother felt she could not give any more for it, therefore she did not go near. As I had my mother to keep in her old age, I went up myself. I was informed that the rent would be raised from 9*l.* to 15*l.* I tried to argue with them on the subject, but I was informed very soon that if I did not want it at that rent 'that a man 'living just above me there had offered more.' I rented it for 15*l.* (*Receipt produced.*)

In about seven years after this my mother died, and I, for some reason or other, received a notice to pay another visit to Maes Crugiau. I was informed that my rent was to be raised once more, and by 5*l.*, and if I did not give it 'that 'there was a man living just above me willing 'to give it.' I refused to take it at first, and Mr. Jones said I should have it for 19*l.* instead of 20*l.* As I lived in it he would rather let me have it 1*l.* cheaper than this man who 'lived just above.' (*I produce receipt.*) Some time after this I received a notice to quit, signed by Mrs. Jones. I went up to speak about it, but Mrs. Jones was so ill that I did not see anyone. Next audit Mrs. Jones told me (Mr. Jones was dead now) that I must pay the even money 20*l.* or leave, and that Mr. Jones was too kind in letting me have it all this time for 19*l.* I asked for time to consider, but this was refused me, and I took it for 20*l.*

Near my house there was a piece of waste land called 'allt,' where trees had been growing but was running wild now. Mrs. Jones was very anxious I should take this and clean it up nicely, and this I did for 1*l.* 10*s.* My total rent now was 21*l.* 10*s.* or 10*l.* 15*s.* half-yearly. (*Receipt reproduced.*)

After I had nearly cleaned this 'allt,' Mrs. Jones took it from me, without giving me notice even, to plant trees in it, but the worst of it all was that she refused to reduce my rent by the 30*s.* which I was paying for the 'allt.'

Lord *Kenyon*—continued.

In the year 1880 Mrs. Jones built me a dwelling-house which was very much wanted, and she had promised it often. The terms were that I must haul everything for it, although I had not a horse of my own. I was also to pay the railway charges for the carriage of lime and slates. Near my home there were the ruins of two cottages and very good gardens. Mrs. Jones said she would not build, and for me to enclose them; that I should have them very reasonable. I cleaned them, put green crop and permanent seeds in and added them to the little hay field; they measured just half an acre. When I had done this I talked to Mrs. Jones about the rent, and she charged me 4*l.*, or at the rate of 8*l.* an acre. I remonstrated with her, and her reply was that I must pay for the new house I had just had. I had to pay it. (*Receipt produced*).

The last rise I had was 5*s.* I should not venture to say this only my receipts prove it. She had a mania for raising rents. My rent was raised from 9*l.* to 25*l.* 15*s.* in less than 20 years. Of course I had about half an acre added to it, but before I had it added I paid 21*l.* 10*s.* rent—which amounts to something like 140 per cent.

I need hardly say that the larger portion of the rent came out of my hard-earned wages every year.

This is the life of an industrious, hard-working, and sober artisan workman in Cardiganshire.

45,255. Do you produce the receipt you refer to?—This is it (*producing same*).

45,256. Do you pay the same rent now?—No, I have had a reduction.

45,257. How much?—From 25*l.* 15*s.* to 24*l.* and the tithe. The tithe is about 15*s.* to 18*s.*

45,258. Do you know how much land Mrs. Jones has got or had on the whole property?—Down there, do you mean?

45,259. I want to know what the estate was?—I cannot say.

45,260. Is it a big estate or small one?—She has six or seven farms where I live. Some of them are small farms. One farmer has four horses and ten cows.

45,261. Has she treated all the other tenants in the same sort of way?—Pretty well the same, but I think she behaved worse towards me than anybody else.

45,262. She is dead now, is she not?—Yes.

Mr. *Grove.*

45,263. What sort of land is this 10 acres? What is the quality of land?—Various kinds of land. Some is pasture land and some is very stony rocky land, not worth 5*s.* an acre.

45,264. How much really good land is there out of it?—About six acres, or 5½ acres, including the gardens.

Mr. *Grove*—continued.

45,265. And you have the house as well?—Yes.

45,266. And you have a workshop as well?—Yes, of my own workmanship.

45,267. You built it yourself?—Yes. It is a wooden workshop.

45,268. Then you think you have had to pay more rent than was proper and right for this place, do you?—Yes, 9*l.* is quite enough rent for it. It is about 13*l.* more than it ought to be.

45,269. Did you ever ask for a lease?—No.

45,270. Do you think that she would have given you one?—No. I had no time to ask for a lease. She raised the rent too often.

45,271. Then when the rent was up too high you did not want a lease?—No.

45,272. Who is your present landlord?—The trustees now—Mr. Walters, of Carmarthen, and Mr. Young. They are nice good men—but they have not given a reduction in the rent.

Mr. *Seebohm.*

45,273. Do you bring this evidence forward as anything more than exceptional evidence?—Yes.

45,274. You do not believe there are many landlords like this?—Oh, yes; they are all very high—too high.

45,275. You misunderstood the question. Are there many landlords that raise their rents?—They have been valuing the land and raising the rents.

45,276. What, all the landlords about here?—No, I do not think they all did that.

45,277. Do not you know of any good landlords in this part of the world?—Oh, yes.

45,278. Are there some large estates which are well managed, and where there is no hardship of this kind?—Large estates are better than smaller ones.

Mr. *Seebohm*—continued.

Mr. *Griffiths.*

45,279. You say when you went to apply for a reduction of rent they wanted to charge you 15*l.* You say in your evidence that you were informed that if you did not give the increase "there was a man living just above you willing "to give it." Does that mean above you in the estimation of your landlord or above you in situation?—I mean as far as position goes—just above my house.

45,280. You complain, too, that your landlord refused to give you time to think over the question?—No, he did not give me time.

45,281. Why would he not give you time?—I do not know.

45,282. Were you afraid that this man who lived above you would come forward and give it?—I do not know.

45,283. Then your landlord was very anxious that you should clean a piece of ground, and you say "I did it for 1*l.* 10*s.*" Did she pay you 1*l.* 10*s.* for cleaning this ground?—No, she did not give me that.

45,284. Then what do you mean? Did she charge you 1*l.* 10*s.* for the privilege of cleaning that bit of gravel?—She asked that rent for "allt."

45,285. Is it from your trade that you are able to pay your rent?—Yes, I do not get much of the 24*l.* from the place, indeed.

Lord *Kenyon.*

45,286. This is a question by Mr. H. L. Stephen, "Do you think that your neighbour "would give as high a rent for your house as "you do"?—No, he would not.

The witness withdrew.

Mr. JOHN DAVIES called and examined through an interpreter.

Lord *Kenyon.*

45,287. You are Mr. Davies, of Ffosesgob, in the parish of Llandyssul?—Yes.

45,288. This statement has been read over to you this morning in Welsh, and do you say it is correct?—Yes.

[*The following statement of the witness was read:*]

I farm Ffosesgob along with my father, who is 85 years of age. It measures 116 acres. I wish to speak of the unjust way we were compelled to pay over again for our own improvements.

Up to the year 1859 the rent of Ffosesgob was 60*l.* per annum. (*Receipt produced.*) Then it was raised to 70*l.* (*Receipt produced.*)

Our young landlord's brother, Captain Thomas, of Llanfair, took a very active part during the election of 1868 on behalf of Mr. Vaughan, the Conservative candidate. Captain Thomas pressed my father very hard to vote for Mr. Vaughan. My father did not vote at all that day, but stayed at home. Captain Thomas

Lord *Kenyon*—continued.

was very much annoyed at this. He had great influence over his young brother, our landlord, who stayed with him at Llanfair. The end of it was that we received notice to quit, and had to pay an advance of 17*l.* a year (*Receipt produced.*)

In the year 1877 a valuer was sent to walk our farm as it was to be sold soon. The rent this time was advanced by 23*l.* So the total rent now was 110*l.*

In the short space of 18 years our rent was advanced by 83 per cent. in three stages. All these advances were made upon our own improvements. The last advance was made simply in order to get a large sum for the farm, which was sold for 4,150*l.* in the year 1879, and we bought it.

We paid upon our own improvements in the advanced rents, and we had to pay again for those improvements when we bought the farm. Such hardship is not very uncommon, but farmers do not now put their money and labour in the soil as they used to years ago.

Lord *Kenyon*—continued.

I beg to submit the particulars of money and labour laid out by us:—

	£	s.	d.
Drains—1,200 perches at 5*s.*	300	0	0
Hedges, new and repaired—700 perches at 5*s.*	175	0	0
The dwelling-house—my house was too small, and I built an addition myself. I had timber from Llanfair woods	90	0	0
Barn—had timber again from the woods	70	0	0
Stable—new, for three horses	30	0	0
Boiler-house	40	0	0
Pigstyes	20	0	0
Two cattle sheds	30	0	0
Three ponds for driving machinery	30	0	0
Wheel-pit and watercourse	10	0	0
	795	0	0

All the above was done within 30 years of the time our farm was sold.

45,289. How soon after the landlord came of age was the estate sold?—I do not quite remember, but not long afterwards.

45,290. Did many of the tenants buy their holdings?—Some of them.

45,291. Will you produce your receipt?—Yes (*handing same*).

45,292. Who was the valuer who valued the place in 1877?—Mr. Blathwait.

45,293. Was he a land agent?—Yes, at that time.

45,294. Was he agent to the estate?—I cannot say with regard to that time. David Davies was the agent at that time.

Mr. *Griffiths.*

45,295. Is it the fact that in consequence of your father not going to the poll and voting, he had notice to quit?—Yes.

45,296. He had 17*l.* added to his rent?—Yes. The receipts are to be seen there.

45,297. How was it you purchased your farm? It was sold at something like 38 years' purchase?—The old people were so anxious to remain where they were.

45,298. They were in hopes of dying there, were they?—Yes.

45,299. Had you sufficient money to pay for it?—No, not anything like enough.

45,300. Then you were obliged to borrow?—Yes.

45,301. At what per-centage did you borrow?—Four per cent.

45,302. Which is the greater, the interest you paid for the money you borrowed, or the rent you paid before?—I paid more rent than the last time.

Mr. *Seebohm.*

45,303. I see you estimate that the improvements that you made on the farm during the 30 years amounted to 795*l.*?—Yes.

45,304. And the farm is 116 acres?—Yes.

45,305. That makes your improvements worth nearly 7*l.* an acre?—Yes.

45,306. Are you sure you are not over-estimating the amount of those improvements?—Yes, I am sure I am not charging enough.

Mr. *Grové.*

45,307. How did you hold the farm, yearly, or by agreement, or lease, or what?—A yearly tenancy.

45,308. Did you ever ask for an agreement or a lease?—No, the estate was in Chancery.

45,309. Was the farm offered to the sitting tenant before it was sold?—No.

45,310. Was it sold by auction?—Yes.

45,311. Were you present at the auction?—Yes.

45,312. Were there many bidding for it?—Yes.

45,313. Was there another bid close to your home?—Yes, within 10*l.*

45,314. A lot of this improvement seems to be for buildings. Could not you get the landlord to do some buildings for you?—Only what appears here.

45,315. Do you regret having bought your own holding?—I would rather be without it.

45,316. But if the Government would lend money at a reasonable rate, do you think that a good many tenant farmers would like to buy their own holdings?—They would have their farms for what they were worth then.

45,317. But put it in another way, is there any general wish amongst the tenant farmers to try and buy their own holdings?—If they had assurance of being left alone to work on them.

45,318. Do you mean that if they had security of tenure they would rather remain as tenants?—Yes, provided they were left alone.

Lord *Kenyon.*

45,319. Are these perches square perches, or is it lineal measure?—Eight yards.

45,320. Some questions are handed up by Mr. H. L. Stephen: "Did you not know that Mr. "Blathwait was the agent for the estate "appointed by the Court of Chancery; I believe "he lived at Narberth"?—He valued the place at any rate.

45,321. Do you know that he was the agent appointed by the Court of Chancery; that is the question?—I am not sure about that.

45,322. Do you know what he valued the farm at?—Before it was sold?

45,323. Yes, before it was sold?—No, I do not.

Mr. *Griffiths.*

45,324. Do you know whether the reserve price was the same?—No, I do not know anything about that, beyond the rent that I was obliged to pay.

Lord *Kenyon.*

45,325. "Have you not offered 2,440*l.* for a "farm called Abercefel of 59 acres since you "bought Ffosesgob"?—I do not know anything about that place.

Witness.

45,326. Have you offered 2,440*l.* for any farm?—No, I have not offered anything for any farm.

Mr. *Griffiths.*

45,327. Do not you consider these prices were high taking them all through?—No, I think they are low.

45,328. Did you take them from any copy-book or from any book?—No, it is what I knew I had done myself.

The witness withdrew.

Mr. D. C. Jones called and examined through an interpreter.

Lord *Kenyon.*

45,329. What is your address?—Tanffynnon, Llandyssul.

45,330. You have heard the evidence of Mr. Davies, of Ffosesgob?—Yes.

45,331. Have you anything to say to us as to Mr. Davies' evidence?—Only that I have a witness to call forward to-morrow to say that he offered 2,440*l.* for the farm of Abercefel.

45,332. Do you say this of your own knowledge?—Yes.

45,333. Is there anything more?—No, nothing.

Mr. *Seebohm.*

45,334. Does it often occur that one man tries to buy over the head of another?—Well, it so occurred there.

Mr. *Griffiths.*

45,335. Can you tell me the rent of that place for which you say he offered 2,440*l.*?—40*l.* was the rent I always paid.

Mr. *Grove.*

45,336. Are you the tenant of that farm?—I was the tenant.

45,337. Was that offer made in writing?—It was made at a public auction in the "Salutation" Hotel.

Lord *Kenyon.*

45,338. Was this offer made for Abercefel after Mr. Davies had bought Ffosesgob?—Yes.

The witness withdrew.

Mr. John Davies recalled and further examined.

Lord *Kenyon.*

45,339. Did you follow the evidence of the last witness?—I understood the evidence.

45,340. Did you offer 2,440*l.* for this Abercefel or not?—No, I never offered a shilling for the place, and never uttered a word about it.

Mr. *Grove.*

45,341. Were you at the auction?—Yes, I was at the auction.

45,342. And made no bid?—No, I did not say a word about it.

Lord *Kenyon.*

45,343. You never made a bid at all?—I never uttered a word; did not say a word.

Mr. *Seebohm.*

45,344. And no one else did for you?—I cannot say anything about that, but I did not bid anything.

45,345. Did you authorise anybody to bid for you?—I do not know but that I spoke afterwards about it just like any other thing.

45,346. The question I asked was whether you authorised anyone to bid for you at that auction?—No, I gave no one permission to bid.

Lord *Kenyon.*

45,347. This is a question by Mr. H. L. Stephen: "Did you not authorise Superinten-"dent Williams, of Llandyssul, to bid for you?" —No, I did not give him my permission.

The witness withdrew.

Mr. Samuel George called and examined through an interpreter.

Lord *Kenyon.*

45,348. You are Mr. Samuel George, of Coedycwm Uchaf, Cwmcoy, near Newcastle Emlyn?—Yes.

45,349. Will you give your evidence in Welsh or in English?—I am not very well up in English.

[*The following statement of the witness was read:*]

Differences of language, creed, or politics have not the least effect on relations between landlord and tenant.

Prefers yearly tenancy, for the reason that if he found a better farm he could leave at end of 12 months' notice.

Tenancy is secure.

Has copy of agreement and is familiar with terms. Has not heard of penalising clauses being put into force during the nine years he has been on the estate.

Objects to land court. Such a court would disincline landlords to spend money on estates, and mutual friendly relations would disappear.

Landlord does all buildings, tenant hauls. Drainage done half by landlord, half by tenant; sometimes wholly by farmer.

On tenant's death, farm is let to nearest relative if wished. Good farmer desired, irrespective of creed.

No knowledge of farmers being afraid to give evidence, unless from bashfulness.

Will speak as to injury from foreign competition and unjust railway rates.

45,350. On whose estate are you a tenant farmer?—Mrs. Brigstocke, of Blaenpant.

45,351. What is your acreage?—109 acres.

45,352. What rent?—49*l.*

45,353. For what parishes do you speak?—Llandygwydd.

45,354. Is that a Welsh-speaking district?—Yes, for the most part.

45,355. Do you think the majority of the landowners in this country try to help their tenants, or are they mostly harsh?—I do not know that they are.

45,356. I want to know whether the majority of the landlords are good landlords or not?—I should say that they are good landlords, but they do not show too much sympathy.

45,357. You say you do not know of farmers being afraid to give evidence?—Not to my knowledge.

45,358. You have not heard them say so?—They have not said so to me.

45,359. Have you got anything further to say about injury from foreign competition?—Yes, we cannot make both ends meet, with taxes and everything.

Mr. *Grove.*

45,360. You say "tenancy is secure." Is it secure on the death of the present landowner?—Yes, as far as I know, but I cannot speak of the future.

Mr *Grove*—continued.

45,361. Is there no danger of properties being sold?—He can do as he likes, to sell or not.

45,362. In those events, tenancy would not be secure, would it?—No, not unless the man who held the farm was able to buy it.

45,363. The tenancy would be secure then, but you are speaking of tenancy as it exists to-day?—Yes, at the present day.

45,364. Then, which do you prefer, to have security of tenure, or to trust to the present existing state of things?—I myself should prefer to rely on the present state of things.

45,365. Have you a copy of your agreement?—No.

45,366. Are you under an agreement?—A lease.

45,367. Are you satisfied with the clauses in it?—Yes.

45,368. Do you get any abatement in your rent at all?—Last rent 20 per cent.

45,369. Although you have got a lease?—Yes.

45,370. You object to a land court?—Yes.

45,371. But a good landlord and a reasonable tenant need not go to a land court, even if a land court was formed?—I cannot say anything as to that.

45,372. But if the landlord and the tenant first tried to agree between themselves, there would be no need for them to go to a land court, although it existed?—As far as I am concerned I would prefer fighting with the landlord myself, and then having recourse to arbitration.

45,373. Who would you like to be the arbitrator between the landlord and the tenant?—A competent man, an honest man, and a man who understood his business.

45,374. Then you would like for the landlord to pick out one, and the tenant, I suppose, to pick out one, would you?—Yes.

Mr. *Seebohm.*

45,375. Have you heard the evidence of the last two or three witnesses?—Yes.

45,376. Do you know of many cases of hardship of that kind?—No, I did not know anything about them till I came to this court.

45,377. You think they are quite exceptional?—I had no idea of any such thing having taken place. I did not know anything about it before coming to this court.

45,378. Are there many landlords in this district who are looked upon as bad landlords?—I cannot say anything about it.

45,379. Do you think that anything is required to deal with these cases of hardship when they arise?—As far as I am concerned I should like to see them have recourse to arbitration.

Mr. *Griffiths.*

45,380. You state that creed and politics in your opinion have not the least effect upon the relations between landlord and tenant?—Not during the time I have been there, nine years.

45,381. That was the case very likely on the Blaenpant estate. You are not speaking of other estates when you say that, are you?—No, I am speaking of that only.

45,382. Then you would not go so far as to say that the people who have come before us are speaking an untruth?—Oh, dear no. I would not for the world.

45,383. You say that sometimes the draining is done wholly by the farmer?—Yes, and sometimes wholly by the landlord.

45,384. When is it done wholly by the farmer, suppose he finds that his farm is too dear after he has drained it, what is he to do for the draining he has done?—Well, apply to the landlord.

45,385. But we have seen just now that others who applied to their landlords have never succeeded in getting payment of their money; what would you suggest then?—Arbitration, that is what I would suggest.

45,386. You had 20 per cent. abatement although you had a lease?—Yes.

45,387. A very good landlord indeed. It is not very many landlords that do that?—Not many.

45,388. But do you think that there are any landlords who give abatements without leases?—I cannot say, with the exception of the Manorabon estate. They give back sometimes 25 per cent.

Mr. *Grove.*

45,389. You speak about unjust railway rates. Will you just tell us what you mean by that?—Suppose I had some cattle at Whitland to send up to London; well, there are foreign cattle coming in exactly to the same place, and they would charge me on my truck dearer than they would charge on the carriage of the foreign cattle.

45,390. That is, competitive rates for foreign produce?—Yes.

45,391. But do you complain of the local rates?—No, I do not complain of that; but all home produce ought to be charged the same as foreign.

Lord *Kenyon.*

45,392. I have some questions handed in by Mr. J. J. Jones: "Are you a landlord yourself"?—Yes.

45,393. "How much land do you own"?—57¾ acres, or thereabouts. It is not quite 58.

45,394. "Are you a Churchman or a Non-"conformist"?—I am a member of the Church, but I do not deal in politics at all. I do not care at all about it.

45,395. "If religion has nothing to do with "the relations between landlord and tenant in "your neighbourhood, how do you account for "the reduction of membership of Bethesda "Chapel from about 180 members to about 100 "members within the last 20 years"?—I do not know. I cannot account for that.

Mr. *Griffiths.*

45,396. I suppose you have always been a Churchman, have you?—No; if the chapel was nearer to me I would go to the chapel. I used to attend Sunday school in chapel as well, although I am going to the church at present.

45,397. You state you do not live on your own farm?—It was after I came there that I bought my own farm, about four years ago, or thereabouts.

45,398. Are you able to put all the money that you profit from your own farm on one side now?—I do not know about that exactly. was not last year. It was all gone.

Mr. *Seebohm.*

45,399. Do you farm your own farm?—No, not the one that I bought.

45,400. You let it?—Yes, I let it.

Lord *Kenyon.*

45,401. What rent do you get for it?—42*l.* 10*s.* I rent it at.

45,402. You seem to prefer to remain a tenant farmer, although you have got a freehold of your own?—This is the thing. My father-in-law was in the place before I came there. He was there these 45 years, I believe. I married his daughter and went in there with him. Of course, I did not wish to shift the old man. He is about 78 or 79 years old, and I did not wish to be the cause of his shifting. If I had had that first I should go to it.

The witness withdrew.

Mr. David Jones called and examined through an interpreter.

Lord *Kenyon.*

45,403. You are Mr. David Jones, of Llwyngwyn?—Yes.

45,404. Is this your evidence which has been translated to you this morning by Mr. Griffiths, and is it correct?—Yes.

Lord *Kenyon*—continued.

[*The following statement of the witness was read:*]

I am a workman myself and have been selected by workmen to represent them before the Commission.

Lord *Kenyon*—continued.

We workmen are by far the largest class of people in this country; we have many grievances because of the burdens borne by us.

Most farmers complain of foreign competition, that our markets are crammed with foreign produce, which is sold for less than is possible to sell home produce. As a remedy for this, fair trade and protection is suggested by many. But we the labouring class, are of opinion that fair rents and security of tenure is the proper remedy. And as to foreign competition we suffer quite as much as they if not more. So many foreign goods are imported to this country and are sold cheaper than they can be produced here; for instance, labouring instruments, clothes, furniture, come from France, Belgium, and Germany, and we can venture to say that there are enough shoes in Cardiganshire for the next five years at least, and most of them made in foreign countries. Yet there is a worse competition immediately in the labouring market that is between different nationalities, such as the Irish, Jews, Germans, Hungarians, they work in every trade, and that according to the sweating system at such low wages that home labour is nearly at an end. The same is also true of farmers. They do most of their labour by means of machines, and thus to some extent save the service of labourers. In consequence every class of workmen suffer from the same complaint. Farmers say they cannot pay labourers as well as the rent, the consequence is that the labourers must move to the towns and villages to look out for something to do. As a result of this, some 215 workmen have been leaving the county of Cardigan annually during the last 10 years according to the Government census. Many of the best men left are ready to follow them if they could see an open door. But where will they go? If they turn to the west, there are thousands half starving there, if they turn to Glamorganshire and Monmouthshire, there are plenty there already. If they go to Yorkshire and Lancashire, we find that there are in those counties hundreds of unemployed. What are we to do with these unemployed? If they are turned out to beg, that will be a burden on the country; if they are placed in the workhouses there is not enough room for them. What is to be done to the half-idle workmen in this country and in this neighbourhood? There is only one remedy that I can see, and, when mentioning it, I know I express the feeling of the great majority of my fellow workmen, and that is, that we petition the Parliament to pass a law that everybody that desires it shall have a small portion of land according to his circumstances, say 3, or 5, or 10 acres as the case may be, and that for reasonable prices. Now it is difficult to get any land at all, and when it is offered it will have a very high price and many conditions. I have some experience of this. I had a small holding for a few years, but the land was too high, viz., 2*l.* per acre without a shadow of a building on it.

Lord *Kenyon*—continued.

When large farms are let at from 15*s.* to 30*s.* an acre it would be only fair that small farms should be let at the same rate; at present this is not the case. But there are also very queer conditions such as I have experienced. The conditions on which I held land were ridiculous in the extreme. The soil is light with pebbles, yet one of the clauses in the agreement was to the effect that I was not to raise peat from it, I am of opinion that if small holdings were granted to workmen, there would still be a hope for the workman to have food for his family, and work when his service is not required by the employer, but some say there is not enough land for everybody, that Great Britain may be compared to a garden, there are 77 million acres of land in Great Britain, some good and some middling. This comes to more than 2 acres for every man, woman, and child—10 acres for every family of five. I am of opinion that this country, if properly cultivated will yet produce sufficient food for all the inhabitants. Why do small farms produce per acre more than large ones? Because they are cultivated better, the improper cultivation of the soil is a great loss to the workmen of the country. If a workman earns 24*s.* a week, he has to pay 15*s.* for foreign goods such as flour, butter, meat, &c., whereas it would be much cheaper for him to raise such on a small holding of his own, and every penny that is paid to foreign countries is a loss to this country. It is also said that the produce of this country fetches higher prices in the market than that of any other foreign country because it is of better quality. If small holdings were made throughout the country there would not be such call for foreign goods—eggs, for instance—this country paid for eggs during the year 1893 3,562,690*l.*, and it is the same with everything else. Again, we must have better houses to live in, it is true that there has been great improvement in this direction during the last 20 years, but we require more improvement still. Moreover, we want to have these houses on better conditions. When a young workman settling down desires to build a house for himself he soon finds that it is very difficult to secure a plot of ground to do so. Many have utterly failed to get ground, and among others I have failed myself. Some 30 years ago I went to a gentleman to ask for a plot of ground to build a house. He promised me to have it with the greatest of pleasure, 'Call again,' he said. I did call a second time and again. The last time I met the agent and after a short talk I saw that nothing was to be expected from him because we were living too far apart. In 27 years I made the same request on the same estate, and I received the following reply:—

I have not the least intention of letting you have any of my land, nor do I believe a word of what you say, viz., that my father promised you a piece of ground for building on."

Many succeeded in getting some ground, and leases are granted varying from 21 to 60 years,

Lord *Kenyon*—continued.

and the ground rent varies from 4*l.* to 16*l.* per acre and when the lease expires the property must be handed over to the landlord in good condition. Cases of this kind are seen every day.

Land is let for building purposes which has never produced one shilling in the year by way of rent or rate, and yet 16*l.* an acre is asked for it.

I know of many cases, but take one example. A man has laid out 400*l.* in building. The lease is 60 years, the ground rent 6*l.* (or 16*l.* an acre) when similar land is let for less than 1*l.* an acre to farmers. Now in 60 years this man will have paid 360*l.* for the loan of the ground, add the other 400*l.* and it will make the handsome sum of 760*l.* for the landlord at the end of 60 years, without taking into account the interest, and the true owners are left without anything. The children will see their father's labour for life handed over to the landlord. Is not this enough to make any workmen complain bitterly?"

Mr. *H. L. Stephen.*—The next paragraph, my Lord, I object to as hearsay. The matter is not important, but I think there is a rather serious allegation made.

Mr. *Griffiths.*

If you refer to the word "robbed," I think that is modified in the translation.

Mr. *H. L. Stephen.*—In this story which he tells about Mr. John Thomas, he says that a promise for a lease was made, and that the promise was improperly broken. I think that story ought to come from Mr. John Thomas.

Mr. *Seebohm.*

Is Mr. John Thomas in the room?

Witness.

No, he is dead. That is stated further on.

Lord *Kenyon.*

45,405. How do you know anything about this? Is John Thomas a relation of yours, or what?—He was a near neighbour of mine.

45,406. As Mr. John Thomas is dead we cannot take his evidence strictly, but perhaps we had better take it for what it is worth.

Mr. *H. L. Stephen.*—As your Lordship pleases.

[*Statement continued.*]

Another instance of the way workmen are deprived in connection with building on leases. There was one Mr. John Thomas, a mason by trade, who had saved a little money and was anxious to lay the same out on building labourers' cottages and by doing so to gain a little money. About the year 1856, there were

Lord *Kenyon*—continued.

several houses in ruins in the main street in the town of Newcastle Emlyn. Mr. Thomas offered the agent of the Cawdor estate to rebuild the houses if he granted fair conditions. The agent answered that Lord Cawdor's word was as good as a written lease, and that he could go on with the building. Six houses were finished and they were rented as follows:—

	£	*s.*	*d.*
1 for - -	13	0	0
1 „ - -	10	0	0
2 „ 6*l.* - -	12	0	0
2 „ 2*l.* 10*s.* -	5	0	0
Total -	40	0	0

Everything went on happily for 14 years, when the agent died. Another came into his place who knew that John Thomas had no lease, so four of the houses were taken from him worth 24*l.* a year, and the other two were left to him as long as he lived. He died about five years ago, and then all the houses were taken, his widow and orphans were left without a penny compensation. It was hard for John Thomas to see Lord Cawdor depriving him of 24*l.* a year for 20 years which amounts to 480*l.*, but I believe, that it is more painful to see them reaping the harvest of 40*l.* a year from the labour of John Thomas while his widow and orphans are half starving.

Whether the landowners are aware of these things or not, I know not. There are many instances of this kind, and we, the labouring class, hope that the system of building houses on leases under circumstances of this kind will be swept away for ever.

Lord *Kenyon.*

45,407. Who was the agent?—When I started to build, do you mean?

45,408. Yes?—Mr. Thomas, I believe, of Gelliorlas.

45,409. Who was the other agent who succeeded?—Mr. Thomas Jones.

45,410. Thomas Jones of where?—Of Newcastle Emlyn.

Mr. *Seebohm.*

45,411. Is he now the agent?—No.

Lord *Kenyon.*

45,412. Have they attempted to make use of the Small Holdings Act at all in this part of the world?—I do not know.

45,413. It seems to me you are asking for a law which is actually in existence?—Yes, I know, but it has no power. It is not worth anything here.

45,414. There is another Act, the Parish Councils Act, which gives a further power?—Well, perhaps something will come out of that

Lord *Kenyon*—continued.

45,415. Then as to the peat. I suppose there was not any peat on your farm?—No.

45,416. So that part of the agreement was not much used one way or the other, was it?—Exactly.

45,417. When you refer to 77,000,000 acres of land, do you realise that it includes a good deal of mountain land? I mean you would not like it if your 10 acres were on the top of Snowdon, for instance?—No, it would be no good to me.

45,418. You cannot divide it into equal portions at any rate?—No, there is no necessity for that.

45,419. Do you think it is the fact that more is produced on smaller farms than on large ones?—I know it.

45,420. Per acre?—Yes.

45,421. But it cannot be true all over the world and all over England?—I cannot say as to that.

45,422. You speak very generally, but I do not think it is the case?—It must be so everywhere, because it is better cultivated.

45,423. I do not agree with that at all. It may be the case here?—It is so undoubtedly in this district.

45,424. The bigger farms may employ more expensive machinery, and so can cultivate their farms better?—But as far as that is concerned, manual work is better than machinery.

45,425. Do you not think that the agricultural produce of this part of the world might be improved—the butter, for instance?—I believe so. There is room for improvement.

Mr. *Griffiths.*

45,426. You say you have come to represent some workmen. How many workmen? Did you have a meeting at all?—Yes, we had a public meeting.

45,427. Did many attend this meeting?—From 35 to 40.

45,428. What parish are you living in?—Llanfair Orllwyn.

45,429. Are they mostly Welsh?—Yes, in Cardiganshire.

45,430. And they are mostly Welsh?—All of them Welsh.

45,431. Am I to understand that you are of opinion that every man should have a plot of ground and keep a cow or more than one if he likes?—I think it would be an advantage, taking things as they are now.

45,432. Do you think it would be a means of inducing them to stay in the country instead of going into the towns?—I believe that those who have gone to the towns will come back.

45,433. You say that the land on these small holdings is let much higher than on large farms. It is at the rate of 2*l.* an acre, and on the large farms only 15*s.*?—From 15*s.* to 13*s.* an acre for similar land.

45,434. And you have no houses at all, have you?—No, I had no house at all on the land that I held.

Mr. *Griffiths*—continued.

45,435. But as a rule we find that there are cottages on this land?—Yes.

45,436. Do you consider that all the food of this country is of better quality than the foreign?—Yes, all the food that can be produced here. Of course there is a good deal that cannot be obtained in this country.

45,437. You prefer the home-made bread, then, to the foreign?—Yes.

45,438. Are there any conveniences in the cottages to keep poultry?—Wherever there may be a small holding there are several hens.

45,439. Do you think the cottager's wife, as a rule, is more able to attend to poultry keeping than the large farmer's wife?—Yes.

45,440. Then you complain that you cannot have ground to build on. On what estate did you try to have ground?—Colonel Lewes, Llys Newydd estate.

45,441. What reason did they give for not giving you the ground?—Well, he gave no real reason.

45,442. He only delayed the answer?—Yes.

45,443. Then you made an application to him again?—Yes.

45,444. To whom did you make that application?—To the present colonel.

45,445. What did he say?—This is the letter:—

"SIR, "Tenby, 7th October.

"I HAVE not the least intention of letting you have any of my land, nor do I believe a word of what you say, viz., that my father promised you a piece of ground for building on.

"Yours,

"W. LEWES,

"Col. (of Llysnewydd)."

45,446. What is the date of this letter—what year?—1890, I think it was.

45,447. You say in regard to John Thomas that it was told him when he built the houses, that Lord Cawdor's word was as well as a lease?—Yes.

45,448. And it was considered so in those days, was it?—Yes, and he built on the strength of that.

45,449. But he found to his sorrow in less than 14 years that he would have to pay over again for that land?—It was in 14 years afterwards that the houses were taken from him.

45,450. Though he had laid out all his money?—Yes.

45,451. They were let after?—Yes, those who occupied them then held them.

45,452. That is four of the houses?—Yes.

45,453. There are two remaining?—Yes.

45,454. What amount do you consider he lost on the whole?—During the 20 years, I think, he lost about 400*l.*

45,455. And his widow suffered also?—Yes.

Mr. *Seebohm.*

45,456. We are very glad, indeed, to get the evidence of a labourer, because we have not had very much evidence from agricultural labourers. What do you call a big farm when comparing it with a small one?—In our part of the country

Mr. *Seebohm*—continued.

a farm is considered a very large farm if it is 200 acres.

45,457. When you spoke of the yield of a small holding being larger than that of a big farm, what kind of small holding were you talking about?—From 5 to 10 acres.

45,458. What were you thinking of doing with that? Keeping a cow upon it, or making it almost into a garden?—Keeping a cow on it.

45,459. Then why should it produce more than a big farm, if it was pasture?—It is not intended that it should be always pasture land.

45,460. Some of it would be garden land?—Yes.

45,461. I can well understand that a small piece used for a garden would produce more than the ordinary acreage of a bigger farm. We have been told that the wages of labourers during, say, the past 30 years have been very much increased?—That is correct?

45,462. We have had some instances given of labourers rising into the position of, say, tenant farmers?—Yes, quite possibly.

45,463. Do you know yourself a great many who have risen in that way?—I know of some.

45,464. If you had these inducements to stay on the land, would not the competition for farms become greater?—That I cannot say.

45,465. Everybody cannot live on the land, can they?—We all live on the land, do we not?

45,466. We do not all live by tilling the land, do we?—No.

45,467. It would increase the land hunger, would it not?—Yes.

45,468. Do you know at all what you would expect to get per acre out of the land—the gross produce of the land per acre?—It would be very difficult for me to answer that. A farmer would know better than a workman or a labourer.

45,469. Would you expect to get anything like as much out of a small holding of 30 acres as you would expect out of some other trade?—I answer that as I have before stated, that there is no work to be had, and it would be a great blessing for the workmen to have the work at home.

45,470. But it is only recently that there have been a great many people out of employment?—It occurs during these last years, and thus hundreds have left this county for Glamorganshire.

45,471. But may we not hope that with returning good trade we shall have people employed again?—What is to bring about this better state of things—farming?

45,472. Well, I suppose only about a sixth of the population of England are connected with farming at all?—I suppose that the farms in England are very large farms, and that workmen can have nothing to do with them.

45,473. But I mean that there are a great many trades other than farming?—Yes, but they are half idle I think most of them.

45,474. I think the happiest thing we have heard of in Wales is the rise in the value of the

Mr. *Seebohm*—continued.

labourer, and the good position of the labourer, and the chance he has of rising in life, as compared with other parts of England?—It is to be hoped that it is so.

45,475. And at the same time everybody would be glad that the labourer should have his little piece of land, so as to make his home as happy and as comfortable as possible?—Yes.

45,476. And it would have the advantage possibly of keeping the best men on the land, instead of the best men going away?—Yes; I am of the same opinion.

Mr. *Grove.*

45,477. The more men settle on the land the better it would be, you think?—Yes.

45,478. Are there many other working men of the same mind as yourself?—I believe so.

45,479. There is the Small Holdings Act. Who is the county councillor for your district?—Mr. Evan Davies, of Gilfachronow.

45,480. Have you ever discussed with him the question of this Act?—I mentioned it to him about a twelvemonth ago, and the answer I received was that it did not contain the power.

45,481. It does not contain power for compulsory purchase?—No.

45,482. But if the county council were to put it in force, and go as a large body like that to a landlord, perhaps he would let them have the land at a reasonable price?—I should like to know the landlord.

45,483. Well, a good many of us would like to know that of course. Has any application been made to the county council to put this Act into force?—I have asked these two county councillors here.

45,484. But you do not know whether it has ever come before the county council, and been decided by them whether they will put it in force or not?—They told me that there was no power in it.

45,485. Question repeated?—I have not heard that.

45,486. Under this Act anyone wishing to buy a small plot of land has to pay one fifth of the purchase money. Do you think many working men would be able to do that?—I believe many of them could.

45,487. I am glad to hear that. My advice to you would be to write a letter, and have it signed by five or six working men, and send it to the clerk of the county council, and the matter would then be properly discussed by the county council. It appears to me that this Act is passed on purpose to try and help men exactly like yourself. Now you say that for 27 years you tried to get a bit of land to build a house upon. Was there no other land available anywhere that you could get at?—Yes, there was, and I got some land elsewhere with another poor man like myself.

45,488. You mention farmers using machinery, and you do not object to that of course?—No. The only thing is that there is less demand for workmen.

Mr. *Grove*—continued.

45,489. The use of machinery I suppose would have that effect in anything?—Oh, yes.

45,490. Just one more practical question. Do you think there are more public-houses in Newcastle Emlyn than there need be?—Yes.

Mr. *Grove.*

There seem to be a fair number.

Mr. *Griffiths.*

45,491. Is it possible that Colonel Lewes had any reasonable objection to your having that special plot of land that you selected to build on?—In the first place, I think that the Colonel had nothing against me personally. There may have been something between me and the agent, or something of that kind. I do not know; we are not quite of the same colour.

Lord *Kenyon.*

45,492. Some questions are handed in by Mr. H. L. Stephen: "Can you say that "there was not a written agreement between "John Thomas and Lord Cawdor's agent"?—Well, I cannot prove it. I only say what I have heard.

Lord *Kenyon*—continued.

45,493. "On what terms as to tenure did "John Thomas build his house"?—For what rent, do you mean?

45,494. No; on what terms. Were there any terms mentioned?—This is what John Thomas told me: that he was building the houses, knowing that the words of Lord Cawdor were as good as a lease.

45,495. But were there no terms as to whether they should revert to the estate at a certain time?—I did not hear anything.

45,496. "What did John Thomas pay to "Lord Cawdor"?—According to what I understood, 4*l.* a year of ground rent for the 14 years, I have the receipts for the other years.

45,497. Is that the ground rent of the whole of these houses?—No; for two alone.

45,498. And anything for the others?—Nothing for the others.

45,499. This is a question by Mr. J. Jones: "Has the widow of John Thomas had the same "loss on the Nantgaran Estate"?—No.

45,500. "Is it not a fact that many of the "houses at Newcastle Emlyn have been built "without leases"?—I think that it is so.

The witness withdrew.

Mr. GRIFFITH DAVIES called and examined through an interpreter.

Lord *Kenyon.*

45,501. You are Mr. Griffith Davies of Alltycorde, in the parish of Penbryn?—Yes.

45,502. Is this your evidence which has been translated to you, and is it correct?—Yes.

[*The following statement of the witness was read:*]

I farm 95 acres of land, which I bought in 1885, but it is heavily mortgaged. I was appointed at a public meeting held in our parish in June last year to give evidence before the Commissioners. Our parish is 8,112 acres, with a population of 1,300; 400 houses. There are 102 of the farmers who are freeholders, but I am sorry to say in name only—90 of these bought their farms within the last 12 years, and about 70 others were bought by tradesmen as investment—times were good then. We have suffered severely throughout the parish by all these sales, thousands and thousands of the farmers capital and labour were put up for sale and then dropped nicely into the landlords' pockets. Our own improvements were advertised and made a show of to get more for the farms; those of us who bought our homes had to pay dearly again for our own frugality and hard labour, I admit at once it would have been better for us not to have bought them from a monetary point of view, but we are passionately fond of our homes, our farms, our parish, our chapels, and even of the brooks, hills, and trees of Penbryn. We had witnessed cruel evictions in our parish. We have seen good farmers (David Davies, Penpontbren) turned away on Sir Pryse Pryse's estate for no other reason than that he had given some trifling personal offence to the head agent, Mr. John Vaughan Pugh Pryse, over the assessment of another farm on the estate—David Davies the evicted tenant being a member of the Assessment Committee. When we had seen such occurrences and knowing what a good farmer David Davies was and what a large amount of capital he had invested in the land, when we remembered how frequent and how imploring were his and his poor wife's entreaties for the agent's forgiveness—which were of no avail—we were almost panic stricken when it was rumoured that the whole parish, as it were, was about to be sold up. Here I beg to put in a statement showing how much money and labour David Davies had spent on his farm the last six years of his tenancy.

Lord *Kenyon*—continued.

45,503. Is David Davies here?—David Davies is dead.

Mr. *Seebohm.*

45,504. Is he a relation of yours?—He was a very near neighbour of mine. I was very well acquainted with him, and I have a bill with his signature.

Lord *Kenyon.*

45,505. Have you got that statement?—Yes (*producing same*).

Lord *Kenyon*—continued.

"I farmed my own place before it was sold. I was working on it with my uncle for 14 years previous to that; my uncle having no children it was understood I should succeed him, which gave me heart, and I worked very hard there for 18 years before it was sold. My uncle did all the haulage to build dwelling-house and stables; he built sheds and pigstyes and paid for them himself. He made 400 yards of lea jointly with his neighbour on the same estate; he also built a pond, put the water power to work all his machinery, I estimate these things at 50*l.* He drained a good deal there from time to time; kept his farm very tidy. I kept it on during the four years I had it previous to the sale quite as orderly—laboured hard there. All the tenants on one portion of the Falcondale estate received notices to quit, September, 1884. The head clerk of the agent brought them himself in order to explain to us that they were only formal. The estate was not to be sold, but perhaps we should be called upon to sign an agreement which again was only formal. Mr. Morris of Deinol, one of the tenants, had a copy of the agreement to show all the tenants—this was some time after the notices. We all met at Penrallt, being a central place, to discuss the clauses of this supposed innocent document. Fortunately we had by this time a clue that the whole of the Falcondale Estate in the parish of Penbryn was to be sold in the summer of 1885. We found that if we signed this agreement we should be simply putting the rope around our own necks, and therefore helpless in the hands of those who might buy our farms, but it was quite evident that the agent intended to catch us napping and get us to sign that the farms might sell better. Early in the summer of 1885 we waited upon Mr. Joseph, the head clerk, and expressed as tenants a desire that the sales should take place as soon as possible that we might be relieved of our anxiety and know our fate. He informed us that as we had not signed the agreement our convenience could not be consulted, and that they would sell when it suited them, and the sale did not take place before August 15th simply to force us to buy at any price. We were close upon Michaelmas, and under notices to quit, which expired September 29th. We were refused to offer for them privately. I had walked a good deal during the summer to look for a farm and had quite failed. I had a family of young children and in a way I had no choice but to buy; some of my co-tenants who did not buy were turned away from their old homes. I paid 2,040*l.* for my place of 99 acres, it was a deal too much. If we had security in our tenure, or even if we could legally claim compensation, we should not pay the exorbitant sums for our farms that we did, nor would the farms fetch these big sums then. My case is only one specimen out of 90. There are some who had hauled for building, drained the land, but were not paid even a penny when farms were sold. I beg here to give a few instances. It seems to me that our cases are exceptionally hard. The landlord's agents

See 45,537–45,558.

Lord *Kenyon*—continued.

took us by surprise—they took advantage of the good times—of the land hunger which was then at its height—our strong sentiments for our homes and country by the panic struck in every heart by seeing the whole of a very large parish, as it were, sold up. I say again, they took advantage of all these things and put the reserved prices on the farms very high. Having bought our homes under these conditions we are now caught by the exceptionally bad times and we struggle hard for life in this gulf. I have been deputed to come before you gentlemen to tell you in a plain and crude way of our troubles, and respectfully ask you to favourably consider them, by recommending the Government to advance us money for a number of years at a low rate of interest to save us and our families from utter ruin. Another question which pressed hard on us then was the great expense in the transference of the land to us by the previous landlord. I beg with your permission, gentlemen, to hand over a few instances of the lawyer's bills paid by us, and hope that a change in this direction will be brought about.

45,506. Will you produce those lawyers' bills?—Yes (*producing same*).

45,507. What was the rent of your farm before it was sold?—It is not the same rent as when it was sold. 17 acres of it was taken away.

45,508. I want to know what was the rent when it was sold?—It was 80*l.* when it was compact, when it contained 17 acres besides that.

45,509. It contained 17 acres more, did it?—Yes.

45,510. Do you mean it is 17 acres less than 95 now?—No, it was formerly 112 acres. It is now 95 acres.

45,511. What did you buy? Did you buy 95 acres, or did you buy 112?—95.

45,512. Did Mr. David Davies get any compensation whatever from Sir Pryse Pryse?—He received about 30*l.* for the things which were left on the farm, such as manure, seeds, and so on.

45,513. Anything else?—Such as the flags in the kitchen, and so on; that is all.

45,514. Did he get anything for the draining?—Nothing.

Mr. *Grove.*

45,515. I suppose your sole object in buying your own farm was to have security of tenure?—Yes.

45,516. And you considered that you had to pay over again for the labour and the improvements that you had made upon it?—Yes. We had to do so.

45,517. Have you any idea of the money you spent on the farm before you bought it?—I, together with my uncle, had spent all the money which is there for the water-wheel alone, and

Mr. *Grove*—continued.

that was put down on the paper as belonging to the place.

45,518. Your suggestion is that the Government should be asked to lend money at a cheap rate to enable them to pay off their present mortgages. Is that it?—Yes, that is what we ask for.

45,519. And also to enable other tenants to buy their farms if they have the chance to do so?—Yes, if they are obliged to do so; that is, if they are being sold.

45,520. I say if they have the chance?—Yes.

45,521. Then, in addition to that, you want a simple and inexpensive mode of transfer of land?—Yes, cheaper than it is now at any rate.

Mr. *Seebohm.*

This is one of many cases that we have had brought before us showing the evils and the hardships that come about when a sale is made of property; I do not think I need ask any questions upon it; it, of course, will have consideration as it deserves along with others.

Mr. *Griffiths.*

45,522. Can you give us any information as to this trifling personal offence that David Davies had given to the agent? What was the nature of the offence?—It arose from the valuation of two places in the neigdbourhood.

45,523. Could not they agree about the valuation, or what was it?—He was one of those who had been valuing the holdings, and the valuation was not satisfactory to those who occupied the place.

45,524. Was it considered that he had done his duty?—Yes.

45,525. And yet he could not forgive him?—Mr. John Vaughan Pugh Pryse had something to do with this.

Mr. *Griffiths*—continued.

45,526. What?—He had been one of the parties with these two men, and wanted the two holdings to be equal.

45,527. But did you consider that they were equal?—The parish valuation was not going to make them equal.

45,528. Who made the parish valuation?—About six or seven men whom the vestry had appointed.

45,529. And with all that is it the fact that Mr. Pryse would not agree to their valuation?—No, it was referred to the Assessment Committee.

45,530. And how did they settle it?—In the same way, according as the parish valuation was.

45,531. Then you consider he ought not to have been offended?—Yes.

45,532. You say with regard to farms that are sold you are prepared to give us a few instances. Will you give us one or two instances?—This is an instance from Mr. Morris, of Deinol (*handing document*).

Lord *Kenyon.*

45,533. Is this gentleman here?—Yes.

45,534. We will take him if we have any time at the end, but we must go on with the witnesses who have given us notice to attend to-day. There are two or three questions put in by Mr. H. L. Stephen: "Have you told Sir "Pryse Pryse or Mr. Pugh Pryse that you were "coming here"?—Yes, I sent him a letter.

45,535. When did you send the letter?—Last week. Here is a copy (*handing same*).

45,536. "Can you describe to us the contents "of the agreement of which a copy was given "to Mr. Morris, of Deinol"?—I do not remember it, but we read it together, and after we had read it we returned it, because we only had the loan of it.

The witness withdrew.

Mr. PICTON EVANS recalled and further examined.

Lord *Kenyon.*

45,537. We have got four or five witnesses still to examine, so I must ask you to confine yourself strictly to the rebutting evidence. You are Mr. Picton Evans?—I am Mr. Picton Evans. In 1885 I became the agent of the Falcondale Estate in the parish of Penbryn. There were two estates, one was called the Falcondale Estate, and the other was called the Reverend Alfred Harford's estate. I should like you to divide those.

45,538. Were you agent for both of them?—I was agent for both in 1885. The last witness was a tenant on the last estate, the Rev. Alfred Harford's estate.

45,539. Were they both the properties of Sir Pryse Pryse?—No, nothing to do with Sir Pryse Pryse at all. This last witness speaks of

Lord *Kenyon*—continued.

it in his statement. In 1885 the Rev. Alfred Harford's estate was sold. I was connected with that sale professionally as a solicitor. The solicitors at Bristol were Messrs. Isaac Coate and Sons and they had the entire management of the sale. Previous to that sale a nephew of Mr. Morris, of Deinol, whose name has been mentioned, and who is also a tenant on the same estate, in pursuance of instructions he received from the solicitors, went over the estate, and made a valuation, and prepared the particulars of sale. The property was sold, and as the witness says he bought his lot in for 2,040*l.* I know of no agreement, nor do I know the contents of any agreement that is referred to as being handed up to Mr. Morris, of Deinol, to be shown to the rest of the

Lord *Kenyon*—continued.

tenants. There may or may not have been such an agreement, but I never saw it, and I do not know the purport of it.

Mr. *Griffiths.*

45,540. Then you are not in a position to deny that there was one?—No, I should not like to deny it. I do not know what the purport of it was in the least. I may say that the agent previous to me was my partner Mr. Jenkins who had been agent for many years. He was my partner in the same office that I was, and the agency was carried on in that office, and it is probable that if such an agreement had been in existence, I should have seen it, but I will not undertake to say that there was no agreement, because I am not in a position to say so.

Lord *Kenyon.*

45,541. I think you are confirming the evidence at present?—Well, I want to confirm it as far as it is true.

45,542. Our time is rather limited?—I should tell you with regard to that sale that there were no claims whatever sent in to me as agent for compensation from any of the tenants. I know as a rule on that estate the buildings—the permanent improvements—are always done by the landlord, the tenant doing the haulage.

45,543. Do you say that no advantage was taken of the tenants' improvements then?—I do.

45,544. You say they did not buy their improvements twice over?—Certainly not. I say that all permanent improvements are done by the landlord at his expense, excepting haulage.

45,545. Have you anything to say about David Davies' case?—No, not that case. I want to go to the other estate.

45,546. David Davies was before your agency?—No, David Davies is on Sir Pryse Pryse's estate. I was never agent to the estate. I had nothing to do with that estate. With regard to this estate of Alltycorde we never received any claim from Mr. Davies of Alltycorde previous to the sale, or at any time, nor did he make any claim for compensation for improvements done by him.

45,547. He could hardly expect to get anything if he did not put in a claim?—No.

Mr. *Grove.*

45,548. How many of the tenants were affected by that same sale. It was rather a large sale of property, was it not?—There were 10 lots sold.

45,549. Does that mean 10 tenants?—Yes, 10 tenants. There may have been under-tenants. Of course I cannot say.

45,550. But there were 10 direct tenants?—10 direct tenants.

45,551. In your opinion, then, none of those tenants had done any permanent improvements that they might have claimed for?—Not permanent, certainly not. It is the rule for the landlord always to do those.

Mr. *Griffiths.*

45,552. Do you consider that 2,040*l.* was a high price for that land?—Well, I think it certainly was its full value.

45,553. Do you happen to have the reserve price?—Well, I do not know, because, as I told you just now, I had nothing to do with the conduct of that sale. The apportioned rent was 68*l.*

45,554. This man in his evidence says, "My case is only one specimen out of 90." I thought you said there were 10 tenants only?—Yes, on that estate; then later on there was another estate sold belonging to the Harfords, called the Falcondale Estate. You do not propose to go into that one, I suppose? That was a sale in 1887. He might have been referring to that.

Lord *Kenyon.*

45,555. A question is handed up by Mr. Enoch Davies: "Are you prepared to deny "that Mr. Morris, Deinol, built a stable for 10 "horses at his own expense"?—Not within my knowledge, not when I was agent, certainly not.

45,556. You are not prepared to deny that?—Certainly not.

Mr. *Grove.*

45,557. Does the same remark apply as regards the Falcondale estate, that no claims were sent in for improvements?—Yes.

45,558. You think the same remark applies to that?—Quite so.

The witness withdrew.

Mr. James Thomas called and examined through an interpreter.

Lord *Kenyon.*

45,559. You are Mr. James Thomas of Parkytrap, near Newcastle Emlyn.

45,560. This is your evidence which has been read over to you in Welsh by Mr. Griffiths, and it is correct?—Yes.

See 44,313.

[*The following statement of the witness was read:*]

I, James Thomas of Parkytrap near Emlyn, have lived in this place for 20 years. I have

Lord *Kenyon*—continued.

come here to-day to speak on my own behalf. I do not represent anyone else. My farm measures 39½ acres for which I pay 65*l.* rent. My landlord is Colonel Lloyd, of Llysayron, and an officer in the Cardiganshire Militia. My land is dry and shallow with a blue shale as sub-soil. Last summer was an exceptionally dry one, we had to carry water a distance of over a mile for all the stock, I had no hay and very little straw. My stock this winter has been fed mostly on gorse

See 47,471–47,484.

Lord *Kenyon*—continued.

which I have carried a distance of three miles, my rent is too high. I have often spoken to my landlord about it and have begged and begged of him to reduce it. The same reply I have always received: "You can give it up if you do "not like it at that rent, I can get plenty to give "it." Besides the land being too dear, I am much handicapped by the state of the buildings, they are too small and in a disgraceful state of repairs. The dwelling-house, stable, barn and cowhouse are streaming wet inside after every storm, there is not a house there that keeps the water out. I have to carry on the work under great difficulties, we do it by shifting the same articles about a dozen times a day. Our dwelling-house contains two rooms downstairs —we dare not go upstairs for fear; these rooms measure as follows: kitchen, 13 ft. × 6·9½ × 7 in height—we have to put a bed here. The parlour as it is called—the name is the best part of it, gentlemen—measures 13ft. × 9·3½ × 7, but height from floor to joists is 6·9—props inside and outside to keep it up somehow. I have props also keeping stable, cowhouse, and barn up. There is a slaut at back of dwelling-house which we call a dairy. I spoke to my landlord first of all about a new house 12 years ago. His reply then was that he was putting some pipes down in a meadow of Mr. Elias Thomas, another tenant of his, and that he had no money to do both the same year. In about a year after my landlord called and was convinced that my house was rather out of repair, and said he would build me a dwelling-house. I pointed out to him the state the out-houses were in, but he made no observation, he promised to call next day to settle all the arrangements for starting the building, but I am sorry to say he never came. The next audit I spoke to him again about the house, when he told me he would *not* build for me, and that he could get the rent for it without building. Hardly an audit passed that I did not ask him for a new house and he as often refused. Last autumn I asked him to call and see his property. He and Dr. Lloyd came. He asked what I wanted him for? I told him I wished to know where I and my family were to go to live if we were fortunate enough to survive the collapse of the house. Dr. Lloyd said he should not like to sleep there. The Colonel never made any remark. In a day or two after this Colonel Lloyd called again and Mr. George the solicitor with him. Mr. George asked me if the house leaked and asked permission to go and see it. I was glad to see him going in—he examined the cracks in the wall which we had stuffed up to prevent cats coming in. I told him we could not keep a lighted candle in the house during a storm of wind. Mr. George suggested repairing the pine end and then put zinc sheets over the roof; the total cost not to exceed 15*l.*, that was agreed upon. Next morning a messenger came to me from Col. Lloyd, saying I was not to have the house repaired, and suggesting I should go to live in a cottage a quarter of a mile away and he (Col. Lloyd) would pay the rent of the cottage.

Lord *Kenyon*—continued.

I told the messenger I could not farm and pay the rent in this fashion. I have never heard a word since about it. I have had two children ill here and one of them with rheumatic fever, yet we could not give him a bed for himself, I have for 15 years been obliged to get a bed for two of my children at Forest farm, and they had to walk there night and morning all weathers, and I had to send them every night in winter and very often had to carry the little one. I have two sons in Glamorganshire; they come to see us once a year; we have no bed for them to rest without sending two other children away to sleep. My son, who works with me on the farm, has to walk every night about half a mile to rest. He was ill some time ago and I had to send his sister then to Forest, and I slept with him and the other little girl with her mother. I most respectfully beg of you, gentlemen, to come and see the place which is close by. My landlord refuses to do anything, he tells me to go away, and that after spending the best 20 years of my life here; all my labour is in the land. I have paid the rent regularly and owe none. I beg most respectfully to ask you, gentlemen, where am I to go now at this time of life?

45,561. Where does Colonel Lloyd live?—Llysayron.

45,562. Is that near here?—I cannot say how far. It is between here and Aberayron.

45,563. What is his address?—Colonel Lloyd, Llysayron, Aberayron.

Mr. *Grove.*

45,564. Referring to that photograph that you produce, if those props shown at the end of the house were taken away would that wall fall down?—Yes, it would have come down some time ago. It would have been down 12 years ago or more. See 44,313.

Mr. *Grove.*

Our friends smile, but it is no laughing matter.

Lord *Kenyon.*

Not at all.

Mr. *Grove.*

45,565–6. He pays 65*l.* for 39½ acres. Is that a higher rate than is paid for land about that part?—Yes.

45,567. Is the land of better quality?—You can see it from here.

45,568. We cannot see the quality of it. Is it of better quality?—No, it is not better land.

Mr. *Griffiths.*

45,569. Have you insured your life?—No.

Mr. *Griffiths.*

I should be disposed to advise you to do so.

Lord *Kenyon.*

45,570. This is a question by Mr. Enoch Davies: "Does not the photograph flatter the "building"?—Yes, it does. It is better there than it really is.

45,571. These are questions by Mr. H. L. Stephen: "Has Colonel Lloyd had notice that "you were coming here"?—I do not know that Colonel Lloyd knows that I am coming here.

45,572. Has he had notice?—He has not received notice from me.

45,573. Has Colonel Lloyd got a big estate?—I cannot say—yes, he has a good deal a little below the bridge there.

45,574. Perhaps he cannot afford to repair it?—How does he think that I can afford to pay for the farm, when he has got so much land?

Mr. *Griffiths.*

45,575. How much land has he?—There are several acres; I cannot say how many.

Lord *Kenyon.*

I will hand you back your photograph. It does not look a suitable building to live in.

Mr. *Griffiths.*

45,576. Have you an inspector of nuisances in this part of the country?—I do not know about that.

45,577. You had better make inquiry, and ask him to come and see you?—Very well.

The witness withdrew.

Adjourned.

FIFTY-FOURTH DAY.

The Town Hall, Lampeter, Cardiganshire, Wednesday, 25th April, 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELLYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. HENRY TOBIT EVANS called and examined.

Lord *Kenyon*.

45,578. You are Mr. Henry Tobit Evans, of Neuadd, Llanarth, Lampeter?—Yes.

45,579. You wish to give evidence on your own behalf, and on behalf of Mr. John Morgan, of Park Powell, Llanfair-Clydogau, near Lampeter?—Yes.

45,580. We will take your own evidence first. I think you have a statement?—Yes.

On Friday, the 8th of December, 1893, I attended a public meeting of farmers at Lampeter, presided over by Mr. Morgan Evans, J.P., Oakford, and convened for the purpose of discussing the land question. I was appointed one of a committee at the said meeting, to collect evidence for this commission. I subsequently attended several meetings of the said committee, under the presidency of Mr. Lewis Davies, J.P., Gelly.

Last week my attention was called to the case of John Morgan, of Park Powell, Llanfair-Clydogau, near Lampeter. I called upon him, and in the presence of his wife and a gentleman who accompanied me, he made the following statement to me":—

45,581. John Morgan is now in court beside you?—Yes, he is now sitting beside me.

I am 78 years of age. I was born in 1816. I lived at Felinfawr, Llanfair-Clydogau. My parents were tenants there before me. When I took the mill for myself it had only one pair of stones for grinding purposes. There was plenty of water power there to drive three pairs of mill stones. As there was a good deal of work for corn mills in the neighbourhood, and many of the country mills were not going in the summer for want of water, I went to the expense of purchasing and fixing two additional pairs of grinding stones, which cost me over 200*l*. I paid that sum to a Mr. David Jacob,

See 46,599A; 48,669–48,714; 70,919–70,990; and 73,839–73,897.

Lord *Kenyon*—continued.

New Mill, near Aberystwyth, and whose acknowledgment I now produce. See 45,639, 46,599A.

This is the acknowledgment:

"1865.

"Received of John Morgan the sum 2*l*. 0*s*. 0*d*.
" hundred pounds for make new mill.

"Llanfair Mill,
"DAVID JACOB."

The timber only was supplied by my landlord (Lord Carrington) and is not included in the sum I paid. I invested all my capital in these improvements, and made the mill the best in the whole neighbourhood. This was in the year 1865.

Three years afterwards, Lord Carrington sold the mill and all his other property in this district to Mr. William Jones, Banker, Glandennis; but I did not receive one penny from Lord Carrington by way of compensation for the outlay in the improvements and additions which I made. This preyed very much upon my mind, and in consequence my health was undermined. I had to give up my work and abandon the mill. I also lost my hearing, and for many years had to break stones on the road in order to earn my livelihood. My health got worse, I had to give up stone breaking, and apply for parochial relief. I now receive from the guardians of the Lampeter Union, 3*s*. 6*d* per week towards maintaining myself and my wife, who is also old and infirm and unable to assist me. We brought up nine children, and I paid rates in the parish of Llanfair for many years. When Lord Carrington sold the mill, I asked a clergyman, the Rev. Thomas Morgan of Nantymedd) to go and speak on my behalf to Lord Carrington's agent, with the view of being compensated for my outlay. He went, but was told I could get nothing, as in his opinion I had been too long at the mill after making the improvements. I occupied it for three years only,

See 48,800–48,815.

Lord *Kenyon*—continued.

under Lord Carrington, before it was sold. If Lord Carrington wish other landlords to be just in their dealings, I hope he will set the example by doing me justice.

The said John Morgan is now exceedingly deaf.

45,582. Is this document handed in as a copy, or is it supposed to be the original?—I understand it is the original; it is not a receipt. I have asked him the question, and he tells me it is the one he got from David Jacob.

45,583. Is David Jacob alive?—I believe so. The paper is a mere acknowledgment. It is not supposed to be a receipt.

45,584. Was David Jacob a well educated man?—I could not answer that question.

45,585. I suppose a man who could put in new mill stones would be a man of some education?—I am judging from the receipt, my Lord.

45,586. That is what we are doing. Was the rent increased after the sale?—I believe not. I could not say for certain. I do not think he remained there very long afterwards.

45,587. Is it far from here?—About three miles.

45,588. You say the rent was not raised?—No, it was not raised. I spoke to his wife about that, and as well as I remember now, she said some friends of theirs went to Mr. Jones, the new landlord, and as a special favour he allowed them to remain there at the old rent.

45,589. Was he given notice to quit?—No, he was not given notice to quit. His health was undermined, and he had to give up his work, and the mill. He says that in his statement.

45,590. What is his complaint then?—His complaint is that he could not sell his improvements, and he lost all his capital.

45,591. Did he apply to Lord Carrington himself for compensation?—I believe he applied to the agent.

45,592. Did he send a bill?—He sent no bill. He simply sent the clergyman, as I understood him, to make a request.

Mr. *Richard Jones.*

45,593. Who was the agent of Lord Carrington?—I believe at that time it was a gentleman of the name of Mr. Jones. He lived in the neighbourhood of Llandovery, I believe. I believe so; I am only speaking from hearsay.

45,594. Is he alive?—I could not say.

45,595. Do you think Lord Carrington was personally aware of the circumstances under which the tenant had erected these millstones, and the property was sold?—That I could not answer.

45,596. Lord Carrington personally was not written to on the matter; it was simply an application made to the agent?—Yes, I believe that was so.

45,597. Did the matter create a certain amount of scandal; was there any talk in the neighbourhood?—Oh, I believe there was, and there is to this day.

Mr. *Richard Jones*—continued.

45,598. What remedy do you suggest for this sort of thing?—I am simply stating the facts which he has told me. I have no remedy at all to suggest. I leave it entirely in the hands of Lord Carrington.

45,599. Were you deputed by the Committee to appear here to state the case of John Morgan?—I was deputed by the Committee to collect evidence, and Morgan told me that he could not give it himself inasmuch as he was so very deaf, and he and his wife asked me to read it out.

45,600. That is the only case you have to present?—Yes, the only case I have to present.

45,601. Have you made any efforts to collect any other cases?—I have.

45,602. You did not succeed in getting any?—Not a very tangible one. I thought at one time I had another case on the same estate, but the man was unwilling to come forward.

45,603. Have you interested yourself more with respect to that estate than to any other estate?—No, I have not.

Mr. *Seebohm.*

45,604. It was in 1865 that this alteration to the mill was made, I think?—Yes, it was.

45,605. Was Lord Carrington then the owner of the property?—Yes, I believe so. Whether it was the present Lord Carrington I could not say. I do not know when he succeeded to it.

45,606. Do you know whether any application was made to the Lord Carrington of that day or his agent for leave to put in the additional grindstones?—Yes, I believe there was a perfect understanding between them. Lord Carrington supplied the timber.

45,607. You have that on more than hearsay evidence. Have you it direct from John Morgan?—Yes.

45,608. Can you ask Mr. Morgan the question [*the question was written in Welsh for John Morgan*]?—I might say this, if you will allow me. I wrote out that statement in Welsh; he read it all, every word, this morning, and he said it was perfectly true. I also gave him a copy in English; he can read English fairly well for an old man, and he said also that was true.

[*John Morgan being so very deaf that neither the Interpreter nor Mr. H. T. Evans could make him hear the question it was written down in the Welsh language.*]

Witness.

45,609. He says there was a perfect understanding. Lord Carrington supplied the timber, and he was to supply the machinery and the millstones.

45,610. Then, as I understand you, the property was sold three years after this, so that it is about 26 years since this took place. During that 26 years do you know whether he has applied to Lord Carrington or to the agent for justice to be done?—Only what appears on the

Mr. *Seebohm*—continued.

statement. I do not think he has made any other application.

45,611. This is one of the many cases which we have had before us of difficulties with regard to improvements owing to sales under the present law, and you bring it forward as an instance of that?—Yes, I presume that would be the object of it.

45,612. Now, may I ask you this question, apart from the personal question of Lord Carrington, in your neighbourhood have there been many such instances?—I believe there have been some here and there. I could not give definite instances, only from hearsay. I could not go into the particulars.

45,613. On the whole, is there a pretty good feeling of security in your neighbourhood?—There is a feeling of insecurity undoubtedly.

Mr. *Grove.*

45,614. You spoke about this, that you thought you would have one or two other cases, but they did not like to come forward. Do you think there is a general disinclination on the part of the tenant farmers to come forward and give evidence?—I believe there is to some extent.

45,615. Then, I presume, you would recommend from your own point of view that compensation should be made for all improvements effected?—Certainly, for unexhausted improvements, most decidedly.

45,616. I do not want you to ask this of John Morgan as he is so very hard of hearing, but we quite understand, I suppose, that he says distinctly that the agent quite understood that Lord Carrington supplied the timber, but he only occupied the mill three years after he spent 200*l.* there?—Yes.

45,617. And he had to leave without compensation?—Yes.

Sir *John Llewelyn.*

45,618. Does that appear to you to be the original document of 26 years ago, or a copy?—He tells me it is the original.

45,619. Again will you kindly look at it. Is it 2*l.*?—200*l.* You see the "hundred pounds" afterwards.

45,620. In your opinion does it mean 200*l.*?—Undoubtedly, in my opinion.

45,621. I could not make it out from my own examination of the paper as to whether it meant 2*l.* or 200*l.*?—I should take it to mean 200*l.*, because I should think it probable such an improvement as that would be worth about 200*l.*

45,622. Would not that possibly be an excessive figure?—No, I do not think it would.

45,623. Do you think that the existing law passed in 1883 adequately meets the difficulty?—I am afraid I am not personally acquainted with the provisions of that Act.

45,624. Do you think the neighbourhood is acquainted with the Act of Parliament?—No.

Sir *John Llewelyn*—continued.

45,625. We are looking out for remedies. The question is whether that remedy has not been provided already by Act of Parliament?—It may be; but if it is provided they are not aware of it.

45,626. In the first schedule of the Agricultural Holdings Act, 1883, an improvement to which the consent of the landlord is required, is "for the making or improving of watercourses, "pond, wells, or reservoirs, or of works for the "application of water power or for supply of "water for agricultural or domestic purposes." Do you think that would come within the meaning of the Act?—I am not sufficiently versed in the law to offer an opinion.

45,627. Was the mill a corn mill?—A corn grist mill.

45,628. The consent of the landlord is now required?—Yes.

45,629. But this all occurred prior to that Act; so that of course it did not come within the Act. The question is whether, in your opinion, the Act meets the difficulty now?—It may; but I could not offer an opinion as to the construction of the Act at all. I am not a lawyer.

Mr. *Grove.*

45,630. You think it wants a lawyer to interpret an Act of Parliament?—Yes, I should think so; and a good number of them, sometimes.

Sir *John Llewelyn.*

45,631. And I suppose the less we have of them between landlord and tenant the better?—Yes.

Mr. *Richard Jones.*

45,632. You said in reply to one of the Commissioners, that provision should be made for compensating a tenant for unexhausted improvements?—Certainly.

45,633. In every case?—In every case, I think; certainly.

45,634. You know some people have fads. Perhaps one tenant will go in for poultry rearing, and may go to the expense of erecting poultry houses. The succeeding tenant, perhaps would not be so affected, and what would be an improvement in one case might not be an improvement in another case. Would you qualify your answer by saying this, that compensation should be paid for every improvement which is of value to the succeeding tenant?—Certainly, that is what I mean. Of course if it is of value to the succeeding tenant it should be paid for. But a thing of that sort might not be of value. The mill is quite another thing. The machinery which this old man erected is now going, and he is a pauper.

45,635. I suppose country mills are not such things as they used to be?—Well, this mill which Morgan erected is the best in the neighbourhood,—it is an exceptionally good one.

45,636. They do not bring so much grist to the mill now as they used to?—I think they bring a good deal to this mill.

Lord *Kenyon.*

45,637. Do you know of your own knowledge whether Mr. Morgan suffered in any other way. You say his health broke down; was there any other reason?—He told me so. I am not aware of any other, so far as I know of his character.

45,638. Do you remember the time?—I remember the time; but I was not in the neighbourhood then.

Lord *Kenyon*—continued.

45,639. Ask John Morgan whether he still asserts this to be the original document? [*The question was written in the Welsh language and handed to John Morgan.*]—He says "this "is the receipt which he gave me for my "money."

45,640. At the time?—At the time.

Re-examined 45,599A, 48,669, and 73,839.

The witness withdrew.

Mrs. Elizabeth Jones called and examined through an interpreter.

Lord *Kenyon.*

45,641. Where do you reside?—Rhydowen Farm, Llandyssul.

45,642. Do you say this is a summary of your evidence, and that it is correct?—Yes, I do.

45,643. You have seen it?—Yes.

The following statement was then read:—

Evidence of Mrs. Jones, of Rhydowen Farm, Llandyssil, concerning Gilfachronw Farm, in the Parish of Bangor, in the County of Cardigan.

See 44,409–44,429 and 47,611–47,664.

Mr. John Jones (late) took and entered on and held the above farm of Gilfachronw the 29th day of September 1871, at the annual rent of 95*l.* The farm contained about 100 acres and was part of the Blaendyffryn Estate, belonging to the late D. J. Lloyd, Esq., of Alltyrodyn. I was married to the late Mr. Jones in 1872 and went to reside at Gilfachronw in May 1872. Mr. Jones died June 8th, 1874, and I was allowed to keep on the farm at a rent of 90*l.* per annum. The tenants of this estate were all served with notices to quit on September 29th, 1876, as the intention was to sell all the farms thereon, and I received notice to quit. The estate was valued by Mr. Howell Thomas, surveyor and auctioneer, Carmarthen. As Gilfachronw was not sold at the sale the tenant was offered the farm at 100*l.* a year (a new house being promised to me, proved by Howell Thomas' letter of January 26th, 1886) either on a 10 years' lease or from year to year. I took the farm of Gilfachronw on lease of 10 years from the 29th of September 1876 from the late D. J. Lloyd, Esq., Alltyrodyn. The farm was put up for sale five years after in 1881. I made the last bid but one myself publicly at the sale, but the farm was bought jointly by Dr. John Davies, Dr. Enoch Davies, and Mr. David Davies, three brothers, for 3,260*l.* David Davies, one of the purchasers, together with another brother, Evan Davies, viewed and examined the buildings, premises, and farm, on the day after the sale. The lease provided that the rent should be paid quarterly. I only paid once every half year to the Alltyrodyn Estate, but paid the Davieses each quarter's rent as it became due. Between one and two years after the farm had been bought, Mr. David Davies and Mr. John Francis, valuer and auctioneer, Carmarthen, came to Gilfachronw and examined the buildings and premises. Mr. John Francis told me that the lease was a very strict one and that the buildings were very bad, and advised me to leave before the term of 10 years was up. Perhaps it would be better for me. On February 20th, 1882, a letter was received from Mr. Walters, solicitor, of Carmarthen, acting for the purchasers of the farm, offering to take up the farm, September 1882, without any regard to any breaches of contract (if any), and saying that if I kept on to end of lease I would be required to conform *strictly* to lease—a *somewhat stringent one.* In 1885 my own farm of Rhydowen became vacant. I went up to Bargoed, where Mr. David Davies lived. I told him Rhydowen was free in the following September, and asked him if he would take Gilfachronw one year before the lease expired. Mr. Davies said he would do so, and that 'Ymadel yn deg a diddig oedd i fod' (It was to be a fair and peaceable leaving). I asked him if he wished, according to the terms of the lease, to buy all the crops and manures on valuation from me. He said no, take everything away. In that same summer David Davies came and asked if he might stack his hay there. I gave him leave. I asked him if he thought there was anything out of the way in the state of the buildings. He said no, they were very nice, and that I had kept everything better than he had expected. I said I had kept them all along in as good repair as they were when I had them. David Davies then intended to live at Gilfachronw himself. But Evan Davies married. David Davies went to his own farm at Maengwyn and Evan Davies came from Maengwyn to Gilfachronw. I had carted all my hay and corn up to Rhydowen before 29th September but was unable to go there till October 7th, 1885, as the tenant had not been able to clear out. I was served March 25th, 1885, with notice to quit the farm on September 29th, 1885, by the servant of Mr. David Davies of Bargoed. This after agreeing with Mr. David Davies that I would leave September 29th, 1885. Dr. John Davies, David Davies, Evan Davies, and John Francis, visited Gilfachronw and valued the repairs, which they said were necessary. A few days later I received a letter from Mr. Walters, solicitor, Carmarthen, enclosing bill with particulars of 33*l.* 17*s.*, and making a claim for the same.

Lord *Kenyon*—continued.

See 44,418.

See 44,427.

Lord *Kenyon*—continued.

This was received before I left Gilfachronw. 4*l.* 5*s.* 6*d.* of this was for the house, which house was pulled down immediately afterwards. I appointed three valuers, Mr. D. J. Lloyd, Gilfachwen, gentleman, Mr. John Jones, Pant-y-defaid, farmer, and Mr. Rees Thomas, valuer and auctioneer, to value the repairs. Their valuation was 12*l.* 14*s.* 10*d.* (copy enclosed). I then offered the Davies 15*l.*, or to do the repairs required myself. This was refused. I got Mr. J. H. Thomas to value the repairs necessary, and his valuation was 2*l.* Mr. Thomas had valued the farm before I took the 10 years' lease, so knew the state of the buildings and farm well. I, seeing no possibility of satisfying the demands of the Davieses (although David Davies had previously told me he was quite satisfied with the state of the farm and buildings), offered to remain at Gilfachronw another year, at the end of which time I would be prepared to pay any reasonable demand that they might make for repairs. This offer they refused. They told me that if I stayed I must cart stones from Cwmbach quarry and build. Cwmbach quarry is about six miles off. There is as good a quarry on Gilfachronw. When they afterwards built ask Davies if they did not get stone from Gilfachronw quarry and not Cwmbach. All my animals were sent off the farm about September 30th. Owing to the Rhydowen tenant not being able to clear out I did not leave till October 7th, giving up the key to Mr. Evan Davies personally. T. Walters, solicitor, sent letter to me, dated 7th December 1885, demanding instant payment of 33*l.* 17*s.* or proceedings would be taken. Copy of Rees Thomas' letter in answer (December 9th, 1885) promising to call on Mr. Walters following Saturday is handed in. I was willing to give 15*l.*, as estimated by my valuers. In 1886 I received a statement of claim, signed by J. Lloyd Morgan, demanding 95*l.* 17*s.* It was dated 30th March 1886. Delivered 10th May 1886. Mr. John Jones and Mr. D. J. Lloyd went and offered 15*l.* again to Mr. John Francis, but it was not accepted. I instructed my solicitor, Mr. Thomas Lloyd, Lampeter, to settle the matter as best he could; I wished to finish it. This was done, I paying 25*l.* to the Davieses, each side paying their own costs.*

See 44,425.

See 44,419.

See 44,414.

Sir *John Llewelyn.*

45,644. Is Rhydowen your own freehold?—Yes.

45,645. Is the Dr. Enoch Davies mentioned the gentleman who gave evidence before us yesterday at Newcastle Emlyn?—Yes.

45,646. What was the rent of Gilvachronw when you went out of it?—100*l*

45,647. What is the rent now, do you know?—I do not know.

45,648. When the farm was sold were you under notice to quit?—I received a notice after the farm had been sold.

* Most of the documents referring to this case are printed at Questions 44,413–44,427.

Sir *John Llewelyn*—continued.

45,649. Was it after the day of the sale?—It was in September.

45,650. What year?—The year the Allt-y-rodyn estate was sold.

45,651. The tenants on the Allt-y-rodyn estate were all served with notices to quit on the 29th of September 1876?—Yes, I received one then, too.

45,652. Because of the intention to sell?—Yes.

45,653. Did Mr. Lloyd act upon that notice to quit?—No.

45,654. Was that notice to quit still in existence at the time of the sale, or had it expired?—I had a lease with five years unexpired when the place was sold.

45,655. Now, can you tell me when the sale took place?—I cannot remember; it is in the agreement.

45,656. Anyhow, you had security of tenure, because you had a lease at that time.

45,657. So you were able to hold the farm on until the expiration of your lease?—Yes.

45,658. Was one of the conditions in that lease that you should keep the buildings in repair?—Yes.

45,659. Then there was litigation between you and the Messrs. Davies as to whether the buildings were in repair or not?—Yes.

45,660. Was their claim for 33*l.* 17*s.*?—Yes.

45,661. Was a writ issued for 95*l.* 17*s.*?—Yes.

45,662. Was it eventually settled by the payment of 25*l.*?—Yes.

45,663. What did that 95*l.* include?—I never heard.

45,664. The writ was served?—Yes.

45,665. What became of that writ?—We settled it afterwards.

45,666. Do you believe it is better for the landlord and tenant to settle without the intervention of lawyers?—I prefer that.

45,667. Did the sum of 95*l.* 17*s.* include the lawyer's costs?—I do not know.

45,668. Is there any other explanation of the claim springing up from 33*l.* to 95*l.*?—I never received any explanation why they asked for that amount.

45,669. Was there a half year's rent included in it?—No. I paid my rent every quarter.

45,670. Was there a quarter's rent included in the increased claim?—No.

45,671. You can give no explanation of why the claim was increased from 33*l.* to 95*l.*?—No. I cannot explain it. I used to pay my rent when it was due.

Mr. *Grove.*

45,672. What amount for costs did you pay in addition to the 25*l.* when you settled?—10*l.*

45,673. So that you paid more than the original claim of 33*l.* 17*s.*?—Yes, I paid them 25*l.* and 10*l.* to my solicitor.

45,674. You say at one time Mr. J. H. Thomas was asked to value the repairs necessary, and he valued them at 2*l.* Does that mean as against

Mr. *Grove*—continued.

the claim of 33*l.* 17*l.* ?—Mr. John Thomas valued for me when I obtained the lease, and he valued again when I left the place.

45,675. Did he say that there was only 2*l.* of repairs to do ?—Yes, according to his valuation made when I entered the farm, there was only 2*l.* worth of repairs to be done.

45,676. You say that they wanted you to cart stones from Cwmbach quarry, which was six miles off, instead of having the stones out of the Gilvachronw quarry. Do you know why they required it from that particular quarry, six miles off ?—Mr. Evan Davies told me if I kept the holding until the lease expired, that is another year, I should have to cart the stones for the new house for them from Cwmbach quarry.

45,677. Did he say why they wanted stones from that particular quarry, six miles of ?—They had given me some trouble because they were afraid of my leaving. If I had kept the place on till the lease had expired, that is another year, they would put up new buildings, provided I carried all the stones from the Cwmbach quarry, six miles away.

Professor *Rhŷs.*

45,678. That answer is contrary to the one before, I take it. Was that in order to induce you to stay or go off sooner ?—They wanted me to go away.

Mr. *Richard Jones.*

45,679. Do you think, when Mr. John Francis advised you to leave the place, that he advised you what he considered best in your own interest ?—I had no place to go to; I was not free to go.

45,680. That is no answer to the question ?—I cannot say.

45,681. Do you think he was advising you to go out in order to make room for one of the brothers ?—Yes, that is what they were going to do; they wanted me to go the first year.

45,682. Were you fully aware that you were under a repairing lease ?—Yes, I knew perfectly well.

45,683. When Mr. Walters, the solicitor, wrote, offering to take up the farm in 1882, without regard to any breaches of contract, and saying that if Mrs. Jones kept on to the end of the lease she would be required to farm strictly according to the terms of the lease, which was a somewhat stringent one; did you not think it would have been best, under those circumstances, to have left the place ?—No, I did not.

45,684. Because he is practically giving you warning that, on the expiration of the agreement if you continue in possession, a claim will be put in for repairs ?—Yes, but I kept things up in accordance with the terms of the lease, as I had received the farm.

45,685. You considered that you were doing your duty really in accordance with the lease ?—Yes.

45,686. When David Davies told you that he considered you kept the buildings very well, you knew pretty well that the place was owned by three persons, and that he was only speaking on his own behalf ?—Yes, certainly I knew.

Mr. *Richard Jones*—continued.

45,687. Did Mr. Lloyd and Mr. John Jones, and Mr. Rees Thomas, who were practical men, make a valuation ?—They were practical men, and Mr. Rees Thomas was a valuer.

45,688. These three gentlemen put it down at 12*l.* 14*s.* ?—Mr. Francis gave the particulars of what they wished to have repaired.

45,689. Who gave these three gentlemen the particulars ?—I gave them the particulars, everything that they asked for. I gave the valuers the particulars.

45,690. Practically you were admitting that the place was not kept up by giving particulars of repairs before they were required ?—What they wanted to have done I was willing to do, but they would not let me do it. It was better than paying 33*l.*

45,691. Practically you were admitting that repairs were required ?—No, I did not admit that; it was in the same state as I received it, so far as time and wear and tear were concerned of course.

45,692. What were the particulars you supplied to the valuers ?—There were the particulars which John Francis asked you.

45,693. So far as I can make out your statement is this. You admit that repairs were necessary, but there was a difference as to the estimate ?—I preferred repairing it than that they should go to law about it.

45,694. If you had stayed on another year, would you have been willing to pay the full claim which they made, that is the 33*l.* ?—I should pay that which was reasonable, and then I should have time to put up that which they asked for.

Professor *Rhŷs.*

45,695. I understood you to say that you did not admit that there were any repairs required, but that you preferred doing some repairs to going to law ?—Yes, I preferred that to going to law. I considered that I was giving the place back 12 months before the time, and that they were willing to take the place from me without any repairs at all, and that they got the place 12 months earlier.

45,696. You were led to believe that ?—That is what they had told me the year before.

45,697. You believed that ?—Yes.

45,698. What would be the value of the repairs that you were prepared to do if they abstained from going to law ?—About 12*l.*

45,699. How much did they actually want from you at the end ?—The bill that I received amounted to 33*l.* 17*s.*

45,700. What was the 95*l.* ?—The 95*l.* was the sum in the writ.

45,701. What was that for ?—I do not know.

45,702. That bill of 95*l.* when it came to be settled between the solicitors was reduced to 25*l.* ?—Yes.

45,703. You took that as a proof that you were in the right ?—Yes.

Mr. *Griffiths.*

45,704. Would you have done the repairs yourself if you had not been told by one of the brothers that he was satisfied with the repairs as they stood?—He told me that they were better than he expected them to be.

45,705. Consequently you did not think it was worth your while to repair anything?—No.

45,706. Then there were five valuers called in to value the repairs. Which of those valuers in your opinion was the fittest to judge?—Mr. John Howell Thomas.

45,707. On what ground do you think he was the fittest?—Because he had seen the place when I received the lease; he had valued it at the time I got the lease.

45,708. Then you consider he was the fittest man to judge, when you left, whether there were any repairs necessary or not?—Yes, he was the most competent man.

45,709. Is it not a fact that valuers generally side with those who employ them?—I cannot say as to that. All of them were strangers to me.

45,710. I do not refer to your case specially now. If you consider he was the fittest man why did you not stick to his valuation of 2*l.*?—I did not care to go to law. I was a woman, and the writ summoned me to Cardiff.

45,711. When you were asked to cart towards building did you not think that it was to get you to go away from the farm?—I thought so.

Lord *Kenyon.*

45,712. I understand that no details were sent in with respect to that claim of 95*l.* 17*s.*?—No.

45,713. Simply a lump sum?—Yes, nothing but that.

Mr. *Griffiths.*

45,714. Did you not stay on over the 29th of September?—No, I do not think so. I only remained in the house, there were no cattle or anything of that sort on the land.

Lord *Kenyon.*

45,715. I have some questions to put to you, one by Dr. Enoch Davies, "Do you not think "these leases and agreements containing such "stringent clauses are hard upon tenant "farmers"?—That lease was rather stringent.

45,716. This is a question by Mr. J. E. Vincent, "Is this the valuation by Mr. Francis, the valuer for Messrs. Davies" [*handing same*]?—Yes, this is the valuation.

45,717. 33*l.* 17*s.*?—Yes.

45,718. Then Mr. Vincent asks, "In any case, "Mr. Davies asked three times as much as "Mr. Francis, his own valuer. Did he not?"—Yes.

The witness withdrew.

Dr. Enoch Davies re-called and further examined.

Lord *Kenyon.*

45,719. Do you wish to give rebutting evidence with reference to what the last witness has said?—My Lord, I did not know anything of this until I came into the court. I may say that I came here to-day to attend a Finance Committee. My eldest brother, David Davies, who figures in this case very prominently, has been ill for 12 months with heart disease, and he cannot attend. Will you allow me, therefore, to give my rebutting evidence at Aberayron on Friday, after I have seen him. As I said yesterday, I am quite ignorant of the whole business. The whole management was in the hands of my eldest brother; he bought the farm, and I only came into possession of it

See 47,611–47,644.

Lord *Kenyon*—continued.

afterwards at his request, because it was a heavy burden on him. I was in Glamorganshire.

45,720. Is this not the very case that was spoken of yesterday?—Yes.

45,721. There were questions put by Mr. Vincent with reference to it at Newcastle Emlyn?—Yes. I was away in Glamorganshire, and he had the management of the whole business. I do not wish to shirk anything I have done, but it is impossible for me to-day to rebut many of these statements which I believe are not quite correct.

45,722. We will take your rebutting evidence at Aberayron?—Thank you, my Lord.

The witness withdrew.

Re-examined 47,611.

Mr. Jonah Watkins called and examined.

Lord *Kenyon.*

45,723. I believe you wish to rebut the evidence of Mr. John Thomas, tenant farmer of Troedrhiw, Llanfynydd?—Yes.

See 45,056–42,191, and also 72,704–72,905. "*See also* the evidence of Mr. Thomas and Mr. Watkins on 82nd Day."

45,724. You are agent to Mr. F. A. Gerwyn Jones?—Yes. I wish to rebut the evidence of Mr. John Thomas, Troedrhiw. He said that the rents of this estate were too high. It is a notorious fact that they are very moderately rented, several tenants having prospered and done well; for instance, the former tenant, of Maesyrhaidd, Mr David Davies, deceased, who retired and built himself a house to live in in the village; Mrs. Evans, Cwmbanfawr, &c.,

Lord *Kenyon*—continued.

&c. It is not true that Conservatives and Churchmen are placed in farms in preferment to Nonconformists and Liberals. No question is asked of any applicants for a vacant farm as to their religion or politics. The rabbit warren mentioned by the tenant was made from a plantation chiefly, which was not in his occupation, and about three acres of land were taken to it, part of some fields for which he was allowed 14*l.* a year in his rent.

See 42,059, under "Personal."

45,725. What did he say about the rabbit warren?—He does not mention that anything was allowed for the land taken away, according

Lord *Kenyon*—continued.

to the account given in the "Western Mail" and the "South Wales Daily News."

45,726. He said he was not allowed anything for it, and you say he was?—Yes. It is not mentioned in the newspaper that he was allowed for it.

45,727. You do not rebut it?—The inference I draw from the evidence as given in the newspapers, which I wish to rebut, is that he was not paid anything at all for it.

45,728. I will go through his statement and then you will be able to see what you wish to rebut. He said: "I made an agreement with "my landlord and his agent to let them have "7 acres for the purpose of the warren, for "which they were to pay 9*l.* They broke this "contract by taking a great deal more land "than had been originally agreed." ?—That is not so.

45,729. What did you do?—There was a certain amount of land taken to make the warren straight. The principal part of the warren was composed of the plantation which was in the occupation of the landlord.

45,730. How much did you take from him? —I do not think we took more than about 3 acres.

45,731. He says, "I at once pointed this out "to the agent and remonstrated with him for "depriving me of the extra land which was "being enclosed for the warren." Did he do that?—I believe he did.

45,732. "He promised to put matters right, "but did not"?—I put matters right in recommending a higher amount of rent compensation to the tenant than I considered its value, namely, 14*l.*

45,733. Did he go to Pantglas to see his landlord?—I am not sure whether he did or no.

45,734. He says: "The work proceeded in "spite of my objection." Then he says he put the matter in the hands of a solicitor?—I do not remember that.

45,735. "After receiving a letter from the "solicitor the landlord and his agent visited "me and now consented to pay me 14*l.* a year "for the land taken, for 9 acres." He says it was for 9 acres?—It was not so much; I think it was about 3 acres.

45,736. You say you did not take 9 acres?— Yes.

45,737. You say you allowed him 14*l.*, and he says the same. Proceed with your evidence? —The rents were increased slightly from September 1876, according to the nature of the farms, but some were not raised; Ynisceniw was in fact lowered from 80*l.* to 70*l.* a year, being 10*l.* less. It is not true that vacant farms are let to the highest bidder. No advance in rent ever occurred because of the tenants improvements. No direct or indirect pressure was used against tenants in election times. Then, as to Penygoitre, the late tenant, Mr. John Lewis, did not pay his predecessor 160*l.* for goodwill.

See 42,062.

45,738. He says: "He had to pay the out-"going tenant the sum of 160*l. as goodwill.*" You say he did not?—Not to my knowledge.

Lord *Kenyon*—continued.

45,739. Did he pay the predecessor anything? —The letting being in the hands of the landlord, the outgoing tenant had nothing at all to do with the letting.

45,740. Did the outgoing tenant receive anything from the incoming tenant?—He received the amount of the valuation for certain corn and seeds in the land. The agreement between them was not at the usual time of the year, it occurred in March, and the former tenant had tilled the soil and sown wheat, oats, barley, and things, and the farm was in full profit. He, therefore, paid according to the valuation for those things.

45,741. He says: "He had to pay the out-"going tenant the sum of 160*l.* for goodwill, a "half year's rent 60*l.*, together with 60*l.* odd "for crops sown in land on the valuation, "bringing up the total paid for the said farm "for the first year to 300*l.*" That 60*l.* odd does not agree with your statement?—No.

45,742. You say the whole sum paid was for crops in the land, and manure, and so on?— Yes. When Mr. Lewis left Pengoitre he estimated his loss at 20*l.* owing to the drought of last year. The 20*l.* was allowed to him on final settlement, and we parted the best of friends. It is not true that I as agent ever treated him in a revengeful manner because he had become a Nonconformist. That is my rebutting evidence.

45,743. Treated whom in a revengeful spirit, Mr. Lewis or Mr. Thomas?—Mr. Lewis. It is said in one of the dailies that I treated him in the most revengeful manner because he had turned Nonconformist. I say nothing of the sort.

Mr. *Griffiths.*

45,744. May I ask you if this rabbit warren referred to was ever measured?—I do not think it was. I have taken my estimate from the ordnance maps; I had a look at them yesterday.

45,745. Has it not been divided since the ordnance map was made?—Yes, since the ordnance map has been published, but I knew where it took place; I took a part of the adjoining field of 3 acres or so marked in the ordnance map as being a rushy field. That was the principal part of the land taken. The others were only little corners to straighten the fence.

45,746. You consider the part taken is only 3 acres?—Yes.

45,747. I see other people differ besides valuers in their estimates. Mr. Thomas considers it to be 9 acres?—Eight acres was mentioned yesterday in the papers for the whole of the warren. I think I am near the mark in saying 3 acres, looking at the map.

45,748. Was the valuation spoken of made by competent valuers?—No, it was not. I valued it myself at 7*l.*, but being a kind of compulsory thing, and as the landlord wished to have the warren, I thought it only fair that the tenant should have an increased allowance. He has been allowed 14*l.* for land which is not worth more than 7*l.* or 8*l.* at any rate.

Mr. *Griffiths*—continued.

See 45,872–45,877.

45,749. Do you deny that 160*l.* was paid for the goodwill?—Certainly not to my knowledge.

45,750. Will you deny it?—I do not think I can.

45,751. If you cannot deny it it is not rebutting evidence?—I do not think he can confirm it either. We are in the same box at all events. He asserts what he cannot know.

Professor *Rhŷs.*

45,752. Is the matter of the goodwill a likely thing to reach the ears of the landlord?—I should think it would, because the incoming tenant would have a great hardship to complain of; he would require all his resources to stock the land in a proper manner, to stock it properly.

45,753. But does such a thing as a payment for goodwill occur frequently on the estates you are acquainted with?—I have not heard it on our estates.

45,754. Is it not more or less in the nature of a silent agreement between the two tenants?—It is when the old tenant brings in a new tenant.

45,755. Which they would try to keep to themselves?—They would in that case. If a new tenant was brought in by the old tenant, that would not be shown to the landlord or the agent.

45,756. In that case the fact of their not knowing of it is not quite complete evidence, is it?—No it is not quite, I admit.

Mr. *Seebohm.*

45,757. I do not quite understand about this rabbit warren. The statement of Mr. Thomas was: "It occupies about 8 acres of my land, "passing through the middle of four fields and "depriving me of one entire field, the best and "most convenient for my use on the farm." Is that true?—Not quite. It takes about half of a field over 3 acres—one half of that field which is a rushy field. It is marked in the ordnance map as being rushy. Then there are corners taken off two or three other fields, so as to make the fencing straight

45,758. Then he goes on to say: "I had given "to this field five cart loads of lime before I "thus lost it, for which I had never had a "farthing by way of compensation." Is that true?—I cannot say.

45,759. He continues: "I made an agreement "with my landlord and his agent to let them "have 7 acres for the purpose of the warren, for "which they were to pay 9*l.* They broke this "contract by taking a great deal more land than "had been originally agreed." I do not understand, if this was really 7 acres that was agreed to be given up, how it could be suggested to be only 3 acres?—He is wrong. There was no 7 acres agreed to be given up.

45,760. Supposing it was only 3 acres, is not 9*l.* a very large rent for 3 acres?—It is a very large rent. We consider that he ought to be allowed something extra, it being a compulsory taking from him, and that he should be allowed a sum not according to the value of the land only.

Mr. *Seebohm*—continued.

45,761. Was it 14*l.* a year or 14*l.* down which you paid for it?—14*l.* a year.

45,762. He says it was for 9 acres and you say it was for 3?—Yes.

45,763. That would be 14*l.* odd per year for that which you took?—Yes.

45,764. I suggest that there must be some mistake on the map or something or other; I mean it seems to me as if you are not speaking exactly of the same thing?—I think I have examined it pretty carefully, and I am quite within the mark in stating it at 3 acres.

45,765. But according to the reading of this, all he charges you with taking over is what was agreed to be taken over, or rather he says that he has occupied 8 acres and you agreed to take seven, so that there was only 1 acre too much taken?—There was only one taking of land to form the warren, namely, half of this rushy field and little corners of the others to make the fence straight.

45,766. I do not quite understand?—I say it was about three acres, and I think that is within the mark.

45,767. The total amount taken?—Yes, half of this rushy field that we took comprised 3·1 something acres in the Ordnance map, and having taken half of that field, that would be under 2 acres, and then I put on afterwards say an acre for the little corners.

45,768. He says he agreed with you to take seven acres for 9*l.* a year?—There was no acreage mentioned at all; it was only mentioned from point to point to answer the fences; the quantity of land was not mentioned.

45,769. I think there must be some mistake. The two things do not seem at all to agree?—Not as to acreage.

Mr. *Grove.*

45,770. He says he made an agreement with his landlord and agent. You are the agent referred to, I suppose.

45,771. Were you on the spot, and did you talk the matter over with John Thomas?—I walked every step of it over with him myself, I think.

45,772. And you pointed out certain boundaries where you said you wanted the rabbit warren to come?—Yes.

45,773. And you say that that was only 3 acres?—Yes.

45,774. And you allowed him 14*l.*?—Yes.

45,775. You thought that would be a most liberal allowance?—7*l.* I originally proposed and to make him satisfied, I thought I had better give him something extra, because it was taking it for the landlord.

45,776. You say that when you pointed out the boundaries, no mention of acreage was made?—No.

Mr. *Griffiths.*

45,777. Do you deny that tenants are asked to stay at home at election times?—Not to my knowledge. I never asked him at

Mr. *Griffiths*—continued.

all, and I am not aware that Mr. Jones, the landlord, did so either. I am sure that I did not ask him. I never interfered in any election.

45,778. You never asked anyone?—No; and I never canvassed the estate for votes in any shape or form.

45,779. Does anyone else on the estate, do you know?—Not to my knowledge.

45,780. With regard to their attending church, do you deny that they are ever asked to attend church instead of chapel?—Certainly. There is perfect freedom allowed with regard to religion as well as politics. I am sure Mr. Jones would be the last man in the world to compel any of his tenants to attend at any particular form or place of worship.

45,781. Mr. John Thomas, in his evidence, said: "When I took Troedyrhiw, the landlord, the late "Mr. John Jones, Blaenos, ex M.P. for Carmar- "thenshire, made me promise to go to church, as "I was leaving Cwmdu, my old farm, and would "not therefore find it so hard to leave the "Independents." Do you deny that?—I cannot tell you. Mr. John Jones has been dead for some years, and I cannot say that he said that; but I think it is very unlike Mr. John Jones.

45,782. Are you in a position to deny that others besides Mr. Thomas had been asked to stay at home at election times?—I am not in a position to deny it, because I do not know who did it. I did not do so.

45,783. He named several instances, as follows: Lewis, Pengoitre; Stephen Evans, Cwmfelin fach; William Morgan, Nantgwilw; and James Simpson, Cwm?—Who asked them to stay at home? Who did he say did so?

45,784. I am not here to answer questions?—No; but I am asking what am I to rebut in his statement. I did not see it in the papers, so that I do not know the evidence.

45,785. That is what I ask you to rebut now; that these men were not asked to stay at home at election times?—I do rebut it. No one was asked to stay at home according to my instructions, nor according to Mr. Jones' knowledge. I cannot say what Mr. Jones did when he was at home. Mr. Jones is from home now.

Lord *Kenyon.*

45,786. I have some questions to put to you, handed in by Mr. John Thomas, Troedrhiw. "Is it not the fact that Pengoitre has been "recently let to a Churchman?"—It is.

45,787. "Is it not a fact that Nonconformists, "some of whom were good tenants on the "estate, applied for this farm in vain?"—Several Nonconformists and Churchmen applied for this farm.

45,788. "But is it not a fact that Whitlera "has also been given to a Churchman in "preference to Nonconformist applicants?"—It is given to a Churchman, but not in preference. It is given to a man who is a good practical farmer.

45,789. "Is it not a fact that both Pengoitre "and Whitlera have been let to strangers on "the estate?"—Pengoitre has not. Pengoitre has been let to a former tenant. He removed from one farm to the other. As for Whitlera, it is his father again who occupies that, and I knew of him years before that.

Lord *Kenyon*—continued.

45,790. "Are not these two new tenants father "and son"?—Yes, they are father and son.

45,791. "Is it not a fact that you told "John Lewis, late tenant of Pengoitre, that "your own political party found fault with "you for showing any favours to Noncon- "formists?"—I cannot say whether I did so or not. I might have done so. I will not deny it, or say that I did do so. I do not remember.

45,792. Does that go to prove that you showed favours to Nonconformists?—I believe I did; in fact, some of the tenants complained that to be a Nonconformist on the estate one would have a better advantage a great deal than to be a Churchman.

45,793. Mr. John Thomas' questions continued:—"What made you evict one sister from "Esgairgrynddu and put in another sister in her "place?"—Because I consider that the eldest sister was the more capable of managing the farm; the other one was not of age, and the farm was too much for her to manage according to my opinion, and a smaller farm would have suited her better. *See* 39,742A.

45,794. "Are you not in the habit of boasting "that you never let a farm to a new tenant "without an advance in rent?"—Certainly not. During the past year I have not recommended Mr. Jones to do so, nor have I advanced one single farm.

45,795. "Is it not a fact that on one occasion "when a tenant was asking for an abatement "you said you did not care what condition a "farm was in provided you got the rent?"—It is not true.

45,796. "Is it not a fact that you paid for a "large quantity of drink to the persons who "attended the packed vestry to decide about "the warren on Troedrhiw farm?"—Not a single penny.

45,797. "Can you or anyone belonging to the "Pantglas estate show what direction the new "road takes over my fields." That is John Thomas' fields?—Yes, I walked over with him myself.

Professor *Rhŷs.*

45,798. I should like to ask you a question upon a rather difficult subject; would you give us an idea of the ages of those two sisters, or the age of one of them. What would be about the age of the eldest sister that you let the farm to?—It is a very difficult thing to give the age of a lady, but I will simply say about the youngest that she was not of age, and she was unmarried.

45,799. The eldest one was married?—She was married at the time, but the youngest, I consider, was too young to take the management of the farm at the time.

Lord *Kenyon.*

45,800. Did you let it to the other sister and her husband?—Yes.

Mr. *Richard Jones.*

45,801. Did you turn one out in order to put the other in?—No, the youngest sister never was tenant. The only thing was her father had made a will willing some of the stock, and so on, to her, in fact, willing the tenancy of the farm to his youngest daughter, and he had no right to do that.

Professor *Rhŷs.*

45,802. That would seem to indicate that he considered her up to the mark, would it not, so far as his judgment went?—Well, I suppose so.

Mr. *Richard Jones.*

45,803. What was the size of the farm?—Indeed, I do not know. I have not been able to refer to the acreage of it now.

45,804. Would it be 50 acres now?—Oh, dear, yes.

45,805. Or 100?—If I had known it was to be gone into I should have referred to the rent and acreage of it.

45,806. Had she any brother?—I think not. It is so customary when a death occurs among the tenants for the eldest son to succeed to the tenancy of the farm, provided he is capable of taking it.

Professor *Rhŷs.*

45,807. You see, Mr. Watkins, it might prove a greater hardship to turn out an unmarried sister than the sister who was married, and who probably had some place to live in already. It might be so, and are you quite sure it was not so in this case?—It was not a hardship in this case for this reason, that they exchanged places. The younger sister took the farm of the elder sister, which was a smaller one than Esgairgrynddn. She was more able to manage that.

45,808. What was the feeling of the younger sister; did she consider it a hardship. You might not consider it a hardship, but what was her feeling?—I did not ask her.

Mr. *Seebohm.*

45,809. With regard to the road question, was it a packed vestry?—Not to my knowledge. I was not present.

45,810. Was the question carried forward to the quarter sessions as to the closing or alteration of the road?—I believe it was; I am not quite sure.

45,811. Because a vestry has not power, I think, to change the line of a road without its going to quarter sessions?—I think everything was done in a legal manner about it at the time.

The witness withdrew.

Re-examined 82nd Day.

Mr. JOHN THOMAS recalled and further examined through an interpreter.

Lord *Kenyon.*

Previously examined at Qu. 42,056–42,191. *See also* 72,704–72,905.

45,812. Have you heard the evidence of Mr. Watkins?—Yes.

45,813. Is there anything you wish to say upon that evidence?—It is, in my opinion, entirely incorrect with regard to the rabbit warren.

45,814. What have you to say about the rabbit warren?—That a good deal more land than he admits has gone.

45,815. How much land do you say it is?—He showed, according to the first agreement in the books, that it was seven acres.

45,816. Have you that document?—Mr. Watkins had the books and the names of the fields.

45,817. But you deny what he says about the acreage. Do you know the place of your own knowledge?—The warren?

45,818. Yes?—Yes, it is in the middle of my farm

45,819. Part was taken before you took the farm?—The plantations were there.

45,820. Have you anything else to say. Do you admit that 14*l.* was given you as allowance for this land?—That was what I stated in my original evidence.

45,821. Have you anything more to say?—I wish some of the Commissioners to come to see it, or to have it measured. It is not three acres, nor six acres, but more.

Lord *Kenyon*—continued.

45,822–4. One says it was three, and the other says it was nine. You agree as to the 14*l.* reduction. Have you anything further to say?—He turned the parish road through my farm without giving me a penny compensation, and without letting me know a word about it. He went to hold a vestry in the village; he did not call at my house, but he called in the house of the vicar, which is on the other side of the road, opposite my house.

45,825. I understood Mr. Watkins to say that he went over the road with you?—He never mentioned a word to me about the road. I wish further to say that Mr. Watkins gave drink to the value of 5*s.* on the afternoon that the vestry was held.

45,826. Do you understand that Mr. Watkins denies that?—There is a man here who drank part of it, and who was there with them.

45,827. Have you anything more to state?—I have receipts here showing that I paid taxes or rates up to this time, as I showed the rate books at Carmarthen. (*The witness handed in receipts.*)

45,828. I do not think Mr. Watkins said that you did not. We are upon rebutting evidence now, you understand?—He was not asked, otherwise, perhaps, he would deny it.

45,829. We are confining you now to rebutting Mr. Watkins' evidence?—I have nothing further to add so far as I know. Mr. Lewis, of Pengoitre, is here.

Mr. *Griffiths.*

45,830. Do you still adhere to your statement that tenants are asked to go to church?—I was asked to.

Lord *Kenyon.*

45,831. By Mr. Watkins?—No, by Mr. John Jones, of Blaenos, when he promised me the holding.

Mr. *Griffiths.*

45,832. Also with regard to going to the poll at election times, that they are asked to stop at home?—The present landlord. Mr. Gerwyn Jones, asked myself not to go to vote, and I stayed away.

45,833. Can you call this man as a witness as to who paid for this beer that was drunk?—Mr. Lewis is here, and it was rumoured among those who were there.

45,834. Will he come forward and give evidence?—I have heard him say this several times, and this would be the first time for him to deny it.

Mr. *Grove.*

45,835. When the landlord and the agent walked over the land with you about the warren, did they say anything to you with regard to the acreage?—Mr. Watkins made the first agreement with me. It was then that he showed me the acreage. When they enclosed the land they tried to make as much again as was in the agreement. They had had five posts and wires.

45,836. You say that they showed you the acreage. Do you mean the acreage, or the land without mentioning the acreage?—He had the book, and there was about an acre of it left behind in the first agreement.

45,837. You say that this book shows that this land was 7 acres or more. Where have you seen that book. How do you know that?—Mr. Watkins had a book with the names of the fields, and he himself worked out the sum, and found it to be about 7 acres.

45,838. The 14*l.* a year was allowed after you sent him a lawyer's letter, was it not?—Mr. Jones, and he came to me, and we settled nicely the second time.

45,839. Yes; but did you send a lawyer's letter first?—Yes, Mr. W. M. Griffiths, of Carmarthen, wrote on my behalf.

45,840. You were quite satisfied with an allowance of 14*l.*, were you?—Yes, but I did not intend to pay taxes for them.

Lord *Kenyon.*

45,841. On that particular piece of land?—Yes.

Mr. *Richard Jones.*

45,842. But had you to pay taxes on it?—I was unable to receive the assistance of the assistant overseer, who had been an old agent, to get them cleared off.

Professor *Rhŷs.*

45,843. To get them removed from the witness's account—not cleared off?—Yes, to get them removed from my account.

Mr. *Richard Jones.*

45,844. You had your remedy. Why did you not go to the Assessment Committee?—I considered that I could not go to them without the assistance of the clerk to the parish.

45,845. Eventually you got what you wanted, I understand?—I do not understand the question.

45,846. You have got your rates reduced, as you wish?—Yes, after I paid for over three years for land in the occupation of my landlord.

Lord *Kenyon.*

45,847–8. I think it would be more satisfactory if we could have this warren measured. I daresay Mr. Watkins will have it measured.

Mr. *Watkins.* Yes.

Witness.

I should like Lord Kenyon to see the warren himself; that would be more satisfactory.

Lord *Kenyon.*

45,849–50. I am afraid I have not got the time to go and measure it, but you and Mr. Watkins, I should think, might measure it between you.

Witness.

If Lord Kenyon wishes to have perfect fair play between me and the landlord he should see it himself.

Lord *Kenyon.*

45,851. I hope they can both be trusted to measure a field?—I should think so.

Mr. *Griffiths.*

45,852. Are we to understand that when this ground was actually marked out, they took twice as much land as they had agreed to (that would be 14 acres), or are we to understand that it was that they had taken much more of it?—I do not follow the question.

45,853. I think you said just now that they had taken twice the quantity of land when they went to fence it out. Are we to understand that that would be 14 acres, or are we to understand that they took more land?—What they did was, they went much further up, and filled up the original holes.

45,854. Do you mean to say that they took 14 acres instead of 7 acres—that it was twice as much?—No. What he himself said when we were settling it the second time was that it was between 8 and 9 acres.

Lord *Kenyon.*

45,855. No doubt that will be measured. Will you ask the gentleman who says he drank the beer whether he will come and tell us what he said?—Yes.

The witness withdrew.

Re-examined 82nd Day.

Mr. John Lewis called and examined through an interpreter.

Lord *Kenyon.*

45,856. Did you drink beer at anybody else's expense on a certain occasion?—It is some years since then. I cannot remember. I cannot say.

45,857. Then you do not know who paid for that beer?—I cannot take my oath who paid for it, but Mr. Watkins' people—"*Pobl* Mr. Watkins"—paid for part of it.

45,858. Perhaps they drank it. Did they drink what they paid for?—You misunderstood me. I did not say Mr. Watkins' people. There were some people drinking beer, and it is just possible that Mr. Watkins gave some to them in his turn when they happened to be at the vestry.

45,859. Did you hear Mr. Watkins deny the question asked by Mr. Thomas, and say that he had never paid for any beer?—I never spoke with Mr. Thomas about the beer before.

Mr. *Richard Jones.*

45,860. Did you tell Thomas that Mr. Watkins had given 5*s.* to buy beer?—No, never.

Mr. *Griffiths.*

45,861. Did you ever tell anyone else?—No.

Lord *Kenyon.*

45,862. I have a question to put which is handed in by Mr. Watkins: "Did you see "Watkins pay the 5*s.* for the beer"?—No, I say, as I said before, that I did not see him—that I cannot prove it on oath.

45,863. "Secondly, did the witness see Mr. "Watkins present at any vestry in Llan-"fynydd"?—That is going too remote; I am not quite sure of it. Of course Mr. Watkins has been, and he cannot deny but that he has been there.

Professor *Rhŷs.*

45,864. About how many people were present at this particular vestry, do you remember?—There were more present at that vestry than was general, inasmuch as the road was going to be turned out of its course.

Professor *Rhŷs*—continued.

45,865. Diverted?—Yes, diverted.

45,866. Is it usual to have beer at vestries? Every vestry that I attended, if the vicar or clergyman of the parish was there, he gave 2*s.* or 2*s.* 6*d.* to get beer.

45,867. It is the usual thing in that parish?—Every time I have been there. I have been there for 12 years, but of course I did not attend the vestry every year.

45,868. But it is the usual thing?—Every time that I was there.

45,869. Do they have the beer before the vestry begins, or in the course of it, or at the end?—After the vestry is over.

45,870. Have you any temperance societies in that parish?—Yes.

45,871. What do they do?—Persuade them not to drink. I wish to say something about Pengoitre. I was the tenant of Pengoitre.

Lord *Kenyon.*

45,872. I do not think we can take any more evidence now from you. We must go on. Do you wish to rebut anything in Mr. Watkins' evidence?—I do not rebut, but Mr. Watkins said that he did not know that I had given 160*l.* *See* 45,749–45,756.

45,873. Do you say that you had given 160*l.* as goodwill?—Yes.

45,874. Then you agreed with the outgoing tenant without the intervention of the landlord?—No.

45,875. Then why did you pay any goodwill?—Because the agent wished me to do so, because he was willing that Mr. Harries, the former tenant, should make an auction.

45,876. What Mr. Watkins said was that the 160*l.* was paid for the seeds and stuff in the ground, and manures, and so forth at a valuation?—Those were 60*l.*

45,877. Do you say that something over and above that was paid for goodwill?—Only 160*l.*

The witness withdrew.

Mr. John Watkin Davies called and examined.

Lord *Kenyon.*

45,878. You are Mr. John Watkin Davies, and you live at Llangybi Mill, Derry Ormond, Lampeter?—Yes.

45,879. You have a statement to make, I think. Will you read it?—I should like to say one word before I read my statement. It is not my own statement; it has been prepared by 31 tenants of the Derry Ormond estate, and they have asked me to come here to prove everything that they have to say.

45,880. You come here as the spokesman for 31 tenants?—Yes.

45,881. You are a tenant yourself?—Yes, my lord.

Lord *Kenyon*—continued.

The following statement of the witness was then read:— *See* 48,849–48,882 and 73,543–73,644.

I live at Llangybi Mill, Derry Ormond, Lampeter, in the county of Cardigan, and am a tenant farmer, and a member of the Cardiganshire County Council. I am a tenant of the Derry Ormond estate, under Wilmot Inglis Jones, Esquire. As a rule, the tenancy in this country is an annual one, and takings upon these conditions are considered very restrictive. There is, therefore, a widespread desire for leases. The tenants in this district do not derive any benefit from the Agricultural

Lord *Kenyon*—continued.

Holdings Act, as the landlords, without exception, introduce contracting out clauses in their agreements. The tenants, I believe, are generally furnished with a copy of the agreement. The custom of tenant right or goodwill over and above the customary valuation does not exist in this district, and the outgoing tenants, therefore, suffer a very material loss. There is a considerable difficulty in getting the landlord to execute permanent improvements, as they only repair or build houses when absolutely compelled to do so, and, owing to their refusal to rebuild or repair many old buildings, a large number of tenants have found themselves obliged to give up their holdings, and thus leave their houses. The tenants often make the drains, raise hedges, plant trees, and repair a great deal of the buildings at their own expense. When improvements are effected by the landlord, interest is charged in respect thereof, often at 4*l.* per cent., but there is no established rate, and after such improvements the rents are raised in almost every case without exception. When buildings or other improvements are effected by the landlord, the tenants have always to do the cartage, and they are never allowed any compensation in respect thereof. To my knowledge there has been a general rise in the rents throughout the district, but there appears to have been no settled scale, for example, Olmarchganol has been raised from 66*l.* to 90*l.*, Tynddreinen from 11*l.* to 15*l.*, Llettycybi from 25*l.* to 32*l.*, Cilgwyn uchaf from 42*l.* to 70*l.*, Glandulas from 50*l.* to 70*l.*, as well as several other farms, and the rent of Cilgwyn uchaf was raised after the tenant had erected a stable, dairy, and a boundary hedge, and the Olmarchganol rent after a dwelling-house had been erected. On the Derry Ormond estate reductions were made in the rents in 1885, to some 5*l.* per cent., to others 10*l.*; however, no reduction whatever was made to a large number. At the two last audits 10*l.* per cent. was returned, but not to all. I am not aware of any landlord requiring their tenants to render them services besides paying the rents. I think that a sliding scale for rent to vary with prices of produce would be greatly appreciated, but I am not aware of any scheme to that effect. There has been a great reduction in the prices of agricultural produce of late years; corn has fallen from 8*s.* to 5*s.* per bushel, cattle from 40*l.* to 50*l.* per cent., horses 10*l.* to 20*l.* per cent., sheep 50*l.* per cent., pigs 20*l.* per cent., wool 70 per cent., and butter between 3*d.* and 4*d.* per lb. As to tithes, our landlords, after the passing of the Act, now pay them, but they have raised the rents proportionately. In my opinion, the tithes should be utilised for elementary education and old-age pensions. The consolidation of the holdings has been very detrimental generally, and there have been cases in the district, for instances, Derry Ormond, Glanbrechan, and Llwynboli. The letting of several holdings to the same tenant is not very common, but there are cases in this district, such as Pantyrhew (90 acres), Hendreplwyf (80 acres), and Pantyrhendy (60 acres), Brynblodau (66 acres), and Penbrin (33 acres), and in such cases tenants

Lord *Kenyon*—continued.

cannot produce such large crops as otherwise, owing to their not keeping a sufficient number of labourers on farms. The labourers are, as a rule, very badly housed, but there are some improvements latterly, and gardens are attached to their cottages, but no allotment. There is a plentiful supply of labourers, but the number has now decreased owing to the inability of the farmers to pay them, and they have therefore left for districts where they receive better pay. To my own knowledge many farmhouses and cottages have fallen into ruins, such as Longwood, Tancoedcanol, Penlone, Erw, Cilgwynbach, Penporth, Tanyporth, Tycam, Castell, Tycanol, Llwynboli, Brechan, Penllunan, Penrhiw, Maesfelinfach, and many besides. On large estates to get small plots of land for building farmhouses and labourers' cottages, is almost out of the question. All the farms in this district are let, and there is no land going out of cultivation. Land has also been reclaimed in this district, but by the tenant, and at his own expense. The compulsory enclosure of common is also a great hardship to labourers, especially as many are thereby deprived of the means of keeping a cow. The Bettws Bledrws Common in this district, comprising 52a. 1r. 24p., was enclosed under those circumstances, and no reduction in their rents were allowed to any of the tenants who had had right of pasture. A right of pasturage on any common land increase the annual value of a farm, and when any farms having such rights are usually stated to be worth so and so. As to game, &c., rabbits, in my neighbourhood, are extensively bred in a warren and in the woods, and are also permitted to breed in large numbers on cultivated land. The tenants have a right to kill rabbits, but they retire to the preserves where the tenants are not allowed to follow them, neither are they allowed to use a gun or a net by the hedges surrounding the woods. The rabbits commit most damage during night time, and the landlord does not compensate for damage done, but gives his tenants to understand that they ought to consider themselves lucky that there were rabbits, &c. on their land. The pheasants commit enormous damage, as they often practically consume the whole produce of fields, and, as a rule, no compensation is paid, though occasionally a little is allowed to the tenant, but nothing approaching the loss sustained. The gamekeepers, again, do a great deal of damage, especially by trespassing over the corn, and they are quite heedless of the complaints of the tenants. They also poison dogs and cats at every opportunity; 14 dogs were killed in one year, but the number of cats is innumerable. They often shoot on Sundays as well. By destroying the dogs and the cats the farmers are suffering, owing to the increase in the vermin. Cwm farm lost a sheep dog value 10*l.*, and Cilgwynuchaf also one value 10*l.* There are instances of portions of farms having been converted into game farms, such as Cilgwyn Tancoed and Olmarchisaf. This is an advantage to the surrounding farms, as the rabbits are kept in, and therefore not as much damage

Lord *Kenyon*—continued.

is done to the corn. The tenants, as a rule, are afraid to take advantage of the Ground Game Act, and they would wish the right to kill the ground game to be theirs, and not the landlord's. I believe an Act similar to the Irish Land Act, to enable purchasers to borrow money at a less rate of interest, and to include properties already mortgaged, would be very beneficial, as I know of several who have bought their farms and pay more interest on the mortgages than they used to pay for rent, but they were obliged to buy their farms or lose their houses. As a rule, the tenants' children work at home without receiving wages besides their keep and expenses, for the majority of farmers cannot afford to pay the rent and also pay wages to their children, and I know of many instances where children employed from home assist their parents to pay the rent, and they are often also compelled to borrow money to meet the rent. Politics and religion are also brought into account more or less, and being a Nonconformist is rather a disadvantage, but I do not know of any evictions latterly; however, those of 1868 are well remembered. The estate agents, according to the general opinion, too often manage the estates in such a way as to interfere with the harmonius relation between the landlords and their tenants, but of course this is a matter not easy of proof. In my opinion the farmers are greatly handicapped by the excessive railway rates, and which should be very much reduced, and the establishing of a farmers' parcel post would probably be a great boon. I know of instances where estate agents interfere with the votes of tenants at Parliamentary and other elections. I produce a letter sent by an agent to a tenant of the Derry Ormond Estate.

45,882. Have you that letter?—I have a copy of it. It is as follows:—

"Derry Ormond Estate Office,

"Sir, October 2, 1868.

"I am given to understand that you and Mr. Oliver *as* been about selecting votes for Mr. Richards among the Derry Ormond tenants. What business have you to *interfeer* with the Tenants on the Derry Estate, and I trust you will not do so again. But mind your own business. If not I will mind you before the 24th of next March. I am now desired to tell you, from Mr. Jones, that he expects you to vote at the coming election for his cousin Mr. E. M. Vaughan, and if you *refuses* to do so you will have to leave, and all others that refuse to vote according to Mr. Jones's wish.

"Sir, Yours truly,

"To Rees Jones, William Cotterell.

"Voelallt Factory,

"Llanddewi brefi."

[*Statement continued.*]

I was asked to write to my landlord to put the highway from Bettws Bledrws to several farms and on to Llangeitho in repair. I, as Vestry Clerk, wrote accordingly, and I produce his reply. The road is a public one, and funerals have gone over it for ages.

Sir *John Llewelyn*.

45,883. The letter you put in is dated 1868, I see?—Yes.

45,884. That is before the passing of the Ballot Act?—I believe so.

45,885. Have you a copy to put in of an agreement which is a contracting-out of the Agricultural Holdings Act?—Yes. (*Witness handed in agreement.*)

45,886. The last paragraph of this agreement is "The terms and provisions of the Agricultural "Holdings Act (England), 1883, are not to "apply to this tenancy"?—Yes.

45,887. That is the paragraph to which you refer?—Yes.

45,888. That is with regard to the six months' notice only, I think?—I do not know; I am not quite sure.

45,889. Are you aware that the provisions of the Act, with that exception, cannot be contracted-out of. Is that so?—I do not know; we were put under the impression that they could contract out of it altogether.

45,890. Does the landlord on your estate refuse to rebuild or repair the old buildings?—In many instances.

45,891. What repairs does the landlord do?—Repairing old houses.

45,892. When the landlord does do any repairs, if he thinks they are necessary, does that extend to the dwelling-house, taking that first. If he thinks it necessary, does he sometimes do the repairs of the dwelling-house?—I do not know of any instance where he has repaired any house before he has been written to by the sanitary authority.

45,893. Are there instances where the tenant has done this?—The landlord generally does it then.

45,894. Does the tenant ever do those repairs?—Oh, yes, but not to a great extent.

45,895. You have given some instances of rents having been raised in Olmarchganol, Tynddreinen, Llettycybi, and Cilgwyn uchaf?—Yes.

45,896. And also Glandulas and other farms. When was it that those rents were raised?—About 1870, but they were not all raised in the same year.

45,897. About that time?—About that time. I may further state that Glandulas has been raised from 50*l.* to 92*l.*, but it has been reduced afterwards to 70*l.*

45,898. You told us later on that there had been some more recent reductions?—Yes.

45,899. That is to say abatements. Were any increases of rent made in consequence of any buildings that were done?—No.

45,900. But I suppose the houses were in good repair, otherwise the rents could not have been raised?—Some of them were bad, and they have been reported almost as untenantable now.

45,901. Are there any foxhounds in the neighbourhood?—Yes.

45,902. Is it customary for the tenants to walk any puppies?—A few of them.

Sir *John Llewelyn*—continued.

45,903. Is that looked upon as being an onerous burden?—No, I do not think so. We have only one tenant doing so in the parish.

45,904. You have given some instances of two farms being held together. Do you hold two farms?—No.

45,904A. You hold one?—Yes.

45,905. You have given instances in which two farms are held by the same tenant?—More than two.

45,906. More than two sometimes. Do you think that is a good thing or a bad thing?—A bad thing.

45,907. I see that the acreage which you quote is rather small?—They were the sizes of the farms.

45,908. In one instance 33 acres is added to 66, but that only brings it to 99 on the whole?—Yes, but there were good buildings on both.

45,909. In such a case where there are good buildings on both, what becomes of the buildings on the second holding?—In some instances farm labourers are put in there.

45,910. So that the agricultural population is not diminished by the consolidation?—Not in all cases, but in some; in the case of the two farms you quoted, for instance, one of the holdings is not occupied. The houses are empty.

45,911. Do you think the object of consolidation is to save expenses in buildings?—No, I do not.

45,912. So as to allow the second of the two lots of buildings to fall down?—It may be in some cases.

45,913. It may be only in some cases, but not in all cases?—There is Derry Ormond, for instance.

Mr. *Grove*.

45,914. Do you know anything about the Agricultural Holdings Act?—Very little.

45,915. Do you think if a summary of that were printed in Welsh that it might be very useful for farmers, so that they could understand it better?—No, not very much, if they would have to contract out of it.

45,916. Yes, but without contracting out of it. There are two clauses that are very important, Clause 33 as to the six months' or 12 months' notice, and Clause 55 which does not allow them to contract out of it except on certain specified conditions. It says that any agreement contracting out of it, except for those matters, would be void both at law and in equity?—Yes, but of course the landlord forces the tenant to contract out of it.

45,917. Your impression then, and the impression of your friends, is that those words would enable you to contract out of it altogether?—Yes, or if they would refuse to contract out of it that the tenant and the landlord would not be good terms.

45,918. Have you any farmers' club in your neighbourhood?—No.

45,919. You have no co-operation, then, amongst the farmers, have you?—Not at all.

Mr. *Grove*—continued.

45,920. Would it not be desirable to have something of that sort, so that you could get these Acts of Parliament?—Yes, it would be very.

45,921. And you could put your heads together and try and understand them well. Do you complain of improvements being made and proper compensation not being given for them on certain occasions?—Yes.

45,922. Abatements are made by some of the landlords, are they not?—Yes, in most cases.

45,923. Do they make abatements to all the tenants on the same estate?—No, not to all. They are given more to the large farmers than to the small farmers.

45,924. Who is it that settles the question as to who is to have the abatement?—I cannot say whether it is the agent or the landlord.

45,925. But we have had complaints that in some cases there is a little bit of favouritism about this, and that some tenants get abatements and others do not get abatements. Do you think that exists at all?—Yes, very often.

45,926. When you have abatements is any notice given of it?—It is notified in the notice of the rent.

45,927. How soon do you get that notice before the pay day?—Sometimes about seven days.

45,928. Not more than that?—No.

45,929. Would you like to have notice a month or six weeks before?—It is generally held about the same time of the year, so that we know when it does come.

45,930. Do you think there is enough labour on the land now?—No.

45,931. Is that because the depression in the farming industry prevents the farmers from finding the money to pay the men?—Yes, it is mostly due to that.

45,932. Do you think that there are sufficient cottages to carry more labour on the land?—No, cottages have been allowed to go into ruin to a great extent about this district.

45,933. Yes, but who used to occupy those cottages before they went into ruin, farm labourers?—Yes.

45,934. Then there is no demand for them now. Do you think that arises from the depression of agriculture?—Yes.

45,935. Is there much damage by game?—Yes, the estate is overrun with game—the farms that abound with plantations.

45,936. Have you got fair compensation—compensation that satisfies you for the damage that the game does to you?—No, no compensation at all except in very few instances.

45,937. So you think that is a grievance, do you?—It is a grievance.

45,938. And a loss?—Yes, a great loss.

45,939. You have mentioned another point. You say you think that the parcels post could be made use of for farmers. What do you think a farmer could do through the parcels post? Let us have your ideas on that subject?—I

Mr. *Grove*—continued.

know of some farmers who have been sending their butter away to London during the last winter, but of course they had to buy new boxes each time to send it away every week, and that was a great drawback.

45,940. What are the boxes made of?—I think they are made of cardboard, I am not quite sure.

45,941. Then it would be much cheaper to buy a new box than to try to get the old one back?—Yes.

45,942. It may interest you to know that one of our Commissioners sells a great deal of butter through the post every week, and another of our Commissioners buys it from him, although they live nearly 300 miles apart. Do you think if that was carried out a little more it might be useful to farmers?—Very useful.

45,943. Then we must turn our attention to that. As to railway rates; do you grumble at the railway rates?—Very much.

45,944. Do you mean the low rates for foreign produce, or do you mean the local railway rates?—We complain of both.

45,945. You do not know whether the railway companies charge you more than they are enabled to charge you by the Act of Parliament, do you?—I cannot say that, but I will give you an instance. Derry Ormond Station is two miles and a few yards from Lampeter Station. There is one train run for passengers, for which they charge you 2½*d.*, but all the other trains are charged 4*d.*

45,946-7. But you refer to passengers' fare?—Yes.

45,948. You are not speaking of goods?—I mean passengers and goods as well.

Sir *John Llewelyn.*

45,949. I suppose you are not a shareholder in the Manchester and Milford Railway Company?—No, or I would be a great loser.

Mr. *Grove.*

45,950. Can you give me an illustration of the price they charge for conveying goods from one point to the other?—Yes. If you send a truck of cattle from here to Cirencester, in Gloucestershire, the charge is 5*s.* a head. When they are booked from Cork to the same place the charge is 4*s.* a head.

45,951. That is competition with goods that are imported. I am referring to the question of your own local rates. You have not got an instance in your mind at the moment, have you?—I have another instance. A small hamper was sent from Malvern Link on the Great Western, and they could not book it further than Pencader, and the charge was 9*d.* up to there, and from Pencader up to Derry Ormond it was 1*s.* 3*d.*

45,952. So that it was 9*d.* for as much as about 150 miles from Malvern Link, and it was 1*s.* 3*d.* for the short distance from Pencader to Derry Ormond?—Yes.

Mr. *Grove*—continued.

45,953. What do you say the hamper contained?—Various things.

45,954. Dynamite?—No. I can say there were apples.

45,955. It was fruit?—Yes.

Mr. *Grove.*

45,956. I will look that matter up.

Mr. *Seebohm.*

45,957. You gave other instances of rise in rents?—Yes.

45,958. I want to know how you got the figures—direct from the farmers or from the rate-book?—Direct from the farmers.

Mr. *Richard Jones.*

45,959. You say, Mr. Davies, that there is a widespread desire for leases?—Yes.

45,960. What are we to understand that to imply; is it simply that the tenants are anxious for security of tenure?—Not so much.

45,961. Are landlords reluctant to grant leases if any application is made to them?—They have refused.

45,962. Have they stated the reason why they have refused?—No, only that they would not grant them.

45,963. Do you approve of the custom of tenant-right or goodwill?—Yes, to a certain extent.

45,964. Do you want anything more than compensation for unexhausted improvements?—Nothing more if we are not entitled to more.

45,965. What more are you entitled to? You have no right to more, have you, if you get full compensation for unexhausted improvements? Do you want to sell the interest in the farm?—No, I am against that.

45,966. Of course that would be in the interests of the tenants themselves, because, practically, it would resolve itself into a question of competition rent if the outgoing tenant is allowed to sell his interest in the holding?—Of course we are against a tenant being allowed to sell his interest.

45,967. What do you mean by saying in your summary that "It is a hardship if the tenant "does not get goodwill"?—We do not know of any instance where a tenant has been paid the full extent for the improvements that he had made on his farm.

45,968. But provided that he got full compensation for any unexhausted improvements, do you think that he would be perfectly satisfied?—Yes, to a certain extent.

45,969. And you think that the Agricultural Holdings Act does not provide for that?—No, it does not.

45,970. What is there faulty about the Agricultural Holdings Act?—I am not so well acquainted with it.

45,971. I suppose it is inoperative; it does not work in this district; it is not made use of?—No, it is a dead letter in our district.

45,972. I suppose it has got into bad repute, and it does not satisfy the tenants, and then

Mr. *Richard Jones*—continued.

they do not utilise it?—No, and if they would force it, of course they would be on bad terms with their landlords.

45,973. Do you think that a tenant would not care about asking his landlord's consent to carry out any improvement under the first schedule of the Act?—No.

45,974 He would be afraid that he would be incurring the landlord's displeasure?—Yes.

45,975. What about drainage; where drainage is carried out by the tenant, does he send notice to the landlord?—No.

45,976. Are the tenants aware that it is necessary in order to obtain compensation?—Yes, some of them are aware.

45,977. And still they carry out drainage work; they make drains when they are fully aware that, unless they comply with the provision of the Act, they will not get any compensation; is that so?—Well, they are not aware of the Agricultural Holdings Act.

45,978. Do you think that if they were aware they would make use of it?—In some instances, I daresay.

45,979. Have you ever seen it yourself?—No.

45,980. Have you had no desire to see it?—I know that it would not operate on our estate, so that I do not care so much about seeing it.

45,981. How are the tenant farmers in your district in regard to matters of that sort; are they alive to their own interests?—No.

45,982. They are very dull?—They are very dull because they have no spirit. They have had to pay such big rents.

45,983. The life is crushed out of them?—It is wholly.

45,984. You said, "To my knowledge there "has been a general rise in the rents throughout "the district, but there appears to have been no "settled scale." When were the rents raised?—They were not raised during the same year. As soon as a farmer would improve his land, very likely he would soon get an increase in rent.

45,985. Have rents been raised since about the year 1877 or 1878?—Well, there may be some instances.

45,986. But not many since then?—No.

45,987. I suppose they were generally raised from the year 1870 up to 1876?—During those bad times they were.

45,988. And your contention is that they should have been reduced?—Yes.

45,989. Owing to the fall in prices of stock and produce?—Yes.

45,990. And the high rate of wages?—Yes.

45,991. Do you know of any cases where rents have been advanced since about the year 1880 or 1881?—No, I do not know of any case except where new buildings had been put up.

45,992. By the landlord?—Yes.

45,993. Why are these distinctions made on some estates where abatements are given to some and not to others. You say that there is a distinction made that some get abatements and some do not?—Yes. The large farmers get an abatement and the small farmers only in some very hard cases.

45,994. Whom do you call the small farmers that do not receive abatements?—Farmers of about 12 acres to 24 acres.

45,995. A farmer of 24 acres would not get an abatement?—No.

45,996. Which is let the highest as a rule—a small farm of 24 acres or a farm of 150 or 200 acres?—A small farm.

45,997. Why?—Because there are so many competing for it.

45,998. So that really he feels the depression quite as much as the farmer of 150 acres?—More, to a certain extent.

45,999. You think that in justice he ought to receive an abatement as well as a large farmer?—Yes.

46,000. That is on the Derry Ormond estate?—Yes.

46,001. When did the owner of the Derry Ormond estate commence to make abatements?—I believe it was about a twelvemonth ago.

46,002. Was it done about 1885?—No. He made some abatements for a year or two during those times, and then we did not get any, and he returned some during 1893.

46,003. How much?—10 per cent. to some.

46,004. Do you think that was adequate?—No. We petitioned him to have more before the last rent and all the tenants signed and asked for it, but he never acknowledged the receipt of the petition.

46,005. All the tenants applied?—Yes, all the tenants applied.

46,006. What did you think you were entitled to?—We asked for 25 per cent. and we stated that even if he was to allow us 50 per cent., he would not be allowing us too much.

46,007. Still you do not feel inclined to throw up your farms?—No.

46,008. Why do you cling to them?—There is nothing but the workhouse door open for us.

46,009. So that really you are entirely dependent on the will of your landlord?—I am.

46,010. And you think that is an unsatisfactory state of things?—Very unsatisfactory.

46,011. What is the remedy that you have to suggest?—Nothing but a Land Court.

46,012. What do you say about the suggestion which was made by Mr. Brigstocke the other day at Cardigan. He suggested that the County Council should appoint one person and the county court judge should appoint another person, that is to say, to settle disputes; that was not exactly to fix rent, he was against a Land Court to fix rents?—Yes.

46,013. But we are assuming now that a Land Court is about to be established according to your recommendation; what would you say about such a suggestion to settle the question of rent; that the County Council should appoint a person and the county court judge appoint another to fix the rent for a certain farm, and in case they failed to agree, that the county court judge himself should settle the question?—It would be better than the present mode.

Mr. *Richard Jones*—continued.

46,014. Of course I do not suppose that you swear by a Land Court of the same kind as they have in Ireland, but you simply want some kind of tribunal?—Yes, what we would like, and what I mean by a Land Court, would be a court that would protect a good tenant from a bad landlord, and that would protect a good landlord from a bad tenant as well.

46,015. That is upon questions of rent and also upon general questions of dispute that may arise?—Yes, on every dispute that would arise between a tenant and a landlord.

46,016. You say that there is not much labour employed on farms which have been consolidated?—There is not.

46,017. I suppose when farms are consolidated, there is generally more scope for machinery. Would they use more machinery?—They would employ a little more machinery than a small holding.

46,018. And less labour of course?—Yes.

46,019. Do you think that a large place would be so well cultivated as a small place?—No.

46,020. Do you consider there are sufficient small holdings for a farmer to rise in the scale?—Yes, we are not badly off for small holdings.

46,021. You condemn the custom of having too many large farms?—Yes. I may perhaps be permitted to say that one farmer in our district desired me to tell you that what he wanted was that no farm should be more than 50*l.* a year rent, so that the multiplication of small farms would stop the landgrabber—would stop land hunger—that no farm should be over 50*l.* in rental, and that that would multiply the small holdings, and it would satisfy the land hunger that is in the country.

46,022. Do you think that it would be well to have an artificial interference of that sort?—I daresay many would oppose it.

46,023. You say, "I know of instances "where estate agents interfere with the votes "of tenants at parliamentary and other elec- "tions. I produce a letter sent by an agent to "a tenant of the Derry Ormond Estate"?—Yes.

46,024. Was that letter written to the tenant with the full knowledge of the landlord?—I cannot say.

46,025. Is he still agent on the estate?—Yes.

46,026. Do the landlords in this neighbourhood make any special effort to meet the present depression; that is, do they reduce their establishment?—No, I do not think they do.

46,027. They live as stylishly as ever?—Yes, and multiply gamekeepers.

46,028. And dogs?—That may be so. I do not take so much notice of the dogs.

46,029. And horses?—Yes, I daresay.

46,030. And servants?—Yes, I daresay.

46,031. Have you a copy of that letter that was written by the landlord?—Yes, it has been handed up.

46,032. When the application was made for him to do something to this road from Bettws Bledrws on to Llangeitho?—Yes. That is the original letter. (*Witness handed in original letter.*)

Mr. *Richard Jones*—continued.

"Derry Ormond, R.S.O.,
"Cardiganshire.
"April 18, 1893.

"In reply to your letter of yesterday's date, you will please tell the Overseers of this parish, with my compliments, that I shall be much obliged if they will for the future mind their own affairs, and not meddle with matters that do not in the least concern them. Perhaps, for the benefit of the Bettws Bledrws Overseers, it will be as well if I remind them that the said road in question is private property, and that I only wonder and marvel at not being requested by them to put my own drive in order!!

"Yours, etc.,
"W. Inglis-Jones."

Mr. *Griffiths.*

46,033. Is it not a fact that rent is often advanced, although the tenant pays already interest for drainage?—Yes.

46,034. What interest is generally paid on the drainage?—There is not any particular scale to it.

46,035. Is there any period of exhaustion for the money that is laid out in that way, or is the rent continued?—Yes, continued so far as they can get it.

46,036. Is it customary in this part of the country to shoot on Sundays. I thought they strictly kept the Sabbath in this part of the country?—The gamekeepers do not; they are excepted, I suppose.

46,037. Is it not against the law?—I do not know. I tell you the fact. I do not know whether it is against the law or not.

46,038. You say in your evidence that the evictions of 1868 are very well remembered. It is a long time ago. Why should they remember them?—Because they were so severe, and many tenants had to pay so dearly for voting as they desired to vote.

46,039. Had many tenants advances in rent?—I cannot say personally, because it is so long ago.

46,040. I suppose you have heard of many that had to leave their holdings?—Yes, I sent up to you a copy of the letter that the agent wrote to some of the tenants.

46,041. You said you were anxious to get leases. Would not the tenants be less likely to get abatements if they had leases?—Yes, but they would rather have leases at reasonable rents, because they would mean security of tenure.

46,042. Is the rent always raised upon the buildings, or would you expect that when farms are taken there should be buildings upon them?—In many cases when new buildings are put up the rents are raised.

46,043. And do the tenants do the hauling too?—Yes, for nothing.

Mr. *Griffiths*—continued.

46,044. Why do you recommend that tithes should be utilised towards educational purposes, and for the purpose of old-age pensions?—In one case those that have paid them for many years now would get the advantage of them. They are almost penniless now.

46,045. You mean those who have paid them?—Yes.

46,046. You refer to the poor?—No, I mean the farmers.

46,047. Is there any objection to paying the tithe as it is at present?—No, not so much in this district.

46,048. Do you consider that it would be a means of keeping the labourers more upon the land if they had a little cottage and land enough to keep a cow or two?—Yes.

46,049. Have you enough land on your farm for that purpose?—There are a good many cottages already fallen down, and nobody would object to a cottage being put up in the place of those.

46,050. To keep a labourer?—Yes.

46,051. Do you think a labourer would be more likely to stay on a farm then than if he were a farm servant?—Yes.

46,052. Then, with regard to dairies. What kind of dairies have you on the farms round here. Is there much dairying done in this part of the country?—Yes.

46,053. What kind of dairies have you as a rule; are they large enough and sufficient for modern implements?—No, they are too small, and they are not well ventilated.

46,054. And not in suitable places, perhaps?—In many instances they are not.

46,055. With regard to poultry keeping, are there any poultry houses built?—No. Of course the farmer can put one up if he likes.

46,056. There is no special attention given by the farmers nor by the agents to that, I suppose?—No.

46,057. You spoke with regard to a Land Court just now. Do you think it necessary to have a Land Court for good tenants and good landlords?—It would not be required so much in their cases.

46,058. Laws are not generally made for those that keep the law, are they?—No.

46,059. They are made for those who refuse to keep them?—For those who refuse to keep the law.

46,060. And it would be the case with regard to that you think?—Yes.

Lord *Kenyon*.

46,061. With regard to this agreement, Mr. Davies, this provision is certainly illegal—contracting out of the Act?—I may state, my lord, that the tenants refused, every one of them, to sign it, so that it is not actually in operation.

46,062. But it is clearly illegal to contract out of the bulk of the Act; they can only contract out of certain clauses?—Yes.

46,063. With regard to goodwill, I suppose none of the sitting tenants have paid goodwill?—I do not believe they have, but I cannot say exactly.

Lord *Kenyon*—continued.

46,064. It would be hardly fair for them to receive what they have not paid for, would it?—Yes, it would be unfair.

46,065. I do not suppose you have a knowledge of whether the land owners in this neighbourhood have reduced their expenses or not. You could not be very well in a position to know whether that was the case or not?—No, I am not in a position to know; I cannot say exactly.

46,066. You would not like it to go forth that you said that they had not?—No.

46,067. Because there are many ways of reducing establishments that may not be shown to the public at first. You said that you would incur the landlord's displeasure if you asked to make improvements; do you not think that a landlord likes a tenant to make improvements on his farm?—Not on our estate.

Lord *Kenyon*.

I think it is very singular if that is not so.

Professor *Rhŷs*.

46,968–9. I have not heard the whole of your evidence, but I have heard that you suggested the multiplication of holdings by a limit of 50*l*. rent. Suppose that was done, would that appreciably affect the congestion of the land hunger?—Yes, to a certain extent.

46,070. For how many years do you think?—I cannot say.

46,071. In any case, it is not a remedy that would tell very long, is it?—No; I simply mentioned it because some of the farmers asked me to do so.

46,072. What do you think the remedy for that must be to a large extent. If a farmer, for instance, has four or five sons, is it wise for him to bring them all up to farming?—No, because they would not get farms.

46,073. They would not get farms without disturbing someone else?—That is so.

46,074. You do not go in for that, do you?—No.

46,075. What ought to be done then. He ought to bring them up to some other professions or some other trades, ought he not?—Yes, I daresay.

46,076. How far is that being done now, do you know?—It is done to a certain extent.

46,077. What do they become?—Everything.

46,078. Some of them go away to the towns?—Yes, mostly.

46,079. They go into trade?—Yes.

46,080. How is the educational machinery in this part of the county?—It is fairly good now to what it has been.

46,081. Is that in such a state as to help men of ability to get into the professions?—It is better than it has been.

46,082. So that some of the farmers' sons may expect to get into the medical profession?—Yes.

46,083. Or the law?—Yes.

46,084. Or the ministry?—Yes.

Professor *Rhŷs*—continued.

46,085. You consider that almost always to be the case, do you not?—Yes, I daresay.

46,086. You would not expect that all the farmers' sons should be brought up to farming at any time, would you?—No.

Mr. *Griffiths.*

46,087. Following up Professor Rhŷs' questions, can you give us any opinion with regard to the population in this part of the country; is it increasing or decreasing?—It is decreasing.

Adjourned for a short time.

Lord *Kenyon.*

46,088. You wish to say, I think, that you are only giving evidence for the Derry Ormond estate?—Yes, and there are a few parishioners belonging to Mr. Harford, of Falcondale, and Mr. Hughes, of Neuaddfawr, and they asked me to tell the Court that they have been very well treated by the landlord.

Lord *Kenyon*—continued.

46,089–90. You are only giving evidence on behalf of the estate of which you are tenant?—Yes.

Lord *Kenyon.*

I do not think we have any further questions to ask you. Re-examined 73,543.

The witness withdrew.

The Commissioners think it well to draw attention once again to the Witnesses Protection Act. I will just repeat some words which Lord Carrington used at our first sitting in Glamorganshire. "Experience has shown that unless "witnesses speak out boldly and without fear, "inquiries like the one we are engaged in are "futile. We have no reason to believe that "undue pressure will be brought upon any class "of witness or any individual witness; nor "have we reason to think that the giving of "evidence by any person in this country will "lead to his being in any way injured. But it "is, of course, possible—we cannot shut our "eyes to what has before now taken place in "regard to affairs of this kind—that some men "are less scrupulous than others, and that "it is possible that witnesses who speak what "is in their minds may be subjected to loss and "annoyance. We desire, therefore (and it is "our duty to do so), to point out that the "recent Act, the Witnesses Protection Act, 1892, "affords a remedy adequate to meet any "ordinary case." And the Commissioners, if they find it necessary, will put the Act into force. I have also to say, with regard to the estate which came into question this morning, that Lord Carrington only succeeded to it in 1868, which was after the sale of the property.

Mr. DAVID EVANS called and examined through an Interpreter.

Lord *Kenyon.*

46,091. This is your statement which has been translated to you this morning in Welsh by Mr. Griffiths, and it is correct?—Yes.

The following statement of the witness was read:—

I live at Lanlas-ucha, in the parish of Cellan, in the county of Cardigan, and am a tenant farmer. I am a guardian of the parish of Cellan, and a member of the Assessment Committee. I am also a member of the Cellan School Board.

I was brought up by my father as a farmer, he being a tenant of Rhydycais Farm, Ystrad, his landlady being Mrs. Douglas, of Rhydyfran. My late father paid a rent of 23*l.* I remember him draining 11 of the fields, and when filling up one of the drains he met with an accident which rendered him incapable of following his occupation, and one of my brothers, who was then in service, had to return home to carry on farming operations. The farm was ultimately sold; my father was then dead, and my mother and nine children had to leave the farm penniless. My brothers were out in service in their turns, and all their earnings were sunk in the farm. I estimate the value of the improvements effected by us at 150*l.*, for which we received no compensation whatever. I advocate a land court for Wales, and also that there should be a sliding scale to govern the rents, and that tenants should be protected in respect

Lord *Kenyon*—continued.

of improvements effected by them, in case of a notice to quit or of the farm being sold. A levy is made upon me annually of 5*s.* 6*d.* for chief rent payable to William Jones, of Glandenys, as lord of the manor, but why the same is payable I am unable to ascertain. The following is a copy of the usual demand note:—

Manor of Cellan.

Old Bank, Lampeter,
25th July 1891.

Mr. David Evans, Lanlas-ucha,
To William Jones, Lord of the Manor of Cellan.

	s.	*d.*
To custom for the year 1890 -	3	6
To chief rent for the year 1890 -	2	0
	5	6

N.B.—Unless the above amount is paid within seven days from this date proceedings will be taken against you in the next county court.

I consider it would be better for me at present to sell my stock and crop and invest the proceeds and work at 1*s.* 6*d.* per diem, than to carry on my farm at the present rental. I have seven children. Two assist me to carry on the farm. They get up at 5.30, go to school at 9, and assist me after returning home. We have to live very hard, and seldom see fresh meat. We kill one pig for the use of the house. I sell a calf to the butcher and buy two pounds of it back, which is the only fresh meat we get.

Mr. *Griffiths.*

46,092. What is the acreage of this farm?—Which farm.

46,093. The farm of Lanlas?—Sixty-three acres.

46,094. For which you pay 23*l.*?—That is not the same one. The farm at that rental was Rhydycais.

46,095. Yes. Did you drain the fields yourselves?—Yes.

46,096. You say your father met with an accident and you were obliged to have your brother home to take the farm in his place?—Yes.

46,097. Do your brothers assist at all to pay the rent of this farm?—They did assist to pay the rent in that place at that time.

46,098. Have you children yourself now?—Yes.

46,099. Are they out in service?—No.

46,100. You say they go to school, do they not?—They all go to school with the exception of one.

46,101. Are they obliged to work at home while they are away from school?—Yes.

46,102. Then, you do not think that the present system of fixing the rent is a proper one?—No.

46,103. Is it the custom to raise the rent before farms are sold?—Such things occur at times, I believe.

46,104. They are generally a month afterwards, are they not?—Yes, most often, most generally.

46,105. Is it copyhold land that you pay 5*s.* 6*d.* for?—I do not know for what I pay the 5*s.* 6*d.*

46,106. You say that your living is not a very high one?—Yes.

46,107. How often do you sell a calf?—About once a year.

46,108. You only get 2 lbs. of fresh meat once a year?—About that, but we are able to have very little fresh meat.

46,109. Then you are of opinion that a labourer is better off than you are?—Yes, I believe so.

Mr. *Griffiths*—continued.

46,110. We had a case brought before us, I forget now where it was, where a farmer had given up his farm, and the very first year he saved 20*l.* You say you will be obliged to do the same thing unless you have the rent lowered?—Yes, I say that it would be better for me to sell my stock and crop and to invest the money at so much interest, and to go to work every day.

Sir *John Llewelyn.*

46,111–2. Have you got any money to invest?—No, I say I should be better off if I sold my stock and crop and invested the money.

Sir *John Llewelyn.*

46,113. You paid 23*l.* a year rent, did you?—Not for the present farm.

46,114. What do you pay for your present farm?—30*l.*

46,115. How many acres?—64.

46,116. Are the larger farmers doing better than you?—I think, generally speaking, taking them through and through, they are.

46,117. You consider your own rent too high?—I do not consider that it is hard in other times, but I say that all farms are too high in these days.

46,118. Do I understand that you had paid 150*l.* altogether on this farm?—That was stated when I was brought up, and it refers to that farm.

46,119. Which farm?—Rhydycais.

Lord *Kenyon.*

46,120. Was this estimated outlay on improvements of 150*l.* for many years ago?—I speak of over 40 years ago to start with.

46,121. Then were not some of these improvements exhausted?—They were drains for the most part.

46,122. How long do you estimate that drains last?—I cannot say. It depends very much how they are kept. We have left the place some years.

The witness withdrew.

Mr. William Morgans called and examined through an Interpreter.

Lord *Kenyon.*

46,123. This is your evidence, and it has been translated to you this morning by Professor Rhŷs, and it is correct?—Yes.

The following statement of the witness was then read:—

I live at Olmarchganol, in the parish of Llangybi, in the county of Cardigan, and am a tenant farmer. My farm forms a part of the Olmarch estate. In 1872 I erected a new dwelling-house at Olmarchganol, owing to the old one having become so dilapidated, and it cost me 200*l.*, exclusive of the haulage, which was done entirely by me. Towards this expenditure my landlord allowed me the sum of 35*l.* only, and as soon as the dwelling-house was completed my rent was increased from 80*l.* a year

Lord *Kenyon*—continued.

to 90*l.*, although two competent valuers had told the estate agent that 66*l.* a year represented the full value of the farm. I have also, at my own expense, built a barn, slated the stable and cow-house, built up a great part of the walls, and done all the haulage necessary, yet I have never received any allowance in respect of the buildings, with the exception of the said sum of 35*l.* I am now 74 years of age, and have lived all my lifetime on the said farm, and have worked hard upon it, but I am informed that it is to be sold next June, and I have no reason to believe that any further compensation will be allowed to me, and the result, therefore, will be that the farm will pass to other hands, and they will reap the fruits of my labours and improvements.

Lord *Kenyon*—continued.

Five tenants had failed to pay 50*l.* rent for the holding when my father and mother occupied it, and the landlord had distrained on them.

Professor *Rhŷs.*

46,124. Do you know what sort of buildings there are on the farms about you?—Slate roofs generally now.

46,125. Do you know a place called Tyldre?—Yes.

46,126. What sort of buildings are they there?—Thatched houses—thatched with rushes.

46,127. How many acres of land are there belonging to Tyldre?—I think about 20 acres more or less, I am not quite sure.

46,128. It is a small holding. Does anybody live there now?—No.

46,129. Why is it vacant?—The sanitary inspector came by and said the occupier would have to leave, otherwise the agent would be fined.

46,130. The building is so bad?—Yes.

46,131. What has become of the small farm—the land?—Mr. Thomas Davies, Penbanc, took the land, and bought three cows and the horse.

46,132. Has it been consolidated with another farm. Is that it?—No, it has not. It remains alone.

46,133. Where does the man who farms it live?—He lives with his daughter at Pumpsaint, and his daughter is the wife of the gardener at Dolau Cothi.

46,134. But the building is still bad?—Yes, it is uninhabitable.

46,135. Is it a common thing for the buildings on small holdings to be left to get into that state?—With regard to the estate on which this building is, they were all allowed to go into ruins unless the occupier repaired them.

46,136. Was the occupier allowed the expense?—I did not get anything for the expense which I incurred, excepting 35*l.*, which I received towards the dwelling-house.

Sir *John Llewelyn.*

46,137. To whom does the Olmarch estate belong?—He comes from America. The estate is in Chancery. Mr. Lloyd, solicitor, is the steward.

Professor *Rhŷs.*

46,138. You do not think that the Court of Chancery deals very liberally in this matter?—I do not know about the Court of Chancery, but some bad men have been stewards, or some of the stewards may have been bad men rather.

46,139. But that land is now in theCourt of Chancery?—Yes, so Mr. Tom Lloyd, the solicitor, told me.

46,140. I should like to know what his idea is?—Edward Arthur, who was the former steward, said that it was out of Chancery.

46,141. It would not be a bad thing if there were some power which would compel even the Court of Chancery to deal properly as landlords, would it?—I will tell you what the Court of Chancery did. Edward Arthur gave us notice to leave, and he came to claim possession at Michaelmas, and two bailiffs came with him from this town demanding the rent and possession. He said to these people "Go in," and the old lady, my mother, was standing by, and her arm was ripped up, so that the blood streamed.

Professor *Rhŷs*—continued.

46,142. Was this after a notice to quit?—Yes.

46,143. Had they been unable to pay their rent, do you know?—The rent (40*l.* for the half-year) was demanded by the agent at Michaelmas on the day it became due, and it was paid on the spot, and at that point the bailiff, who was with him, said "Go in." We wrote to the Court of Chancery the next day, and we received a letter in two days afterwards that I could stop on as tenant of the holding, and Edward Arthur came there a day or two afterwards and said, "You shall have the place after all." When the usual rent day arrived, about three months after it became due, I had to pay the 40*l.* again, so that I was actually robbed of 40*l.* by the said agent, Edward Arthur.

Professor *Rhŷs.*

46,144. I am afraid we scarcely have time to unravel such a complicated story. I confess I do not quite understand it.

Mr. *Seebohm.*

46,145. What was the date when the 200*l.* was spent on the building?—It is about 21 years ago.

Mr. *Richard Jones.*

46,146. 1872, he says.

Mr. *Seebohm.*

46,147. Now, you are under notice that the estate is going to be sold?—Yes, they say it is going to be sold in the month of May.

46,148. Why should not you make a claim now to be compensated?—I do not know in what way I could get anything towards the houses and things I have done. The building that is yonder has been erected by me altogether.

46,149. But surely you could make a claim before the sale?—I have sent in a claim, or made a claim.

46,150. Did you erect these buildings with the consent of the landlord?—We had either to make them, or we could not live there.

46,151. But you might make a claim anyhow.

Lord *Kenyon.*

46,152. You did not get an answer to that question. (*To the witness.*) Did you get the consent of the landlord?—I had permission from the agent.

Mr. *Seebohm.*

46,153. In writing?—No, it was not written. Mr. Arthur said, "You can stay there as long as you live. The estate is in Chancery." We built a barn and stable there to start with.

Mr. *Seebohm*—continued.

46,154. You had better make a claim, whether or not you have a legal right to compensation. The Court of Chancery ought to be able to do justice, whether it is legally due or not?—I hope that the Court will take into consideration my claim, otherwise it will be a great injustice.

46,155. Yes, but you must make it?—Very well.

Mr. *Richard Jones.*

46,156. Was Mr. Lloyd the agent of the estate when the farm was advanced from 80*l.* to 90*l.*?—Mr. Lloyd, the shopkeeper, of Dolgwm House, raised the rent from 80*l.* to 90*l.*

46,157. Was that a different person to Mr. Lloyd, the solicitor?—Yes.

46,158. No connexion?—No, not as far as I know.

46,159. What was the reason of these valuers coming across the place? You say that two valuers came across the place, and valued it at 66*l.* a year?—Mr. William Rees, of Tregaron, valued it at 66*l.*, and then Mr. Davies, Troedybryn, came and said that it was too high; that it was very high for 66*l.*

46,160. Who authorised them to value the place?—Mr. Davies, Troedybryn, came on behalf of the parish, and with regard to Mr. John Edwards, of Dolau, Mr. Lloyd, of Dolau cwm, gave him permission.

46,161. Was that the agent?—Yes, at that time.

46,162. Was the rent raised at the instance of the agent, or at the instance of the Court of Chancery?—When Mr. John Edwards, of Dolau, came, he said it was too high. It was 80*l.* then, and there was a further increase of 10*l.*, making it 90*l.*

46,163. What I want to know is this, whether the agent had advanced the place on his own account?—Mr. Edwards, of Dolau, said it was very high for 66*l.*

46,164. Repeated?—After John Edwards had been there, he raised the rent by 10*l.* the last time.

Mr. *Griffiths.*

46,165. Why did you build your house upon another man's property?—Build on another man's property?

46,166. Yes? We built in order that we might live there. We made all the buildings.

46,167. Did you ever ask the landlord to build?—The landlord told us to build—that we should have it while we lived.

46,168. What was the rent of the farm before you built at all?—It was 80*l.* before I built the dwelling-house.

46,169. Then the agent took advantage when you put the house there to advance your rent 10*l.*?—Yes.

46,170. Do not you think it would have been fairer for him to have lowered it 10*l.*?—That is what everyone said.

46,171. Is the estate still in Chancery?—Mr. Tom Lloyd told me that it was in Chancery now.

46,172. Do you think there would be any chance for you to have compensation if it was out of Chancery?—I cannot say. I could only rely on good will.

46,173. Would you like the law so altered that every man should be paid for his improvements?—Yes. My neighbour is unjust unless I get some compensation for what I have done yonder.

46,174. But you have found that you cannot have compensation unless you have the law altered?—I do not know. I have to rely on their good will—good graces.

46,175. But would not you like to see the law so altered that you could demand payment?—Yes, I would.

Lord *Kenyon.*

46,176. Would you like us to send a copy of your evidence to the Court of Chancery?—Yes, I would.

Lord *Kenyon.*

46,177. We will do that.

The witness withdrew.

Mr. John Charles Harford called and examined.

Lord *Kenyon.*

46,178. You are Mr. John Charles Harford, of Falcondale?—Yes.

46,179. And you are a landowner?—Yes.

46,180. Have you got a statement?—Yes.

46,181. Will you kindly read it. I think that would be the quickest way?—I give evidence as to the Peterwell Estate of 5,000 acres, owned jointly by my mother and myself, of which 500 acres are woods, 180 are accommodation lands, and 4,333 acres let to tenants, at a rental of 2,980*l.* The accommodation land is situated near Lampeter, and is let out in fields at an average of 2*l.* 10*s.* per acre. The rest of the land lets at an average of 14*s.* 5*d.* per acre. There is no manor, the manorial rights having lapsed when the town of Lampeter became a corporate borough. The Crown has some small rights, such

Lord *Kenyon*—continued.

as 5*s.* charged on Llwyncnoy, and some small sums charged on the parishes of Llanfair and Pencarreg, for which I cannot say the amount. No land is held by copyhold. Lampeter common was divided under an award dated August 31st 1858, and 31 acres 1 rood 34 poles was alloted to the owners of the Peterwell estate; some of the land was given for gardens, clay pits for the poor, and also for recreation ground, and for holding fairs. There are two squatters' cottages near the common, the tenants of which now pay 6*d.* per annum acknowledgment rent. There is no unenclosed ground, or practically none. Tenants in my opinion are better off on large estates than on small, as where a landowner has only one or two farms he is probably more or less pendedent on the rent, and cannot afford to lay

Lord *Kenyon*—continued.

out money in buildings, drainage, or repairs. I do not think difference of language, politics, or religion affects the relationship between landlord and tenant. There are very few agents, and I have heard no complaints of them. Tenancies as a rule commence from September 29th, and are from year to year, leases not being desired as a rule, because tenants know that landlords will make an abatement of their yearly rent in bad seasons, whereas, if on lease, there would be no abatement. There are very few leaseholders. Tenancies change very little, The landlord as a rule agrees with the tenant as to a fair sum to be deducted from the rent when a field is to be taken for planting, building, or any other purpose. Timber is usually hauled in a frost or when the ground is hard. Should damage be done the tenant would be compensated. I have enclosed agreement. The conditions are never insisted on, and I have never heard of a penalising clause being insisted on. A copy of the agreement was given to each tenant, and the conditions were all explained to those who did not understand English. The farms are valued field to field, and a fixed sum is then decided on. As regards rents on other estates, I know nothing. The rent of small holdings is slightly higher than the large ones, because the buildings are more expensive as compared with the rent, and the land as a rule is better. Rent of land varies enormously. The good land by the Teifi will fetch occasionally 4*l.* or more per acre, and within a mile you will find hill land let at 2*s.* 6*d.* to 5*s.* Probably the average price on a fair farm would be 15*s.*, and on a good small farm 1*l.* an acre. There is no common land, or practically none, and there is no service in lieu of rent. Rent was originally fixed by valuation, but, as a rule, the incoming tenant pays the same as the outgoing tenant. Land is not let to the highest bidder, and landlords are now more careful about getting tenants with some capital. Arbitration in settling rent is never needed. Rents have, of course, been raised in the last 50 years, as 50 years ago this part of the world had no railways, very few roads, and the county itself was swampy and undrained. We have made no permament reductions, but in 1885 gave back 10 per cent. on the half year, 1886 10 per cent. on the whole year, 1887 10 per cent. on the year, 1888 10 per cent. on the half year, and 5 per cent. on the other half, 1892, 10 per cent. on half year, and 1893 10 per cent. on the whole year. The total sum given back in remission since 1885, on an income of 2,900*l.*, was 1,187*l.* 12*s.* 4*d.* There has practically been no change of rent in the last 30 years, except where land has been taken away for planting or building. Rent is paid four months after it is due. The landlord pays the tithe and income tax, and the tenant the land tax, chief rent, and local rates. The holdings have not been consolidated, but rather the reverse. On four farms small portions have been sublet by the tenants to other men, Moelfre, Pentreshone, Coed Park, and Castell,

Lord *Kenyon*—continued.

and the plan has answered well, the tenant putting up the buildings, the landlord supplying the timber, stone in most cases being handy. Forty-acre holdings are a good size, and probably suffer less than the big ones. In good times the larger holdings are better able to start their children, as they have more stock, and can easier spare some for the children. In bad times, however, the smaller holdings as a rule weather the storms best. Farming is mixed and labour scarce, but probably sufficient for the farms, though at harvest, sowing, and sheep shearing more labour would prove an advantage. No land is going out of cultivation, but though much has been reclaimed a good deal more could be done in the way of ploughing, fencing, and draining boggy and gorsey hill land. The land is not being laid down to permanent pasture as it is not good enough, but more land is laid down for short periods, two or three years. Root crops have increased largely, as the tenants keep more stores over the winter, and these are fattened in sheds instead of running out all winter as formerly. Landlords do all the building and drainage. Tenants reclaim waste land by ploughing and putting up banks; they are supposed to also put up gates and gateposts, but the gates are bad throughout this part of Wales. They also provide manures and seeds. Tenants do the hauling for buildings. The landlord pays for labour and material. The tenant pays no interest on outlay, and in return for his haulage gets good buildings enabling him to farm more profitably. The landlord gets a more contented tenant and is surer of his rent. If improvements are made by the tenant with the landlord's consent the landlord is liable, and if without the landlord's consent the tenant has no claim whatever. The Agricultural Holdings Act is contracted out of in all my agreements. The farming has improved of late years. In September takings there is no growing crop. The incoming tenant, however, pays for seeds sown with the corn. No allowance is made for tillage and cultivation, but this is considered part of the goodwill, and is usually arranged for between incoming and outgoing tenant. Manure in the yard is taken at a valuation by the incoming tenant, and everything else in the way of stock or crop is sold for the benefit of the outgoing tenant, or else taken at a valuation by the incoming tenant. Permanent improvements made by the outgoing tenant would come under goodwill. The incoming and outgoing tenants settle between themselves, and if they cannot agree call a third party to arbitrate. There are no liabilities as regards cultivation or dilapidation except as regards thatched buildings or thatched cottages, which the tenant is supposed to keep in repair. Tenants do dispose of their goodwill, and there seems to be no hardship in cases of change of tenancy. There are no sheep farms, and the Agricultural Holdings Act is a dead letter. Tenants kill the rabbits, and some, no doubt, make a good deal out of them. Where fields adjoin on coverts where rabbits are numerous wire netting is given to

Lord *Kenyon*—continued.

the tenant. Hares barely exist, and pheasants are scarce except on my own home farm I doubt if much damage is done by game. Tenants are not forced to beat, and if they come, they come for the fun of the thing, and are paid for it and fed, and in no way forced to come. Game does not affect us on this estate, and there is not much poaching except in a very small way. There are many nurseries for forest trees, but fruit culture would not pay here. All farmers go in for poultry in a small way, and no doubt it pays them. Men travel round from farm to farm collecting the eggs. Instruction in dairying and agricultural chemistry is provided by Aberystwith College, and is taken advantage of, and field experiments are also carried out by the college on different farms throughout the country; some of which are carried out experimentally on my own farm. Railway rates are high, and severely affect the price of stock, as dealers, in buying, have to calculate what the animal will cost them when they have got it home, and consequently high rates mean low prices for the farmer. There is no co-operation or combination between or among landlords or tenants, except that at busy times, such as harvest and sheep shearing, every one helps his neighbour if he can. Very few insure their stock, and I should imagine none insure their own lives. The landlord insures the farm buildings. Labourers belong generally to some benefit society, such as the "Foresters," but not farmers. The Post Office saving banks and private banks are taken advantage of, but building societies are not used. There are a great many freeholders, many of whom were tenants and have bought their holding, probably because they considered land a good investment. Land is constantly in the market. As to price, of course the buyer thinks the price excessive, and the seller thinks he ought to have got more. How each man gets the money to buy I do not know. I should say that the freeholder is worse off than the tenant farmer, because he has to put up and keep in repair his own buildings, and very often has to pay 4 per cent. interest on money borrowed when the land does not return him 2½ per cent. Should the value of land be reduced by land courts or other legislation, the position of the freeholder would be a very serious one, as the mortgagor would probably foreclose, and the freeholder could not pay. Tenant farmers, as a rule, work themselves, and when they have children old enough to work, the children work on the farms too, and receive board, clothes, and pocket money, and when they marry, the father, as a rule, provides them with stock or capital, or a little of both, to help them to start on a farm. Where there are no children the farmer still manages to pay his rent. Labourers are lodged in the farmhouse as a rule. They are hired in November for the year at about 1*s.* 3*d.* per day, and their board and lodging, with a present for harvest. On estates, as a rule, the labourer has a cottage, and many of them have about 3 acres to 5 acres of land, and their wages are 12*s.* to

Lord *Kenyon*—continued.

14*s.*, or if without a cottage, 15*s.* to 18*s.* The accommodation for labourers is poor as a rule, and the general diet at farmhouses is not very substantial. The farmers themselves live frugally and work hard. Cottage accommodation is not very abundant, but, as a rule, where there are cottages, each cottage has a garden. Potatoes are grown for the labourers by the farmer in lieu of allotments. Where the cottages belong to the farmer and are sub-let to the labourer, the labourer and his wife have to work for the farmer in hay and corn harvest. Diaries and farm accounts are not kept by farmers. Bad times started in 1885, I believe, and have continued ever since. Bad prices and bad seasons have produced the depression which has affected all classes. Light railways would no doubt do a great deal for a county like this, where the railways run along the borders, and there is no means of communication except by road. Reduced rates and reduced taxation of land, which seems to bear an undue amount of taxation, would undoubtedly help all classes. The relations between landlord and tenant are and always have been most friendly, in spite of the determined efforts which have been made to break up the present kindly feeling. From the year 1872 to September 29th, 1893, 17,152*l.* 7*s.* 10½*d.* has been spent in building and repairs, and 2,699*l.* 17*s.* 3½*d.* in drainage, or roughly, 20,000*l.* has been spent in the last 22 years, exclusive of home-grown timber which is not counted, and for this amount no interest has been charged. There are 28 farms on this estate which have either descended from father to son, for as long as any records have been kept, or have been given to the son or daughter of an old tenant. This estate was valued by Messrs. Goode and Owen, of Haverfordwest, in 1864, and the rent has not been altered since, except where land has been taken for building or planting. New agreements were made with all the tenants in September 1891, under the Tithe Act, and also because many of the tenants had no agreements whatever. The agreements were fully discussed by the tenants, and I myself spoke personally to those who objected to any of the clauses, and one of them as regards lime for the land was altered at their request. I have a list of the sizes and rents of typical holdings. There are only eight farmers not born on this estate who have taken farms, and one of them has held his farm for 30 years. If Government would lend money at a low interest to tenants who are anxious to buy their farms, it would greatly assist farmers, and also if those who have borrowed money at too high a rate of interest could borrow money to pay off their mortgages, especially if it was in the shape of a terminable rent charge, as men would then be able to hand over their farms to their children free of incumbrances. There are practically no arrears on this estate, and I believe there is not a single farm which has not got thoroughly good and convenient buildings, and tenants have always been asked to come to us direct to state any grievances they may have, and we

Lord *Kenyon*—continued.

have always done our best to remedy such grievances.

46,182. Your statement seems very complete, and there are only one or two questions I need ask you. First of all, as to the clause contracting out of the Agricultural Holdings Act in your agreements. Surely that would be better omitted?—I will hand in the agreement.

46,183. I have a copy of it?—Under our agreement, instead of the Agricultural Holdings Act, there is a stipulation that in valuation or arbitration two umpires shall be chosen by each party, and in case of any disagreement a third party shall be called in.

46,184. Would it not be better to refer to the clauses of the Act out of which you wish to contract. You cannot contract out of the whole Act?—That, I believe, is so, but, as a matter of fact, in changing of tenancies the incoming and outgoing tenant here, according to the custom of the country, always arrange between themselves.

46,185. I quite understand that they prefer to abide by your agreement, but still it is an illegal clause that you have put in?—I believe it is.

46,186. It would be better, I think, if you amended it?—Yes.

46,187. There is one more item in your agreement. You say "the tenant shall not hunt, shoot, or destroy hares." That he is allowed to do by law too?—Well, that is not insisted on, and I do not think there are more than 20 or 30 hares on the estate, and it is to be hoped that they will not kill those 30.

46,188. I understood you to say that you thought a land court, or some such legislation, would lower the value of land. Do you think it would increase sales of land?—No, I should not think so.

46,189. I mean, do you think the landlords would be more inclined to part with their property?—I do not understand the Land Court, but I should imagine that a bad tenant who had run out his farm would then go to the Land Court and state that he was paying too high a rent, and he would then get his rent reduced, and you would be saddled with a bad tenant at a low rate of interest, whereas your good tenant would never go to the Land Court because he would have improved his farm, and probably it would appear then that his farm was rented too low, and the Land Court would, I presume, then raise his rent. Therefore the bad tenant would benefit and the good tenant would have to pay a higher rent for his own improvements.

46,190. That is always presuming that the Land Court would protect the bad tenants?—Always presuming that, yes.

Sir *John Llewelyn.*

46,191. I think you said that a good deal of land has been in the market in the neighbourhood at times?—Yes.

46,192. Have any large properties been broken up?—Yes, the Alltyrodyn estate, which was a large property; then Colonel Powell, of Nanteos; then there has been a very large amount of land sold by Sir Pryse Pryse, of Gogerddan, quite lately, and also a large amount sold by Lord Lisburne.

Sir *John Llewelyn*—continued.

46,193. Has that been followed by any material alteration in the amount of rent of each farm?—That I could not say.

46,194. Were there many tenant farmers who purchased their freeholds?—I can only answer for my own estate. I have sold a certain number of farms and in each case the tenant has bought his holding.

46,195. I think you said there have been no changes in the nature of increase of rent on your property?—There have been none.

46,196. But you spoke of some alterations in the land having been taken away, would that have been followed by a reduction or modification of rent?—Yes, in a few instances land has been taken for planting, in fact some was taken only a few months ago. Then a slightly higher amount was deducted from the rent of the tenant than the land was actually worth.

46,197. So in every case there was a reduction of rent?—In every case a reduction of rent.

46,198. Fairly commensurate with the amount of the land taken away?—Yes, and that was always settled between the landlord or the agent and the tenant.

46,199. Arising out of that, have you ever employed an agent, or do you always work yourself?—I employ an agent, but I do practically most of the work myself. I see to the rents myself.

46,200. I had meant to call attention to that agreement to which Lord Kenyon has referred. I would suggest to you that it would be worth inquiring whether the existence of such a clause as his lordship has pointed out does not vitiate the whole?—The truth is no one understands the Agricultural Holdings Act here. I confess I do not understand it myself, and there is not a man in this room, I believe, except the Commission, with all due deference to them, who understands what it is.

46,200A. I would commend it to your notice to examine that 35th section very closely, and, further, I would very much commend the attention of everyone in this room to the Act, because the object of the Act was for the protection of the tenant farmers, and I believe that to a certain extent it has operated very well indeed, and done a great deal of good, but throughout Wales we have found ignorance of the Act, and I would strongly recommend that it be the subject of examination—mutual examination between landlord and tenant—by every farmer's club and every agricultural association in Wales. I think it may be amended, but distinctly it is a very good Act as far it goes.

Professor *Rhŷs.*

46,201. Did I understand you to say you encouraged sub-letting. You said something about

Professor *Rhŷs*—continued.

sub-letting on the estate?—I said we had done that in four farms. It has been in cases where there has been an extra cottage on the farm in which a labourer lived, and the tenant has asked to sublet, and has then put up buildings at his own expense, we finding the timber, and it has been formed into a fresh farm.

46,202. Then who lives there, a labourer?—A labourer, who then becomes the tenant of it.

46,203. You mean with a small extent of land?—A small extent of land, yes.

46,204. How about labourers' cottages. Have you enough on the estate, or do you find a scarcity?—In one or two farms there is a slight scarcity, but, as a rule, the labourers are lodged in the farmhouses.

46,205. What proportion would they ordinarily have of labourers and servant men, as they are called?—That depends mostly on the farmer's family. If he has sons he probably employs no labour.

46,206. Where they have labourers they lodge them on the premises?—On the premises, because they pay them less wages, and are able to board them cheaper than they could hire them out.

46,207. That comes to nearly the same thing as having servant men?—Yes.

46,208. When they are on the premises, are they lodged in the out-houses?—In some cases in the out-houses, and in other cases, where the houses are of fair size, they lodge in the farm itself.

46,209. Is that general, do you know. In some cases we have had complaints that the kitchen is too small, and the house of the farmer altogether too small for him to welcome the servant men in the long winter evenings to sit at the kitchen fire?—I do not think that is the case on my own estate. I know of no house that is too small.

46,210. What about the language. Most of your farmers, I suppose, speak Welsh?—Yes.

46,211. Can they all speak English?—No.

46,212. Can you speak Welsh?—No.

46,213. How do you get on with them?—Well, I get someone to interpret, but there are very few who cannot at any rate speak sufficient English for us to understand each other.

46,214. That is your side of it. I understand you to make the general statement that language, among other things, makes no difficulty?—Well, I do not think it does.

46,215. Still, I have some hesitation in considering your evidence quite convincing on that point. From your own side, you think there is no difficulty?—For my side, I think there is no difficulty.

46,216. You have not heard of any complaints?—No.

46,217. Or misunderstandings?—No.

46,218. Your agent can speak Welsh?—Yes, and there are very few of the tenants who cannot speak sufficient English for me to understand them.

46,219. That means, I think, that it would be very easy for you to learn enough Welsh. Did I understand that a payment for goodwill is a well-recognised thing on the estate?—No, it is not, but in the last two instances of farms changing hands I know that goodwill has been paid.

46,220. What do you exactly mean by that? We have sometimes heard it called goodwill when a man was really supposed to be paying for some material advantages—something for stock or for unexhausted improvements; you do not mean that?—It is difficult to decide. I am told by both the outgoing and incoming tenant—by the one that he has received, and by the other that he has paid, a certain sum which represents goodwill and stock. I know what the sum is, but, of course, neither party would be inclined to tell me how much was represented by either item.

46,221. But you have an idea whether it was not rather more than the amount of stock concerned was worth—something more than the amount of the stock?—Yes, certainly, there was something more.

46,222. He might be paying so much a head more than the market value, or something of that kind?—I should imagine that he paid a certain sum extra or what is termed goodwill.

46,223. To grease the wheels?—Yes.

46,224. With regard to the freeholders, the farmers who have bought their freeholds lately, did you say that they regarded it as a good investment. Is that your view?—Well, I presume they would not have bought otherwise.

46,225. We have heard in this Inquiry of a great many influences in that direction; that they thought so much of security of tenure, of being their own landlords, and so on; do not you think other considerations might enter into it?—I do not think so.

46,226. You do not?—No.

46,227. How do your tenants succeed; do they succeed in the same family?—They succeed from father to son. There are only a few that have not done it in that way.

46,228. What becomes of the farmers' sons in this neighbourhood, supposing there are rather more than can be employed on the land. What do they take to generally?—A good many of them go into the Church, but as regards the depopulation of the neighbourhood—of the county altogether—the reason that the population decreases is that the men can get better wages at the works in Glamorganshire than they can here. That is the reason of the depopulation of the agricultural districts.

46,229. You do not think that some of them are driven away by the nature of the accommodation for the labouring classes?—No, they follow the wages.

46,230. We have sometimes heard that suggested, and that the lack of a reading room or any kind of place of entertainment or amusement in the evening in the neighbouring village tends to make them go elsewhere?—I do not think so, because I was asking a farmer as regards labour the other day, and the farmer told me that the labour had been more abundant

Professor *Rhŷs*—continued.

last winter because the wages at the works were lower, and not so many men were required.

46,231. Where would you suggest light railways in this county. You touched on the question of light railways?—Well, I would suggest Aberayron and New Quay, and some of the coast places.

46,232. From where?—From here.

46,233. From Lampeter to Aberayron?—Yes, from here to Aberayron for one thing, because we would then touch the seaboard, and be able to get lime and coal much cheaper, and it would, of course, reduce the rates in our railways. The reason of our high rates is the fact that from Carmarthen here two railways are run. The Great Western bought up a small railway from Carmarthen to Llandyssul. They work that as a separate undertaking, and from Pencader (which has been referred to already) to this place is a separate railway again. Therefore almost any goods that come into Lampeter run over three railways, each of which has to get its profit, and a small parcel coming from London here costs as much to come from Carmarthen to Lampeter as it does from London to Carmarthen.

46,234. I leave that to my fellow Commissioners, that is a question that ought to be considered I think. You suggest that one light railway from here to Aberayron, and then from Aberayron where?—Well, all down that coast there is no communication. It might go to New Quay. Then there are other places further down the coast, such as Penbryn. In fact there is no communication right through this county. Our railway runs exactly on the borders.

46,235. It runs through that dreary upper part of the valley of the Teify, does it not?—It does. It runs on the borders of the two counties.

46,236. You said you spent 20,000*l.* odd in repairs and drainage. I did not quite catch in how many years?—In 22 years. I have the accounts only from 1872. I was unable to obtain earlier accounts.

46,237. I do not recollect whether you put in the rental, or whether you wish to?—I put in the rental. The rental was just under 3,000*l.*

46,238. What does it come to then annually—what percentage of the outlay on repairs and drainage?—The average is, on the repairs only, without the drainage, 779*l.* a year.

46,239. And on the repairs and drainage, or on the drainage itself, what is it?—You can work it out from this. It is nearly a third—nearly 1,000*l.* a year.

46,240. Is that at all in consequence of the buildings having been neglected in some period previous to that?—That I could not say.

46,241. Were the buildings in a very bad state at the beginning of the period that you have taken?—I could not say.

46,242. You see that it seems a large expenditure, but it makes a difference whether the buildings were found in a very bad state. We have heard of an estate where every penny has been spent in repairs for the last year or two, but it is acknowledged there that the buildings were in a very bad state before. You do not know about that?—I could not tell.

Professor *Rhŷs*—continued.

46,243. You seemed to assume just now, as the Chairman noticed, I think, that the land court would protect the bad tenant?—Yes.

46,244. But I should imagine that it could not protect the bad tenant any more than it could protect the bad landlord?—I do not see in valuing, how a valuer could go back and say what condition the farm was in when the man took it over, and if the valuer went when the farm was in a thoroughly bad condition, and the land run out, he could only say it was worth a very low rent.

46,245. Well, how could it be valued any better now by private people. You have occasion to value such things now?—Either the owner or a land agent would probably have a very good idea of what that farm was when the tenant took it, but an outside man would not.

46,246. But surely the outside valuer would have to take all the means that he could get at his disposal of finding out the true value; do not you think so. No Land Court constituted in this country could shut its eyes to that. It is scarcely conceivable that a State official would ever shut his eyes to that?—You see in the case of a very run-out field, it is very hard to imagine that that was ever in a thoroughly good condition. It is much easier to imagine that it has always been bad, and has perhaps got a little worse.

46,247. That is the difficulty altogether of valuing, but I mean that if a court were constituted, or if the county court had the power, or any other body had the power of appointing men to value, there are plenty of excellent valuers in this county—we have met, I should say, half-a-dozen since we began sitting on this Commission—I think I see one or two in this room now who could be entrusted to do justice in that. Do you not think so?—I think it more likely that a fair rental would be arrived at between landlord and tenant than with any outside influence myself.

46,248. But that would surely be done still in a large proportion of cases; this would only be in cases where they failed to agree?—In that case I think that the bad tenant would get more advantage, and the good tenant would lose. That is a matter of opinion, of course.

46,249. I confess I do not quite see that.

Mr. *Richard Jones.*

Before you go any further, may I make a suggestion which may help you and also Mr. Harford. I would suggest that it might be provided that a report upon every farm should be made when the tenant went into it, and every field scheduled.

Professor *Rhŷs.*

46,250. Exactly.

Mr. *Richard Jones.*

46,251. That would, perhaps, meet the difficulty that has been suggested by Mr. Harford.

Professor *Rhŷs.*

46,252. I think even now that if there is to be any valuation at any time between landlord and tenant, there ought to be a record of the state of the land when the tenant comes on it, and that it should be taken into account when the valuation is made, whether there is a court or not.

Witness.

46,253. I may state that we have in the office here the valuation made in 1864, and it was a field to field one.

Mr. *Grove.*

46,254. I suppose you consider there is very general agricultural depression at the present time in nearly everything ?—Generally speaking, yes.

46,255. Would you confirm what we have heard in numerous cases, that there is a great deal of agricultural depression ?—I think that here farmers suffer rather less than in England, because they go in for so many things. It is not one style of farming only—and one thing that has helped farmers here has been pigs, which have been very high. Then as to horses, though a gentleman here to-day stated that they have been 10*l.* lower, still, I think, as I know he got a very good price for his horses about a month ago, I daresay others have too, and horses are fairly high. They may be a few pounds lower this year, but the general impression is that they are going to be high this year, at any rate the dealers are bidding high for them now.

46,256. You make abatements, I think, on your rents, you stated ?—Yes.

46,257. There is no permanent reduction ?—No.

46,258. Do you give notice when you make abatements ?—Yes.

46,259. What length of notice—a month or so ?—Yes, over a month it was last time.

46,260. Then you sold some farms on your estate some time ago ?—Yes.

46,261. And we were very glad to find that they were sold to the sitting tenants. How was the sale effected, by auction, or by private agreement ?—By private agreement. The present sale I am referring to was by private agreement, but I sold some land near Cardigan by auction, and I think, excepting in one instance, it was all bought by the tenants; in that case it was by auction.

46,262. I think you said that if there were leases there would be no abatements ?—Yes.

46,263. That abatements would be on the yearly rentals, and not on the leases. Now we have had several cases where abatements have been given by the landlord, where the land has been held on lease, just the same as when it was held on yearly tenancies. We have had several cases of that kind ?—I refer to that because I have some property in Gloucestershire, and I was asked for short leases, because it was a fairer way of settling the rent, and because it would imply no abatement; therefore I gave six years' leases there.

Mr. *Grove*—continued.

46,264. In answer to Professor Rhŷs I think you said that a great many sons of farmers went into the Church ?—Yes.

46,265. Do you think that the expenses of going into the Church and of their education at college, and so on, are paid by their own brain power principally, or by money that the parents have saved from agriculture ?—It is a very hard question to answer.

46,266. I suppose it may be a bit of each ?—Yes, very probably.

Mr. *Seebohm.*

46,267. I do not wish the question about the Land Court to be misunderstood. As I understand you, what you mean is that if a farm had to be valued by a Land Court they would be obliged to value it at the time at which it came before them ?—Yes.

46,268. And for this reason, that the letting value of that farm is its future, not its past ?—Yes.

46,269. And, therefore, if two farms come before the Land Court to have the rent adjusted, the one farm which had been run out actually as a matter of fact, would be of less value than the other, and, therefore, the rent must necessarily be placed at less than the other. Would not you say that that was so. Have I made myself clear ?—That is one way of looking at the question. Another way of looking at the question is this. Would, on the other hand, the tenant not be expected to farm that land better and bring it back to its proper value, or would you, by allowing this bad tenant to place his farm before a Land Court, lessen the value of your property for ever, and have to continue that tenant to further reduce the value of the land.

46,270. My point was this. Suppose two farms came before the Land Court, what a Land Court has to do is to fix the rent for the next seven years for whoever is the tenant. It may be a new tenant coming in; let us take the case of a new tenant coming in, that new tenant must have a rent fixed according to the actual value of the farm, and not according to what it ought to have been if his predecessor had done what was right ?—On the other hand, a tenant with capital would pay the original rent on the understanding that he would not be disturbed, and he would be able to bring back the farm to what it was before being run out by the present tenant, whereas if there was a Land Court he would get it at a reduced rent, and only for seven years, and if he in that seven years improved, I presume the landlord then would have the same opportunity of bringing the farm before the Land Court, and the Land Court would then raise the rent on the tenant's improvements.

46,271. There is one other question I wanted to ask you. You said that when the buildings were erected without consent there was no right to compensation ?—Yes.

Mr. *Seebohm*—continued.

46,272. Strictly, according to the Agricultural Holdings Act, it may be so, but the Agricultural Holdings Act reserves all previous rights. That means that it leaves the tenant exactly where he was before, without such an Act. Now, the question I want to ask is this. In case a person had erected a building on your land with your verbal consent, do you not think that if he died the next year it would be a very hard case, simply because there was nothing in writing, that he should be debarred from having equitable compensation for improvements?—When I said no right, I meant no legal right. As a matter of fact, in a case of that sort, we should, I presume, pay ourselves, but in regard to change of tenancy, a case occurred the other day of that kind, and on that occasion the tenant had without leave put up a back kitchen; that was paid for by the incoming tenant in that way.

46,273. In the case of haulage, if a man died just after executing a large amount of haulage, you would probably think that it would be equitable that he should be in some way compensated for it?—That would be a different question altogether.

46,274. There are many cases in which landlords have said that they have thought it was equitable to make some arrangement?—It has never occurred, so I cannot say.

Mr. *Richard Jones.*

46,275. To pursue this matter of a Land Court: say a tenant enters into a farm that is worked out, and he improves it during the seven years that he is in it; you say that the Land Court would really raise the rent on improvements made by himself?—I presume so. At any rate I suppose that if the tenant has the right to bring his farm before the Land Court, the landlord has an equal right to bring the farm before the Land Court.

46,276. Yes; but I am assuming, and I suppose it is right to assume, that there will be certain statutory conditions attached to the establishment of a Land Court; that is that the tenant should fulfil his conditions, and the landlord should fulfil his. If the tenant failed to fulfil his conditions, if he allowed the farm to become dilapidated or deteriorated, then the landlord would obtain compensation. On the other hand, if the tenant had improved the farm, and if he had terminated his tenancy, he should be paid compensation for the improvements which he had made on the farm?—That in theory would be correct, but I have never yet heard of any compensation being paid to a landlord.

46,277. You know that landlords put in a claim for dilapidations?—I have never heard of their getting it.

46,278. Not under the Agricultural Holdings Act?—No.

46,279. We generally find that when a tenant puts in a claim he generally gets a counterclaim. We know that?—I have never heard of it.

46,280. You have not?—No.

Lord *Kenyon.*

46,281. You said the Act was not operative in this district?—It is not operative, it is true.

Mr. *Richard Jones.*

46,282. I will say the same as Sir John Llewelyn with respect to that clause of yours, contracting out of the Agricultural Holdings Act. The Act provides that where a scale of compensation is inserted in an agreement, it may be taken in substitution for compensation under the Act, but you are not allowed to contract yourself out of the Act, only out of the 33rd section?—That I was not aware of till, in fact, about a week ago.

46,283. If you are in any way anxious for the good traditions of your estate, I would advise you to have that expunged from the agreement, most certainly. Now, you say that penalising clauses are never enforced; is that so?—They never have been enforced.

46,284. Is it because the restrictive clauses are always observed?—No, they are not observed.

46,285. What are the restrictive clauses that would be inserted in agreements?—Restrictive clauses regarding the sale of corn, straw ——

46,286. Straw?—Yes. Straw and hay, and as regards the ploughing up of grass land, I do not think there are any others—yes, there is this: "Ploughing up of grass land; a further "rent of 5*l.* for every ton of hay, straw, stub-"ble, turnips, green crop, fodder, or manure." All those are sold by tenants, and no penalising clause is enforced.

46,287. They could sell without making any application for permission?—Yes.

46,288. I suppose you would say that these restrictive clauses are inserted as a protection against a bad tenant?—Yes.

46,289. You would have no objection to the establishment of a Land Court as a protection against a bad landlord?—No, I should not, but I think that the landlords would do far less for their tenants if they were in any way tied down by any Land Court.

46,290. But you will admit that there are bad landlords, I suppose?—Yes, I will admit that there are bad people of all sorts.

46,291. You say that small farmers do better in depressed times than large farmers?—Yes.

46,292. That is because they eke out a living by working as labourers?—Yes, in many instances, or in some cases also by hiring out a horse and cart, for instance, hauling too.

46,293. Do any of them go on the roads to labour as casual labourers—those on small holdings?—I have never heard of any.

46,294. Do you think there is a reluctance among farmers to go out to labour, simply because of the status of a labourer?—I really do not know.

46,295. Is it possible? Many farmers probably might think that labouring might be more remunerative, but would object to the status of a labourer, and consequently cling to their farms?—It depends so much on what you define as a small farmer. I know many labourers on my own estate, who have, perhaps, five or six

Mr. *Richard Jones*—continued.

acres. Those are regular labourers, and go out. There are others with rather a larger amount of land who do occasionally go out as labourers.

46,296. We will say a place about 40 or 50 acres?—I should say that that man would not care to go out as a labourer.

46,297. You say that no interest is ever charged on repairs which have been effected by you on your estate?—Yes.

46,298. You are not prepared to speak with respect to other estates?—No, not at all. I only speak for my own.

46,299. We have heard here to-day that interest has been charged on repairs?—I speak solely for my own estate.

Mr. *Griffiths.*

46,300. Do you only speak for your own estate?—Only for my own estate.

46,301. Do you always make an allowance when land is taken away for either building or planting?—Yes, building or planting.

46,302. Do you also make an allowance for the rates on that land?—Yes.

46,303. I shall not go into this Land Court question much, but would it not be the basis of the Land Court, in the first instance, to see what the position of the farm is. Once before the Land Court, every single item, I should say, on the farm would have to be put on record, and from that you could always see what the farmer has been doing, whether he has been improving his land or disimproving it?—My impression is, that it is the bad tenant who would go before the Land Court, and that the good tenants would gain an advantage, and would, if they went, lose.

46,304. I think you said just now that tenants would put up the buildings, and the landlord find the timber?—That was in these four instances where the holdings have been cut up.

46,305. Not on the whole estate?—Not on the whole estate, no. All the buildings are done by us, except in these four instances, which are instances of sub-letting.

46,306. Then you are in favour of labourers having a plot of ground to keep a cow?—Yes, where it is possible to give it them.

46,307. Have you any on your estate?—Yes a great many.

46,308. How do they do; do you consider that they do better than those who live in cottages without any land?—Yes, much better.

46,309. Do you think it would be an inducement to keep agricultural labourers in the district if they all had these plots of ground?—Yes, I think it would be a very great inducement.

Mr. *Griffiths*—continued.

46,310. With regard to abatements, is a farmer in this district able to get his rates reduced when you give abatements of rent, and not permanent reductions?—That I do not know. My agent says no.

46,311. We have found in the majority of places that we have been in, that they do not. How long have you given abatements?—Since 1885.

46,312. That is a good while, too; a farmer would have saved a good bit of money in his rates if he had had that as a permanent reduction?—Yes.

Lord *Kenyon.*

46,313. I think you gave it every year since 1885?—There was one year, I think, we did not, and then in one it was only half a year.

46,314. It would not be quite continuous?—No.

Mr. *Griffiths.*

46,315. Then with regard to agricultural experiments, I think you said that some had been tried on your farm?—Yes.

46,316. Can you give me the results—has it been a success?—Well, it was last year. It was on grass land, and it was not a very good year for trying it, so that I do not know that the result is of much use. The same experiment is being carried on this year, and I hope will be of more use.

46,317. You think it is a good thing to try these experiments?—Oh, yes.

46,318. In order to enable farmers to see——?—To see what manure pays best.

46,319. You say that farmers do not insure their lives. Why do they not?—That I cannot say. I asked the question to try and find out, but I have not heard that they do. The labourers are insured very often in the Foresters; they belong to the Foresters.

46,320. I recommended a farmer yesterday to insure his life, because he lived in a very bad farmhouse. I suppose the houses here are pretty good on the whole?—Well, I consider them so.

46,321. Then, with regard to farmers' sons who go into the Church and into other professions. Do you know whether they at any time pay back the money expended for their education?—That I could not say. I do not know. Of course, if I did say anything it would be mere hearsay. I know nothing.

Lord *Kenyon.*

46,322. I think we may take it that your idea of a land court is that it would be a place to which a bad tenant would go to get himself fixed on his holding?—Yes.

The witness withdrew.

Mr. Thomas Hughes called and examined through an interpreter.

Lord *Kenyon.*

46,323. You have a statement which I believe has been read through to you by Professor Rhŷs, and which you say is correct?—Yes.

The following statement of the witness was read:—

See 48,509 and 48,542.

I live at Pendre, Ysbytty Ystwyth, in the county of Cardigan, and am a farmer. In the year 1852 I rented the farm of Erwtomau (166 acres in extent) of Mr. James Rowlands, at the annual rent of 30*l.*, together with a sufficient quantity of straw to thatch the corn for the winter, the erection of pigstyes, and payment for cartage towards the buildings. I found the dwelling-houses, one propped up with timber, the barn also practically in ruins, and the rest in a very bad state of repair. The place appeared an extremely poor one to think of making a living upon it. There was not even a yard of any kind of hedge. A large portion was very wet, and gorse covered the greater part of the land. For several years I sowed corn without even getting as much as the seed returned, but after I had commenced improving the farm, and using lime, manure, and guano, it returned the seed. The farm for the first two years maintained two small horses and six horned cattle. The place was gradually improving, and I was beginning to make a living and getting some of the expense refunded, when I received a notice from my landlady (Mr. Rowlands being then dead) that I must pay an increase of 10*l.* in the rent. I was foolish enough to take it at 40*l.*, and without any straw to thatch the corn being allowed. Four tenants had tried to carry on the farm before me, but they only remained 10 years between them, and each one of them had taken all he could out of it before leaving. I improved the dwelling-house by rebuilding the pine end with stone and mortar, flagging the floor and boarding the loft. The whole cost me 72*l.* The barn I rebuilt entirely, with a wall. I laid a thrashing-floor of boards, with both ends flagged, with stone bought at Aberystwyth. This cost me 52*l.* I made a stable sufficient to keep five horses, including proper stalls, a loft, and stone paving; the whole cost me 31*l.* I erected a shed (14 yards long, 8 yards wide, and 5 yards high) of stone and mortar, carting the stones from the quarry myself, and roofed with zinc. It had a loft above to keep hay, and divisions in the floor to put calves and colts. This cost me 62*l.* I also built two other sheds for young calves. Those were boarded on the sides and covered with zinc, and cost me 10*l.* I also erected a boiler-house, with an oven in it. This was built of stone and mortar, and the timber of oak, and cost me 20*l.* I also expended 12*l.* in building pigstyes. I also erected two cart-houses, and a place to keep a trap, at the cost of 20*l.* I planted half an acre of land near the house with larch for shelter, and they are growing splendidly. I carted annually from Aberystwyth, some nine miles away, between 15 and 20 tons of lime, for which I paid 15*s.* per ton, also about 5 tons

Lord *Kenyon*—continued.

of guano. The aggregate value of these I estimate as follows:—

	£	*s.*	*d.*
Lime - - -	150	8	0
Cartage - -	110	4	0
Guano at 4*l.* per ton - -	560	0	0
Cartage - -	70	0	0
	£890	12	0

I also drained the wet land and paid for cutting 765 perches of drains 4 feet deep at 1*s.* 6*d.* per perch, also for stones for filling up the same, and for pipes. The stones for filling up and the pipes cost 2*s.* per perch, the whole expenditure, at 3*s.* 6*d.* per perch, amounting to 134*l.* 2*s.* 6*d.* I expended 35*l.* 7*s.* 6*d.* to set up a pool for threshing, chaff-cutting, churning, &c. I left on the farm 22 swing gates and substantial oak posts whole worth about 16*l.* When I left I had fields well laid down with clover seeds. I had to leave the farm because we were told it was too cheap, and it was refused both to myself and to my children. I offered 50*l.* for it, but I was told that I should not have it. I offered also to pay one year's rent in advance so that I might try to get some of the expenditure refunded but without success. I occupied the farm for 30 years and paid the rent every time. The landlady did not incur any expense on the buildings, nor on improving the land, and yet I was turned out unmercifully by her. My son went twice to Birkenhead to see her on the matter, but in vain. During my occupation of Erwtomau I spared no effort whatever to improve the farm, and when I left I had six horses, plenty of corn and hay, and a good number of cattle, and the farm I thought was worth seeing, for, having been drained and well tilled in every respect, it yielded a satisfactory return. I afterwards got a farm under Lord Lisburne, doubtless, because I and my family had succeeded in improving Erwtomau in such a manner.

James Rowlands of Troedrhiwlwba, Penllwyn, Aberystwyth, was my landlord, and the present owner is one of his daughters, namely, Mrs. Kate Jones, the wife of the Rev. W. R. Jones (Goleufryn) Holyhead. The present tenant has been there for 13 years, and he is now reaping the result of my labours and expenditure. I was a large timber merchant at the time, doing extensive business in this and other counties. I used to buy 1,500*l.* very often, annually, of timber, and all my profit as timber merchant for 30 years I sunk in the farm. In addition to starting there with 500*l.* all went into the farm. I had to leave penniless. I had several prizes for farming.

In addition I put up 835 perches of hedges at 3*s.* per perch, and 835 perches of wiring at 6*s.* per perch, which are to be seen there now. (*Receipted bills produced.*) I also erected another shed 6 yards in length by 6 yards in width and 5 yards high.

Lord *Kenyon*—continued.

46,324. Is Mrs. Jones a large landowner?—She had only one place when I was there.

46,325. Why did you spend so much money on the place?—I went there when I was 25 years of age.

46,326. You spent a large sum of money without any substantial agreement. Had you no promise at all with your landlady?—The landlord under whom I took the holding was a very good one. He was a good practical farmer himself, and would do me no wrong.

Mr. *Griffiths.*

46,327. Are we to understand that the dwelling-house was in a very bad state of repair when you took the farm?—Yes.

46,328. You were then under a good landlord?—Yes, but the house was in a bad condition when I took it.

46,329. So that you had no chance of getting it renewed?—My landlord died within the first half year that I took the farm.

46,330. Was your landlord ill when you took the farm?—Yes.

46,331. I understand that you had been a timber merchant. Were you in the habit of buying goods?—Yes.

46,332. Did you not have agreements with those you purchased timber from?—Yes.

46,333. Why did you not have an agreement with this landlord when you took the farm in the same way?—If he had been alive I should have had it.

46,334. But he is dead now?—Yes, he died during the first six months I was there.

46,335. Why did you go and spend so much money without an agreement?—I did not receive one.

46,336. But did you apply for one?—Yes, I asked after his death several times for an agreement.

46,337. What induced you to go and build without an agreement?—When the house was falling down I had either to build or to leave.

46,338. Then after you had made all these improvements you had to leave the farm?—Yes.

46,339. Why?—There was too much profit in it; it was too cheap.

46,340. Did the landlady make any improvements and lay out any money herself?—No, not at all. She was only between six and seven years of age when I took the place.

46,341. Do you consider that this advance of rent was made entirely on your own improvements?—Yes, certainly.

46,342. You say you were turned out unmercifully, how do you explain that?—Because I was obliged to leave, and failed to get the place either for myself or my children.

46,343. Did you beg to remain in the old place?—Yes, and I also offered a higher rent.

46,344. But she would not hear of it?—No.

46,345. At what rent did she rent the place after?—I do not know.

Mr. *Griffiths*—continued.

46,346. But you do know that you left the place penniless?—I had no money when I left the farm.

46,347. Then if you had no money how could you remain there?—The place had been put into such good condition.

46,348. But you could not carry on the farm if you had not any money?—One field would pay the rent if I was allowed to remain there

46,349. I suppose you meant you had not a penny over the value of the stock?—Yes.

46,350. Would it not have been a good thing if you could have purchased the holding?—Yes.

46,351. And if the Government were to advance the money at a low percentage during the time you had been there you would have bought the farm and paid for it, I suppose?—Yes, I would do so if I had the chance. They would not get me to leave in that way again.

46,352. What do you consider was the value of all your improvements, putting the whole together?—I do not know, indeed. All my hairs became grey there, and I sweated hard there.

Mr. *Richard Jones.*

46,353. Who is the present tenant of Erwtomau?—His name is John Evans.

46,354. What rent does he pay now?—I do not know.

46,355. What year did he enter the farm?—1882.

46,356. Was it in 1882 that he offered 50*l.* for it?—Yes.

46,357. Did the state of the market justify such an advance in the rents?—The ground is as green as this table; it is all gorse; more than half of it was gorse.

46,358. Which do you find the most profitable, timber merchant or farmer?—Timber merchant.

46,359. Why did you not stick to it and leave farming alone?—I was fond of land.

46,360. Do you find the people generally have a liking for land?—Yes, I think everybody is fond of land; I can speak for myself at any rate.

46,361. And owing to your bitter experience you think it is necessary to have some law, if it is possible to devise one, to protect people from outbidding each other?—Yes, we want one to-day, and I hope the Commissioners will see that there is fair play for the tenants, and draw up the law.

Mr. *Seebohm.*

46,362. When you went you said you had nothing left?—I had very little.

46,363. You said the rent was too high?—No, not at that time.

Professor *Rhŷs.*

46,364. For how many years did you have the farm at 30*l.* a year?—I think it was after four years that I had an increase.

Professor *Rhŷs*—continued.

46,365. How many years did you hold at 40*l.*?—I was there 30 years, and I was there 26 years after the four years.

46,366. That is altogether 30 years?—Yes.

46,367. You said you sunk about 890*l.* in that land?—Yes.

46,368. Suppose you take an average of that for the 30 years you will find it to be under 30*l.* a year?—Yes.

46,369. Supposing we add that 30*l.* to the 40*l.* you were paying in rent, that makes about 70*l.*?—Yes.

46,370. That would be somewhat the same as if you were paying 70*l.* rent and the landlord doing all things for you?—Yes.

46,371. How many acres had you?—I think it was 166.

46,372. What sort of land was that?—There was very little land without gorse over it.

46,373. Was it good land?—No, it was not. It was about nine miles from Aberystwyth.

46,374. I know some good land more than nine miles from Aberystwyth?—You do not know anything about it beyond the nine miles from Aberystwyth, Aberystwyth and Pontarfynach.

46,375. Indeed I do. Do you consider it is the worst kind of land that produces gorse?—There are two kinds of gorse, very small gorse growing close to the ground, and the other tall gorse.

46,376. You were paying according to that rough calculation about 70*l.* a year on an average during your tenancy for 166 acres?—Yes.

46,377. You do not consider that usually a very high rent, do you?—Yes, a very high rent about there.

46,378. What are the rents of the farms about there?—Pretty well the same.

46,379. About how much an acre do they pay?—Something like from 10*s.* to 15*s.*; some 5*s.*, and some 10*s.*, and some 15*s.*

46,380. I thought you said just now there was some good land on that farm. One field would pay the whole rent you said?—Yes, after I had improved it.

46,381. You were there 30 years?—Yes.

46,382. You had some of the profit from the land, surely?—Very little; as I received a little money I went to the gorse and cleared it, and farmed the land.

46,383. Was that gorse that was useful as food for the horses?—No, only for burning.

46,384. Does your landlady know that you are giving this evidence here to-day?—I do not know.

46,385. You have not given her notice?—No.

46,386. You know that she belongs to a highly respectable family of Nonconformists in this county?—Yes.

46,387. Would it not have been fair to give her notice of this evidence?—I told her several times that I should be sure to say it when I had an opportunity, and I should say it at the Day of Judgment against her, and I am not afraid of saying that.

Sir *John Llewelyn.*

46,388. Is the Reverend Mr. Jones a Nonconformist minister?—I do not know.

46,389. Do you know whether Mr. James Rowlands was a Nonconformist?—He was a Methodist.

46,390. Do you suggest that religion had anything to do with his eviction, and being turned out of his first farm?—No, nothing.

46,391. Who is the present tenant of Pendre?—I am.

46,392. Is that Lord Lisburne's property?—Yes.

46,393. You have been there 13 years?—Yes.

46,394. Ever since you left Erwtomau?—Yes.

46,395. Who is the present tenant of Erwtomau?—John Evans.

46,396. What rent is he paying?—I do not know.

46,397. When he was prevented from carrying on the farm in spite of offering 50*l.* was it let at an increased rent or not?—I do not know.

46,398. Do you think that 560*l.* worth of guano in 30 years was suitable for the land?—I know it was.

46,399. How much would be the unexhausted improvements of the 560*l.*?—In 30 years.

46,400. Yes, at the end of the 30 years?—There would be nothing.

46,401. Then you claim nothing for the unexhausted improvements in respect of guano?—What you ask is this, is it not? Would there not be some of the manure in the land at the end of the 30 years?

46,402. Yes?—Not of the first manure applied to the land.

46,403. How much was the unexhausted value when you went out?—As much as I put in the land during the last seven years was good.

46,404. How much?—I put from four to five tons every year.

46,405. It is 4*l.* a ton. Did you make any application for that money when you lost the farm?—Yes, I asked her several times.

46,406. In writing?—No, only in her uncle's house—her mother's brother.

46,407. Where was that?—Abercwmdolau.

46,408. Did you get any compensation?—Not a brass penny, only he told me to go away, it was too cheap.

46,409. Have you any security of tenure where you are now?—Yes, I have an agreement.

46,410. Is that a lease or a tenancy from year to year?—I wired five miles of land there again.

46,411. Have you any security for your outlay, I ask?—No, I have not, only I came down here to-day faithfully in the hope that I should have, when I go away from there, if they send me away.

46,412. I understand you have not got a lease, but a year to year tenancy. Which have you?—A yearly tenancy.

Lord *Kenyon.*

46,413. There is a question by Mr. Vincent. "You seem to have liked getting a farm under "Lord Lisburne. Are you satisfied with him "as a landlord"?—I have only one fault to find with the landlord.

46,414. What is that?—He lets the land at too high a rent per acre.

Professor *Rhŷs.*

46,415. What is the rent per acre you pay now?—10*s.* 6*d.*

Lord *Kenyon.*

46,416. Thank you for your evidence?—And I thank you very much. Let us have a law so that we can live, and that pretty soon.

The witness withdrew.

Mr. Daniel Jenkins called and examined.

Lord *Kenyon.*

See 48,715–48,849 and 73,330–73,542.

46,417. Are you residing in the Vale of Aeron, and a schoolmaster under the Llanfairclydogau School Board?—Yes.

46,418. Will you kindly give your evidence?—My Lord and Gentlemen, I am a tenant farmer occupying 80 acres in the vale of Aeron. at an annual rental of 75*l.*, and also a schoolmaster under the Llanfairclydogau School Board for the last 15 years. I have been desired by the central committee at Lampeter to give evidence respecting the Llanfair estate, comprising about 2,200 acres of arable, pasture, and mountain land, owned by William Jones, Esq., of Glandenys, since the year 1868, and formerly by the Right Honourable Lord Carrington, who was extremely popular and never interfered directly or indirectly in any way with his tenants.

46,419. That was the father of the Chairman of this Commission?—I think so. The farms are held under a yearly tenancy, subject to what I consider restrictive agreements, and a copy of which is produced with a letter accompanying the same for your inspection. I am sorry I could not get a printed copy for the Commission. It waives the advantages offered by the Agricultural Holdings Act, 1883 (England). The agreement, in duplicate, is sent to the tenants, and desired to be returned, signed and enclosing remittance for stamps upon agreements. The rent varies from 2*s.* 6*d.* (mountain land) to about 27*s.* an acre. No doubt the rents are too high during these hard times. I do not know whether representations have been made to the landlord to that effect, but it is often said by the tenants that they could not meet present demands if they had not lived and prospered under a less exacting "Mistir," and better times. One of the tenants, who served under both, and who felt the change acutely, used to say,—to put it in his own words, "Dian i! own i wedi meddwl mai fi piai "fe—dim ond mynd a 'chardod' fach i Lambed "bob hanerblwyddyn." In 1869 (or thereabouts) the rents were raised. (*a.*) By amount of one moiety of tithe rent-charge. Formerly this was included in the rents as apportioned, and amounted to 50*l.*, more or less. (*b.*) Subsequently, I find rents were re-arranged under a valuation, and in some cases an advance was made of from 20, 25, and 30 per cent. I am sorry I cannot compare the rents, as the Collector of Income Tax refused a list of rents when asked by myself, and I did not care to trouble the tenants with reference to it. In some cases

Lord *Kenyon*—continued.

occasional abatements have been made of from 5 per cent. to 10 per cent., but as it is not made to all the tenants there was seeming preference shown, thereby exciting jealousy among the tenants. Land has been taken away from farms for landlord's use, but no corresponding reduction was made in the rents. In one instance I have heard a tenant say (not now on the estate) that it would have been preferred to make a 10*l.* increase and the farm kept intact. Another instance of a piece ($\frac{1}{2}$ acre) of land being sold for a school site for the exorbitant price of 140*l.* an acre. The estate on the average cost about 16*l.* an acre. When the school was built the landlord refused stones for the building. The school is in the middle of his estate. No reduction whatever was made to the tenant, but says if it had been presented to the parishioners he would have had no ground for complaint. Where farms have been vacant instances could be given of Churchmen and Conservatives being preferred for the tenancy, when some of the best old tenants were desirous to secure the same. But in one instance a vacant farm was let to a Nonconformist, who is the Sanitary Inspector for the district, and in my opinion the inference is obvious.

46,420. It may be obvious to you; what is the inference?—He is the sanitary inspector for the district, and there may be bad buildings on the estate.

Mr. *Richard Jones.*

46,421. Bad houses would it not be?—Yes buildings, but I take your correction. There is no security of tenure. When the 29th of September is approaching the chief topic of conversation is: "Well, who will get a blue paper "this year"? Every year it is looked forward to with dread. One tenant, who has been on the estate for about 26 years, has had no less than eight notices to quit. Other have had many. This, with the lordly manner of the one who serves the notices, keeps the tenants in a state of uncertainty and terror every year. The buildings, especially the out-buildings, on some of the homesteads are very poor, and give no encouragement for improvement in the breeding of stock. Cottages are scarce, and what there are are only poor. Where new buildings are erected no allowance is made for haulage, and in some cases great inconvenience is experienced by the tenants while the work is carried on. There is one instance of one of the best tenants and his

Mr. *Richard Jones*—continued.

family having had to live for months in the stable and other places during the building a very large dwelling house, but as a recompence he was served the following September with a notice to quit without assigning any reasons for such awkward proceedings. When asked for an interview *re* farms, &c., the landlord is "unapproachable." There is one or two who are they say the only persons favoured with an audience, and that everything must be carried out according to their instructions. These persons never allow an opportunity to pass but that they make these declarations, whether fancied or real I cannot say. These employés, who assume such authority, I venture to say, do a lot of mischief with regard to the relations of landlord and tenant. Tenants as a rule never attend a political meeting except in the Conservative (Unionist, beg pardon) interest. When in the Liberal interest the meeting is graced by the presence of one or two special reporters, who serve as a scare to those who would like to hear both sides. There is also a questionable mode of canvassing in vogue at election times, and after the election the names of those supposed to have voted contrary to their wishes are circulated. There is a splendid set of tenants on the estate and they are very industrious. The children in most cases work hard without pay, but they (the tenants) are in a state of servility; they do not feel sufficiently free to act independently in any public capacity—school boards, for instance. They are under the impression that it is to their advantage: (*a*) to put up at a particular hotel; (*b*) to buy their coal, lime, &c., with a particular merchant; (*c*) to grind their corn in a particular mill; (*d*) to attend a particular place of worship (if any); (*e*) to vote for a particular candidate in the different elections; (*f*) to deposit (if any) at a particular bank. Game and rabbits are preserved on the estate. Not much damage is done by game, but rabbits do great damage to the crops and entail extra labour in keeping the hedges in repair. The gamekeeper refuses to kill them when asked by the tenants, and by agreement the Ground Game Act is a dead letter. Anyone carrying a gun is marked, &c. About three miles of fishing is guarded by the following notice boards:—"Any "person found trespassing on my lands will be "prosecuted"; note the possessive pronoun. When improvements have been made at the chapel (Independent), by erecting a wall and railing, the deacons incurred the displeasure of the adjoining landlord, and are called names. The chapels were not sold with the estate in 1868. Sanitary accommodation for the chapel has been made two years ago, and has been at the carpenter's place waiting removal ever since, but the chapel officials are actually too much afraid to have it put up.

Lord *Kenyon*.

46,422. You speak for this one particular estate?—Yes.

46,423. The estate of Mr. William Jones, of Glandenys?—Yes.

Lord *Kenyon*—continued.

46,424. You say there is a notice board "on "my lands." You do not dispute his possession of them; they are his lands?—Quite so.

46,425. You say a list is circulated. Have you seen such a list?—No.

46,426. How do you know of its existence?—Well, we hear the names given.

46,427. It is hearsay?—Yes.

46,428. Who are the special reporters, newspaper reporters?—No, I do not suppose they would be.

46,429. Who?—Employés of the landlord, people in his employ.

46,430. What is the questionable mode of canvassing?—Well, going about with books and taking the names down.

46,431. I suppose both parties canvass, do they not?—Not in that place.

46,432. Is there no canvassing done in the Liberal interest?—Not to my knowledge.

46,433. And yet the Liberal candidate is returned at the general election?—Yes.

46,434. I see in this agreement, "the tenant "shall grind all the corn raised on his farm at "Llanfair." That seems rather a peculiar agreement?—I think so too.

46,435. Is that acted upon, do you know?—I believe they are under the impression that it is to their advantage, as I put it.

46,436. As a matter of fact they do take their corn there?—Yes, mostly.

46,437. Is the mill in the occupation of the landowner?—No, it is occupied by another tenant. You will notice all the corn grown on the farm must be ground; they cannot give it to the cattle whole, or in the straw.

Mr. *Richard Jones*.

46,438. Are they allowed to sell it?—You will please note that clause.

Lord *Kenyon*.

46,439. It says, "all the corn raised"?—Yes.

Sir *John Llewelyn*.

46,440. Who is the Nonconformist sanitary inspector?—Mr. Thomas, Tafarndy, Cellan.

46,441. Is he a friend of yours?—Yes; not a particular friend of mine.

46,442. Is it not a little unkind to suggest what you have of him, that he was actuated by the motives you impute?—I do not mean it as an unkindness at all. I hope we shall be as good friends as ever.

46,443. You say the inference is evident. It appears to me also to impute to him unworthy motives?—Not on his side at all.

46,444. That he might be actuated by improper motives. It seems to me as broad as it is long?—No, I do not mean to suggest that at all.

46,445. What amount of land was sold in the parish for which you speak?—About 2,200 acres.

46,446. Was it all bought by the same Mr. William Jones?—Yes.

Sir *John Llewelyn*—continued.

46,447. Do you know whether the rents were raised after the sale?—They were.

46,448. One tenant has had several notices to quit?—Yes.

46,449. You mentioned one case?—Yes.

46,450. Was there any reason given for the notice?—There may have been; not for all of them.

46,451. Well, what was the reason?—I cannot say.

46,452. There must have been some ground why one should have notice to quit and not the other?—There may be.

46,453. Who is that tenant?—You will pardon me, I must not give names.

46,454. I do not wish to press you unduly?—I can give it to the Commission privately.

46,455. This is the point I want to arrive at; whether there was any special reason in this case why he should have had successive notices to quit?—Very likely there were reasons, but whether they were sufficient is another question.

46,456. You think there may have been reasons?—Most likely.

46,457. Are any of the farms held on lease, or are they all annual tenancies?—Not to my knowledge.

Professor *Rhŷs*.

46,458. Do you know, in reference to the instance where you say the land was taken away from the farmer, whether he would have preferred the 10*l*. increase in his rent?—Yes.

46,459. That comes within your own knowledge?—Yes.

46,460. Do you mind mentioning the name?—I would rather not. I will give you his name in writing.

46,461. About how much was the land in extent that was taken away?—From 15 to 18 acres.

46,462. What was the rent of the farm per acre? Do you know that?—Not exactly.

46,463. What about?—From about 18*s*. to 20*s*.

46,464. How many tenant farmers are there on the estate?—I cannot answer you exactly.

46,465. Have you any idea. Are there 30 to 40?—Yes, I should say so.

46,466. Which is the chapel you were alluding to where the deacons were too much afraid to get their sanitary arrangements put right?—The Independent Chapel at Capel Mair, Llanfairclydogau.

46,467. You mentioned the canvassing. Why should there be little or no canvassing done in that district?—They are afraid to do it.

46,468. Afraid of the landlord?—No, afraid of hurting the feelings of the tenant, perhaps.

46,469. By asking him for his vote. That would be rather flattering to him, would it not?—I do not quite understand how you look at it. I think the tenants would prefer them to keep away.

46,470. Why?—You will pardon me for not answering you.

Mr. *Grove*.

46,471. Do you farm any land yourself?—Yes.

46,472. What quantity?—About 80 acres

46,473. Are you well known to, and are you intimate with, the farmers of the district?—I have lived amongst them for 15 years.

46,474. Do you think there is any disinclination amongst the farmers to come to this Commission and give evidence?—Yes, I think there is.

46,475. It has been often said that difference of politics and religion does not cause any unpleasantness at all between the tenant and the agent of the landlord. Do you agree with that?—I do not.

Mr. *Richard Jones*.

46,476. So far as I can understand the agreement it is this, the tenant is not forbidden to sell the corn after it has been ground, but it has to be ground first?—That may be.

46,477. Do you think that is an unjust interference with the rights and liberties of the tenant?—Yes, just so.

46,478. Are there many thatched buildings now on the Glandenys estate?—Yes.

46,479. Do the tenant farmers on that estate find this clause rather irksome, that they have to thatch those buildings?—I think they do.

46,480. I suppose they have to grow more wheat to thatch with, and wheat being so unprofitable, they find it a great burden?—Yes.

46,481. And you think it is high time the landlords should slate their buildings, or cover them in some other way?—Yes.

46,482. Has Mr. Jones, the landlord at Glandenys, fairly met the requirements of the tenants in offering them increased accommodation for their stock?—Fairly so, I believe.

46,483. There is not much complaint on that score?—Not much. In some cases there is.

46,484. Of course there is great complaint that some get abatements, and some do not?—That is a very sore point.

46,485. And no reason assigned for making the distinction?—Not to my knowledge.

46,486. But you think some are in greater favour with the landlords than others?—I cannot say. I cannot give any reason.

46,487. Is that the impression abroad?—I should say so; that would be the result of the act.

Mr. *Griffiths*.

46,488. Do you happen to know what the amount of the purchase money of this estate was?—I think it was 35,000*l*.

46,489. I do not quite understand what you said about the tithe. The rent was raised; explain that?—Under the previous landlord the tithes were included in the rent, and then the tithes were charged extra, after.

46,490. Afterwards?—The tithes were added.

46,491. The amount?—The amount of tithes were collected separately, as a further sum to the rent.

Mr. *Griffiths*—continued.

46,492. There was a rise of rent to the amount of the tithe?—Yes, I should say so.

46,493. Then you say that the rate of 140*l.* per acre was asked for the ground required for a school board?—Yes.

46,494. At what rate do you consider this was bought?—At about 16*l.*, I think.

46,495. The difference is between 16*l.* and 140*l.*?—Yes.

46,496. Do you mean 16*l.* an acre and 140*l.* an acre?—Yes.

46,497. Are there many bad houses on the estate?—In the way of out-buildings, especially.

46,498. With regard to the inference you mentioned just now as to the appointment of the sanitary inspector, was it a case of giving cheese to a biting dog?—I could not say.

46,499. You speak of numerous notices to quit. What effect has that had on the farming in the district?—Well, it tended to deteriorate the farming.

46,500. The people had no confidence?—No confidence whatever, uncertainty of tenure.

46,501. The land does not produce what it should?—No.

46,502. Then you mentioned that the landlords were not approachable, except to a select few. Are those generally termed "tell tales"?—I should think so. I thank you for the term.

46,503. Do the game and rabbits do much harm?—The rabbits do.

46,504. Have you the right to kill the rabbits?—By the Act, but they do not take advantage of the Act.

46,505. Why do they not?—I cannot say. I should say they would be afraid.

46,506. The law is in their favour?—But they do not put the law in force.

46,507. Why do they not?—It is their weakness, I suppose.

46,508. It is the unwritten law, I suppose, that we have heard of before, of which they are afraid, more than the written law. Is that a fact?—It may be.

46,509. Do you consider that the keepers often cause unpleasantness between landlord and tenant?—I should not like to say so.

Mr. *Griffiths*—continued.

46,510. Do you say that the relations between landlord and tenant are strained?—Yes.

46,511. That is owing to their shooting the dogs and cats, I suppose?—Yes.

46,512. Are the millers in this part of the country considered pretty honest. In our part of the country they have a name rather different to that?—Perfectly honest, I should say.

46,513. I am glad to hear it. You mentioned just now that they are afraid of having something put up. What was it?—A privy.

Mr. *Richard Jones.*

46,514. Was there any reason assigned for giving eight notices to quit to the same person in 26 years?—Not to my knowledge.

46,515. Had the tenant incurred the displeasure of his landlord in any way?—I could not say.

46,516. Was he a bad farmer?—No.

Lord *Kenyon.*

46,517. I have a question by Mr. Vincent. He asks, "Have you any idea why the audience "in court laughed when you said there was no "canvassing on the Liberal side at elections"?—No, I have no idea.

46,518. "Do you mean to say that, living in "this country, you do not know that both sides "use every effort the law permits, and perhaps "some which the law does not permit"?—Certainly, they use every effort at their disposal.

46,519. "How many farmers do you say you represent"?—I do not represent any farmers at all; not on that estate.

46,520. You are speaking for yourself?—Yes, at the request of the central committee for the county.

46,521. Where?—At Lampeter. I am a member of the committee.

46,522. What committee was that?—Formed to prepare evidence for this Commission.

46,523. Then there is a question by Mr. W. Jones. "Do you know, as a matter of fact, that "all tenancies on the Llanfair estate are held "under an agreement"?—I do not.

The witness withdrew.

Mr. John Jones called and examined.

Re-examined 48,848.

Lord *Kenyon.*

46,524. You are a farmer and auctioneer. Where do you live?—I live at Teifyside Hall.

46,525. You have a statement to give us I understand. Will you kindly read it?—Yes, I am a tenant farmer and I live at Teify Side, in the parish of Llanllwni, in the county of Carmarthen. My farm is a portion of Maes y Crugiau Manor Farm. A new building was made in the year 1882 by Mrs. Jones, the landlady, now deceased. I took the farm for 2*l.* an acre, free of rates and tithe rentcharge, but on finding out in the ordinary survey maps that my farm was a few acres less I had a reduction

Lord *Kenyon*—continued.

of 10*l.*, and I have about 20 acres in addition to my farm for 29*s.* an acre, free of rates and rentcharge. In 1892, when the depression of trade came hard upon us, we the tenants put our heads together and they fixed upon me to put the case before the trustees, who were Messrs. A. Young, Kidwelly, and Thomas Walters, solicitor, Carmarthen. They agreed with us to do what they could and we all had a fair reduction, and they spent a lot of money on buildings and other improvements every year. I may state that I am acquainted with other estates, for instance, Waunifor, where I was brought up

Lord *Kenyon*—continued.

since my childhood. I left the place to give room to my sisters. The owner of that estate was always ready to meet the tenants on fair terms. The owner of the Bwlchbychan estate is one of the best landlords in Wales. He is doing everything for the comfort of his tenants in buildings and improvements of every kind. Mrs. Seymour Davies, the owner of part of the Highmead estate, through her worthy agent, Mr. Harries, deserves the highest respect from her tenants; and it is well known how deep Colonel Davies-Evans is in the hearts of his tenants. The owners of the Beilybedw and Talardd estates are on the best of terms with their tenants. The farmers in this district are dependent upon horses, cattle, sheep, pigs, and butter and cheese. Butter and cheese produce about one-third, cattle one-third, and horses, pigs and sheep the remaining third. On account of this varied mode of farming occupiers of land in the locality have not suffered to the extent of farmers dependent almost entirely on dairy produce. The farmers have great confidence in their landlords, and they feel that they are safer in their hands as at present than they would be in case of the formation of a land court. I hear it said that a land court would mean the reduction of 25 per cent of rent. A considerable number of occupiers have within the last 20 years purchased freehold property, and in case of this reduction taking place in the value of land most of these numerous freeholders would be utterly ruined, as many are fully mortgaged, paying interest at 4 per cent. The only thing that would save them from total destruction would be a Government advance at a low rate of interest. I believe in a local agent between landlord and tenant where an agent is wanted, and I also think there should be light railways.

46,526. Fair rents and light railways?—Yes, and a local agent. I suggest that there should be a farmer's son from the neighbourhood as an agent instead of a stranger that does not understand the custom of the country. That is what I mean.

Mr. *Richard Jones.*

46,527. You are in favour of local agents?—Yes, I am in favour of local agents—men who have been brought up to understand it thoroughly.

46,528. You live on the estate of the late Mrs. Jones?—Yes.

46,529. You also speak with respect to other estates?—Yes, in the neighbourhood.

46,530. Have you been deputed by the tenants of the other estates to appear here on their behalf?—No.

46,531. So that you are not speaking with the same authority as if you came from the tenants of those estates?—I am only speaking for myself of my own farm and of what I know as an auctioneer travelling about.

46,532. The other is hearsay evidence with respect to the other estates?—Yes.

Mr. *Richard Jones*—continued.

46,533. Do you think it is possible that there are bad landlords?—Yes, there are; there is no mistake of that.

46,534. You know some?—There are none in our neighbourhood; they are all good ones.

46,535. But you believe there are some bad landlords?—Yes, there are some bad ones; there is no mistake about that; but that is only what I heard. It is exactly the same as I heard when a boy, that there was a man in the chimney. I have not seen him yet and I do not know for certain that such a man exists.

46,536. Do you think there are some tenants paying higher rents for their farms than they are worth?—I think the rents have been very high during the depression of the last two or three years.

46,537. Take an average, say for the last 15 years, do you think they have been paying too much, and more than the farms are really worth for the last 15 years on some estates. Do you know of some?—Those would be rented at the time of the high pitch of rents, and those are too high.

46,538. And they have never come down?—Our farms on this estate have come down.

46,539. On some other estate I mean?—Yes.

46,540. Would you have any objection to a Land Court to settle the rent in cases of that kind, where a farmer was rented too high?—Every place that I have been trying and have brought the tenant to the landlord, I succeeded in getting a reduction.

46,541. But supposing a farmer failed to succeed?—But I never failed, and therefore I do not know.

46,542. Supposing there was a farmer who failed to succeed; would you then have any objection in a case of that sort?—No, not in a case of that sort.

46,543. Who told you that a Land Court would only reduce the rent 5 per cent.?—I have stated 25 per cent.

46,544. Will you kindly read that statement again?—The latter part of it do you mean?

46,545. Yes, that paragraph?—"I hear it said "that a Land Court would mean the reduction "of 25 per cent. of rent." That is what I said.

46,546. On the present basis of prices, have the farmers generally in your neighbourhood had a reduction of 25 per cent.?—Yes.

46,547. Generally?—No, not generally. Some have had more.

46,548. According to that statement, they have not been treated equitably; some have received more than they ought to have, and others have received less?—It was like this, some have been rented say 30 or 40 years ago, and the reduction has been made lately; well, of course, those ought to have more reduction than those who have been through the old good time; those have saved some money you see.

46,549. It is not equitable afterwards that some should pay too much and some too little?—They are different landlords and different places you see. I believe that on Bwlchbychan

Mr. *Richard Jones*—continued.

estate every one is getting the same and on the Waunifor estate they have got 15 per cent.

46,550. You admit it is not equitable?—What is that word? I do not know it.

46,551. You say it would be fairer if rents were fixed evenly on different farms?—Every man ought to do his best with his property.

46,552. I am asking the question; do you not think it would be more equitable; why did these people buy their holdings who have purchased their farms?—Because they have been sold.

46,553. Because the farms were sold?—Yes.

46,554. Why did the farmers buy them? Because they got some money made out of them before, and they wanted to be safe and to be in the neighbourhood and everything.

46,555. Had they sufficient money to pay for them?—Yes, some of them, a part.

46,556. Do you know of cases where they had to borrow a big amount?—Yes.

46,557. Would those people be better off or worse off buying their holdings?—I believe if they get the money from the Government they will be better off.

46,558. Yes, but they do not have money from Government. Supposing that they borrowed money at 4 per cent. and borrowed a large amount which would they be, better off or worse off after purchasing their own holdings?—I would rather be a tenant farmer than that.

46,559. If they were better off by being tenants, what prompted them to buy their holdings, knowing that they would be better off as tenants?—How was the trade to keep on, say when the Alltyrodyn estate was sold, some 20 or 25 years ago? The people would like to be in the same neighbourhood and the farms paid them well at the time and they would do their best rather than turn away and have no place to go to, and they bought them.

46,560. Do you find that farmers are very reluctant to leave their own neighbourhood?—Some are.

46,561. Generally speaking, are they?—Yes. Of course if a man has been born there he likes to remain in the neighbourhood.

46,562. Was it really because they did not feel safe in their holdings that these people were purchasing?—They were not safe because they were selling at the time; you see the whole estate has been sold and several estates in the same neighbourhood; nearly half of Cardiganshire in that neighbourhood has been sold within the last 20 years.

46,563. I suppose they were afraid that the estate might be purchased by somebody who would not be as conscientious as the old landlord and perhaps would advance their rents. Is that so?—Not afraid of any one man buying the whole estate, but afraid that a man should buy their farm and take it up himself, or else offer it at an advancement There was a reduction of rent by 20 per cent., and then it was risen.

Mr. *Richard Jones*—continued.

46,564. I do not quite follow you?—The farms were at the time of selling them about 100*l.* rent, and some at 120*l.*, say they raised them up about 40*l.*

46,565. Those that purchased them?—Yes, they raised the rent afterwards—the new landlords—one here and there.

46,566. So that really the tenant farmers purchased them for fear of higher rent?—Yes.

Mr. *Grove.*

46,567. Do you mention, amongst the landlords that you refer to, Colonel Evans of High Mead; do you mention his name in your statement?—I did.

46,568. How are the rents of his lands, are they supposed to be pretty low, or fair, or rather high?—I believe that they have been the same the last 30 or 35 years. I was a boy when his estate was valued.

46,569. Does he give any abatements or reductions of his rents, do you know?—I believe that he gave reductions to every farm that he raised. There was a change in the farms. I believe he gave the reductions; I do not know some do.

Sir *John Llewelyn.*

46,570. What experience have you had in this country?—I have been an auctioneer.

46,571. For how long?—Twenty-five years.

46,572. Have you been connected with the farming interest for any longer period than that?—Yes.

46,573. I think you have had experience of being a tenant under trustees?—Yes.

46,574. Do you think they are as good landlords as anybody else?—I find them so far very good.

46,575. Have you been consulted as arbitrator in matters of dispute?—Yes, several times.

46,576. Which side has selected you, landlords or tenants?—Both sides. It depends.

46,577. Your opinion is that land agents ought to have local knowledge and be local men?—Yes.

Lord *Kenyon.*

46,578. As an auctioneer, would you say that there is an inclination to a rise in prices now?—I believe if they have a good season it will be so.

46,579. How do the last markets and the last fairs compare with the ones before?—I cannot say, because there are no fairs near here of late except at Carmarthen. Some dairy cattle were selling very well there. I have not seen them much higher than they are now. Horses sell well, stock very well indeed, and sheep.

The witness withdrew.

Mr. Charles Lloyd called and examined.

Lord *Kenyon.*

46,580. Are you a landowner?—I am a landowner.

46,581. What is your estate?—The Waunifor estate, situate in this county.

46,582. Will you please tell us what you wish to say?—I came into my estate when I was 17 years of age, and my mother managed it for a short time until I came of age, and left college, in 1873. Since 1873 I have lived at Waunifor, which is in this county, and have devoted the whole of my time to farming and the management of my estate, and local and county affairs. I am a magistrate for the two counties of Cardigan and Carmarthen. I farmed my own home farm from 1873 till 1891, when I gave it up owing to having many other engagements. I thus have great sympathy with farmers, and would hail with delight any action that would benefit the farmer and farming interests. At present in my part of Cardiganshire there are very few absentee landlords, except one or two here and there where a man may hold a scattered estate. I believe, with regard to the land that is sold, owners of land are selling certain outlying portions of their estates in order to buy farms closer to the main portions of their estates.

46,583. Concentrating?—Yes, concentrating. During the last 20 years that I have lived here there have been a great many property sales, and land has been very free; anyone, in fact, could have bought land if they wished to do so. I will simply mention the Alltyrodyn estate, which I believe was worth 150,000*l.*, the Llaethliw estate, worth 55,000*l.*, and the Pantefaid estate, which I think was worth somewhere over 20,000*l.* Those are amongst the estates which I know have been sold in the last 20 years. This has, of course, created a great many freeholders in the county of Cardigan, which I hope will be of great strength to the country in time to come, but I am afraid that some of them must have borrowed money, from what I hear, and I believe they could be very greatly helped now were the Government to advance money upon their farms at a low rate of interest. I believe that they are all honest men, and that the Government would be paid back fairly and quickly. I think really that the tenants on large estates are better off than freeholders, and also in a better position than tenants upon estates where one man has only one or two farms. The farms then are worked upon a certain system, and I think that they would be more likely to get fair play. During the 26 years that I have had my estate, which is a very small one (only somewhere about 1,000 acres, or a little over 1,000 acres), I have spent 3,600*l.* in buildings. I have farms of all sizes which are held by 18 tenants. I have four farms from 100 to 150 acres, four from 50 to 100 acres, three from 25 to 50 acres, and seven under 25 acres. I thoroughly believe in having every kind of farm, and also where it is possible, and where you have a good tenant on a small farm, I believe in raising him up to a larger farm. I have done so in more than one case. The land runs from about 12*s.* 6*d.* to 30*s.* an acre. The smaller farms are a little higher as a general rule, owing to their having in most cases rather better land, and also to the houses being more expensive for small farms of three and four and five acres.

Lord *Kenyon*—continued.

46,584. Would you mind telling us your rental?—No, I do not mind; it is about 800*l.* from land.

46,585. We can take a comparison of your building upon that?—Yes, there are some special fields on my property which of course are worth 3*l.* and 4*l.* an acre. The rents during the whole of that time have only in one or two cases been raised, and that was when the tenants were changed and the farms were in good order, or else where a very old tenant under a very old rent wanted a considerable outlay, and then I have been offered a certain rise in the rent if I would only build a certain barn or something of that kind. The whole rise that there has been on my estate is under 2 per cent. of the amount of money that I have laid out; and the buildings, whenever I have had them made on my estate, have always been planned jointly with the tenant. I have always gone to him and we have both gone over the matter together, and seen where the most convenient buildings for the use of the tenant and of the farm could be put up, and those buildings I have put up.

Sir *John Llewelyn.*

46,586. Jointly in expense?—No, not jointly in expense; I paid all. I have always wished to work amicably with my tenants, and I believe they have always wished to work amicably with me. When I left Oxford I am afraid my knowledge of Welsh was very small, and I set to work and taught myself from them, and in other ways, and I have learned it very well now, and have no fear in the case of anybody coming and talking colloquially to me that I should not understand him and he understand me. The tenants have all come to me direct for everything. I believe this is of great importance, and that it creates good feeling between landlord and tenant. I have always lived amongst them, and they consult me about a great many things besides land. Politics and religion make no difference on my estate. What landlords I believe do want is a good tenant with a sufficient amount of capital to work the farm that is rented to him. A wise landlord I think always makes a point of trying to get that, whatever a man may be. One estate (which I inherited at the same time as the Waunifor estate on which I live) I sold in 1890 in order to buy a farm contiguous to my own estate. Another one which was left in 1888 I also sold last year, but before I sold those farms, I sent to all the tenants and asked them if they wished to buy the farms, and if they wished to make me a bid. They none of them wished to make me a bid,

Sir *John Llewelyn*—continued.

but they all of them asked me to try and sell the farms to some large landowner, in order that they might keep on in those farms. I tried to do so, and in one case I succeeded and in the other case I did not succeed; but it did turn out that the tenants on all the farms continued on in their farms at I believe the same rents. With regard to agreements for tenancies, for the last 15 years I have had no agreements with my tenants—simply a bit of paper signed which was to name the rent, and specify that they were to pay the rent half yearly, and that they held the farm upon the usual custom of the estate, which means simply the custom of the country, the Agricultural Holdings Act, a certain amount of common sense; and, if that fails, arbitration, one on either side. This has acted very well with regard to all the tenants that I have ever had to do with, and I suppose would act very well where both landlord and tenant were honest men. Sometimes, however, we have to meet the contingency of a bad tenant as well as of a bad landlord, and I do not know that this free agreement would quite do for every one, but I simply give it for what it is worth, and say that it has acted so far well with me. The tenants had the rabbits for years before the Ground Game Act came in, and they had no fear of catching them or of anything like what we have heard of to-day; they are rather good at it. When tenants leave a farm I always invite them to send in any claim that they may have against me in writing. I have found very often that claims which are made airily, are very different to ones which appear in writing, and after I have had those claims made to me I go and examine the place over by myself or by some other farmer whom I appoint, and it is very seldom that we do not agree. But supposing we do not agree, each one names some farmer of the district who knows the district well, and who knows the customs well, and they invariably agree. I have gone a little farther than that that too. With regard to the seeds, manure and wiring and so on, for which tenants who leave must be paid, I have asked them what their claims are for those things, and then I have sent a man to examine them and agree with them, and before I let the farm to any one else, I tell them that they must take that manure or that wiring, and pay for those seeds the amount that I agree on to the tenant farmer. I think that this action has insured fair play between the outgoing tenant and the incoming tenant in more cases than one. I do not believe that there would be any difficulty if landlords and tenants would only confer together with regard to any agreement that they might wish to make. I believe that they could make an agreement which would please both parties. As for a Land Court, I am not in favour of it, and rather believe that it would spoil the friendly relations which do exist between landlord and tenant in this country. I can vouch for it personally, and I know of other cases in which it is the same; that the relations between landlord and tenant

Sir *John Llewelyn*—continued.

are very friendly, and I am afraid that some landlords at any rate might lose some of the interest in their land if they became simply shareholders, receiving any interest which the Land Court chooses to give them. The date of entry, as I suppose you know, in this part of the country is the 29th of September. Farms are mostly let from year to year, and I have never yet been asked for a lease. I suppose that means that tenants do not wish to bind themselves for a certain number of years, and that they have some faith in their landlords. The changes that I have had have not been very many; I have only had two changes during the 26 years that I have been in possession of the estate. Either a son or a daughter or a widow or near relation of an old tenant has succeeded. With regard to the question of the times in which depression in farming has set in, my own opinion is that it set in somewhere about 1879–1880, and that it went on then for a couple of years; that things improved then from about 1883 up to about 1886, and that things were not quite so bad for the next two following years, but that this last year was the very worst year that I believe tenants have ever had. Butter of course makes a good deal of difference with regard to the rents in this part of the country. The price of butter in 1872 and 1873 I notice was from 1*s.* 1¾*d.* to 1*s.* 4*d.*; in 1876 from 1*s.* to 1*s.* 1*d.*; in 1877 to 1878, 10¾*d.* to 11*d.*; 1878 to 1879 from 1*s.* to 1*s.* 2*d.*; then during 1879, 1880, and so on, it came down to 8¼*d.* to 10½*d*; then it rose again in 1883, 1884, and 1885 to 1*s.* 1*d.*; in 1889 it came down to 8¾*d.* to 1*s.* again, and in 1890–91 from 10*d.* to 1*s.* 2*d.*

Lord *Kenyon.*

46,587. Can you tell us the price of butter for last year?—I have not got it for last year, because I gave up farming in 1891, so that I did not consider that I should be right in dealing with that here, but I should think it was about 1*s.* Cheese ranges in this part of the country from 1¾*d.* to 2¾*d.* and sometimes 3*d.* per pound. These are only skim milk cheeses. The Glamorganshire works have a great effect upon the price of cheeses in this part, and when the works are very good they prefer something better than skim milk cheese, but if the works are very bad I do not know that they eat any cheese; if the works are middling they take to our skim milk cheese, and that is how I think the price of skim milk cheese is to a certain extent governed.

Mr. *Richard Jones.*

46,588. That would be a sort of sliding scale?—Yes.

Lord *Kenyon.*

46,589. That creates a kind of barometer for the cheese market?—With regard to cattle I am unable to say whether the yearlings that I had in certain years past were very good or very bad, but I did look into my book, and I saw

Lord *Kenyon*—continued.

that yearlings in 1875 were sold at 6*l.* 10*s* in 1877 at 7*l.* 10*s.*, in 1880 8*l.*, in 1881 7*l.* 5*s.*, in 1883 11*l.*, in 1886 7*l.* 12*s.*, and in 1890 8*l.* 10*s.* Whether that information is of any help to anybody I do not know. I believe that the price of horses as a rule goes up and down, and that a good horse if sound fetches a good price.

46,590. Is that with regard to agricultural horses or what?—Every horse fetches a good price if it is sound. The rise in wages has made a great amount of difference. I believe I can say that the amount of rise in wages has increased one third in the last 20 years. I believe that farm servonts who used to have 14*l.* in 1871, whould get 20*l.* now. Dairymaids who used to get 8*l.* in 1871, would get 14*l.* now, and under dairymaids who used to get 6*l.* in 1871 would get 10*l.* now. I am only saying that that is a sort of average, of course some are more and some are less. The rents in this part of the country are usually paid some time between the day that they are due and six months following, when the other rent becomes due—about three or four months after the date of their becoming due; and they are generally determined by the date of some old fair. I think most landlords generally wait three or four months before they get the rent that is due. When land is taken for planting or quarrying, or any other object, it is generally a matter of agreement between the landlord and the tenant. I know of no case in which they have not agreed and some sum has not been given for such land which has been taken for quarries or roads to quarries. With regard to the rent the landlord generally—at least I am speaking now of myself—I generally make a field valuation of a place and then tell the tenant what we ask for the rent.

46,591. In a lump sum?—Yes. I generally have asked some other farmer to make the valuation as well, so as to compare the two and get to it as nearly as possible. The reductions that I have made have been since the year 1880 from 5 to 15 per cent.; I mean to say that it has been 5 per cent. in some cases and 10 per cent. in others for the first few years. During the last years I have given 10 per cent.; and I have given 15 per cent. for the year 1893, which I consider to have been the worst year we have had. As to the size of farms, I thoroughly believe that it is of great advantage that there should be three sizes, namely, small, medium and large farms. I do not believe in having a cut-and-dried 50*l.* farm all over the country. Farmers, like landlords and like other people, have different capabilities of managing farms, and they have different capital as well. I have known men who have started from being small farmers and have got large farms of mine within these last 20 years. With regard to one farm that I have, the farmer is a man who has been a servant with me; he made a certain amount of money, but not a very large amount, and he married a farmer's daughter, and was given a farm of about 50*l.* a year. When I gave up my own farm which I used to undertake myself, I let him take it, finding he was a good

Lord *Kenyon*—continued.

farmer and did his work well outside, and that his wife did her work well inside, which is a great point for farmers, because a man may farm as well as he likes and if his wife does not farm well inside he is sure to go to the dogs—you want both of them to do it well. The two of them have done well, and I offered my own home farm to him when I left it, and I offered the other farm which he left to another tenant. I believe that labour being so very dear as it is at present does make farmers curtail the labour that they used to expend on their farms; there is no doubt of that; they take smaller boys than they used to have in the old days to do the work on the farm, and of course I do not think that is a good thing for the farm. The course of husbandry here is cutting up the grass land and then perhaps having one corn crop again, then a green crop, then barley laid down with seed and rye grass, and grazing afterwards for four or five years. Root crops have certainly increased in this part of the country. Fallow land has decreased, people thinking that roots pay something at any rate, and they clean the land as well as the fallow. There have been improvements made on my estate. In the way of drainage I have always cut the drains and the tenant has carted the stones to them. I have mostly made the drains, and have never charged them anything for doing so. I have always built the whole of the buildings, the tenant simply carting the wood and stone. Of course, when I had a farm myself I used to cart with them. As to fences, gates and posts, the tenants put them up and keep them in repair, and sell them at the end of the term of their tenancy to the new tenant. Manures: the tenant puts them in and receives compensation for them; he is paid by the new tenant, or if there are any old bits of manure they are paid for by me. As to seeds, the new tenant pays for the seeds that were put in last spring. The custom in our country is for outgoing tenants to sell or carry away all their crop of hay or green crop. The manure in the yard is paid for after being assessed by arbitration, and an allowance is made on my estate for manure that has been put in in the spring previous. The landlord in this part of the country makes every permanent improvement. The tenants who have gone away and who have put up sheds without having given any notice under the Agricultural Holdings Act have also been paid what two arbitrators say should be paid. We have no rights recognised of tenants naming the following tenants in this part of the country, at least I do not think so. The tenants have had the rabbits for many years before the Ground Game Act, and the farmers certainly avail themselves of the Ground Game Act. There is no damage really done by ground game at the present moment, so far as I know. I believe one of the points upon which evidence is desired by the Commission is with regard to whether farmers come out to beat with landlords—I suppose it means for no payment. I think that we could show that the Cardiganshire farmer is inherently

Lord *Kenyon*—continued.

a sportsman, and that if any pack of hounds, or any shooting be going on, he is sure to find his way to it, whether you want him to come or not.

46,591. I do not want to hurry you, but as our time is rather limited, will you please be as short as you can?—Yes. With regard to agricultural education, it is not good at present, but it is improving. I see that the question has been asked whether poultry shows are increasing. They are increasing, and houses are now built for keeping poultry in. The breeds are certainly improving, and I have seen a very great improvement in the last few years. Instruction has also been given by the staff at Aberystwyth College in Agriculture, and I hope for great results from that. I have also carried out some instructions on behalf of the college with regard to manuring, but last year being such a bad year we could make no return for it. The classes which are held are well attended. I think that one of the causes of the depression is bad seasons, and that bad seasons have really been mostly the cause of the bad times for the farmers about here. I believe that if the Government could lend money at a low rate of interest, so as to improve the condition of those gentlemen who bought their farms between 1870 and 1880 it would be a great godsend to the whole country, and do a great deal of good to agriculture. I think that if railway rates were equalised and adjusted in this part of the country it would be of benefit to the agricultural interest. I will give an instance of a railway rate from Bridgend as far as Maesycrugiau, which is my station; they charge 7*s.* 6*d.* a ton for coal between those two places, and that appears to me to be rather a large sum out of the amount that we pay for the full price of the coal. I cannot tell you how many miles it is. Light railways across the county would be a benefit. I believe if we had two light railways across the county it would be a good thing, and I should suggest, as one of the Commissioners has referred to the

Lord *Kenyon*—continued.

matter, one across from Lampeter to Aberayron, and the other one across from Llandyssul to New Quay. It would be a good way of opening up the country. The east of the country at the present time is the only part that has access to the railway at all, and the rest of the country is very much out of railway communication.

46,592. Do you think that those railways would be practicable?—Yes, I think they would.

46,593. I mean with regard to the gradients. You have to go up a steepish hill between Llandyssul and New Quay?—I do not know. There has been one marked out there, and I suppose what engineers attempt they will do. The increase of lectures is certainly a very excellent thing for the country, and I do hope that they will go on, and that many will take advantage of them, and that soon we shall have a great many farmers' sons who will be able to take the position that the last gentleman mentioned, of agents to the landlords, because I thoroughly believe myself that a local agent has a great deal more power amongst tenants, and understands and knows the wants and needs of the tenants in the district a great deal better than any agent could who comes from a distance. With regard to compensation to tenants, I thoroughly believe that if it was made compulsory that arbitration should be resorted to by a landlord and tenant upon any question of compensation, and that each one was to choose a man who should arbitrate upon the matter, and that they should abide by that arbitration, I believe that the tenants and the landlord would be pleased, and would allow of it.

46,594. You mean in case of disagreement?—Of course if they disagreed, but I think in any case there should be such a procedure. I perfectly agree with what has fallen before from one of the witnesses that when a tenant goes into a farm, a schedule ought to be kept of the worth of each field at the time of letting.

The witness withdrew.

Mr. Jenkin Jones called and examined through an interpreter.

Lord *Kenyon.*

46,595. Does this statement represent the evidence which you wish to give?—I am here as representing my father, that is the statement I wish to tender on his behalf.

46,596. Then you are Mr. Jenkin Jones, of Pantmoch?—Yes.

The following statement of the witness's father was then read:—

Evidence of Mr. Evan Jones, of Pantmoch Llandyssul.

Bargoed Farm, parish of Llandyssul.

Bargoed y brain was a hill farm, with hardly any fences, up till 1860, not farmed properly. The farm belonged to the last Captain Gwynne, of Monachty, Cardiganshire. The acreage was 157, rent 50*l.*, paid half-yearly. On July 8th,

Lord *Kenyon*—continued.

1865, Captain Gwynne died, and Bargoed was put up for sale. Reserve 2,000*l.* The highest bid was 1,800*l.*, and it was not sold. Trustees then administered the estate; a stable and cow-house were built, Evan Jones doing the hauling. Evan Jones signed a new lease for 52*l.* about 1867. On February 4th, 1873, the present Mr. Gwynne came of age; no change was made, but the farm was again put up for sale. The reserve was again 2,000*l.*, Evan Jones himself making the last bid but one, over 3,000*l.*, at public auction, and it was eventually sold to Mr. Howell Davies, of Cwmbangor, Conwil, in the county of Carmarthen, for the sum of 3,035*l.*, or 3,055*l.*, and 100*l.* for wood. The sale took place some time before Christmas, 1873. Evan Jones had had notice to quit

Lord *Kenyon*—continued.

Michaelmas, 1873, for September, 1874 (one year's notice), from Mr. D. S. Jones, Mr. Gwynne's agent Mr. Howell Davies, per Mr. David Davies' tenant, also six months' notice in March to Mr. Evan Jones to leave September, 1874. This notice came to Mr. Evan Jones' hands near midnight on the 25th of March, 1874. The agreement of 1867 between Mr. Gwynne and Evan Jones had never been brought into force. Mr. D. Jones gave him leave to sell the straw. With the exception of allowing Mr. Evan Jones to do the same, Mr. Howell Davies acted strictly on the letter of agreement. The trustees gave all the wood to tenant for wiring the boundary fences, the tenant finding the wire and putting the whole up in place. The farm was thoroughly out of repair when Evan Jones' went to it in 1860. The first night he had to put his cattle into the garden, as the only place on the farm safely fenced. There were no fences and no gates. The estate gave him the first year some wood for repairs. The landlord put up at first the boundary fence jointly with the owner of the next farm, Goitre. The landlord allowed half the cost of any new fences made on the farm. The landlord allowed the tenant 6*d.* per perch (of 8 yards) for cutting the drains the tenant fitting the same. The seeds sown in the spring of 1874 would naturally be paid for in full by the incoming tenant of following September. Mr. Edward Jones of Geginan, Llandyssul, on behalf of Mr. David Davies (now of Maengwyn) asked Mr. Evan Jones not to plough up the seed field, and he would pay him for the seeds sown there. No special price was named. Mr. Evan Jones agreed to do as requested. The field was about

Lord *Kenyon*—continued.

6 or 7 acres in which the seeds had been sown. About Michaelmas, 1874, David Davies refused to pay Evan Jones anything for seeds, as promised, because Evan Jones, he said, had cut hedge timber without earthing up the said hedge afterwards, and because one small piece of 2 or 3 acres had been left in stubble. Evan Jones' answer is that the hedges were in good repair and very much better than when he took the farm. There were very few hedges then, and that his not ploughing up the 2 or 3 acres of stubble was a great loss to himself, as they were in good heart. Evan Jones left Bargoed one or two days before September 29th, 1874, and David Davies came in as tenant there September 29th, 1874. Mr. Jones asked Mr. Davies to let him remain on at Bargoed till the Alltyrodyn sale came off, when he might purchase a farm to which he might go. The sale was to take place one week after Michaelmas. This Mr. Davies refused to agree to do. Mr. Jones had to sell all his stock and crop, and went to live in a cottage for one year (Pantybwts). Though Mr. Davies had promised to pay for seeds, Mr. Jones left the farm without getting this amount paid him by Mr. Davies, and though the gates and wires were nearly all his own, he was obliged to stand strictly to the lease, and leave all his gates and wires to Mr. Davies without receiving anything from him for them. Mr. Howell Davies said if he did not leave them as they were, there were plenty of lawyers in Carmarthen waiting for work.

46,597. Is David Davies, the tenant of Bargoed, who came in after your father, a brother of Dr. Davies?—Yes.

The witness withdrew.

Adjourned to Tregaron.

FIFTY-FIFTH DAY.

The Town Hall, Tregaron, Cardiganshire, Thursday, 26th April 1894.

PRESENT :

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. HENRY TOBIT EVANS recalled and further examined.

Lord *Kenyon.*

See 45,578–45,640 ; 48,669–48,714 ; 70,919–70,990 ; and 73,839–73,897.

46,598–9. I believe you wish to make a statement ?—Yes. My Lord and gentlemen, the document put in yesterday at Lampeter by John Morgan of Park Powell, purporting to be the original acknowledgment is, I find upon further inquiry, a copy only of the receipt which he received from Jacob written out from memory by the old man John Morgan himself. Owing to his extreme deafness and old age I failed to elicit this fact from him at my first interview, and I think it right to correct the statement in this respect at once, and I take this the first opportunity of doing so. Evidence, however, can be produced to confirm his previous statement as regards the improvements and additions executed by him and the value thereof.

46,600. You remember, sir, in answer to a question from me put by you to that witness, he said it was the original document ?—So I understood him to say, but he came down to me this morning to correct that.

46,601. What explanation have you of that ?—Only that I misunderstood him.

46,602. You misunderstood him ?—At the first interview.

46,603. In answer to that question put in court yesterday ?—We failed to make him understand very positively anything in court.

46,604. I thought he clearly understood you, and replied that it was the original document ?—No, not very definitely. We could not make him understand anything really.

See 45,639.

46,605. I confess that was not the idea in my mind at all. He seemed to answer your question ?—He came down this morning to my office, and I put the question to him in writing, and shouted in his ear, and he said at once, " No, I wrote that. It was something like that I got from him."

46,606. I do not know what took place at your office, and we have nothing to do with that, but what took place in court yesterday was that you put a question to him from me, and he answered that it was the original document. Can you tell us who took the copy ?—He took it himself.

Lord *Kenyon*—continued.

(*The shorthand writer read the evidence given at Lampeter.*)

46,607. You see, he said, it was the original ?—He said so, but he misunderstood unquestionably, because when I asked him this morning he said that at once.

Mr. *Griffiths.*

46,608. Was not that question put to him in writing ?—Yes, it was.

46,609. Then he could not have very well misunderstood it ?—Well, it was so. The interpreter was there by my side, and we did all we could, but I question very much whether we made him understand anything in court.

Lord *Kenyon.*

46,610. Is the old man failing in his senses ?—Yes, a little.

Mr. *Grove.*

46,611. When did you first hear of this case in respect to this man, and the claim he had in respect of these improvements ?—I heard it first of all about a month ago.

46,612. Up to that time you had heard nothing about it ?—Previous to that I had heard nothing.

46,613. Was it in consequence of inquiries you instituted that you brought out this case ?—Yes.

Mr. *Richard Jones.*

46,614. You say you only heard of it about a month ago ?—Yes.

46,615. But you said in answer to a question of mine yesterday that it created great scandal in the neighbourhood ?—So I understood.

46,616. How is that, if you only heard of it a month ago ?—I do not understand your question. I do not live in the locality. I reside 12 miles away from here.

Mr. *Richard Jones*—continued.

46,617. You are not acquainted with the neighbourhood?—No I am not, not very well.

46,618. But it could not have created a great scandal, or else you would have heard it?—In that locality it might have; news does not travel very fast in this neighbourhood. I lived in Shropshire at that time.

Lord *Kenyon.*

46,619. Is this man Jacob alive?—I believe not; I think he is dead.

46,620. Could you get anyone to show that that was the actual sum disbursed by the old man but Mr. Jacob?—I believe that can be proved. I believe so from what the old man told me.

Lord *Kenyon*—continued.

46,621. Lord Carrington has sent a letter to the papers, and I think it is due to him to find that out?—Yes, certainly. There is another witness here from Lord Carrington's estate.

Lord *Kenyon.*

He is to be called at Aberystwyth.

The witness withdrew.

Re-examined 48,669 and 73,839.

Lord *Kenyon.*

As there are so many witnesses down for hearing to-day, the Commissioners will now sit in two courts.

Mr. John Emlyn Jones called and examined.

Lord *Kenyon.*

46,622. You are Mr. John Emlyn Jones, of Penlan Uchaf?—Yes.

46,623. Have you got a statement?—Yes.

46,624. Are you a tenant farmer now?—No.

46,625. What is your profession?—I am honorary secretary to the Tregaron Farmers' Club, and a teacher of agriculture. I am at present owner of two or three small farms. I have been a farmer on the Jesus College estate.

46,626. Will you proceed with your statement?—My statement first refers to the Jesus College estate. In the year 1880, when I went there, it consisted of Penlan Uchaf, Tir College, Berthneuadd, and Llwynbrain, in the parish of Nantcwnlle, and also Lower Penlan, in the parish of Garthely adjoining. Berthneuadd and Llwynbrain have been sold since to Colonel Lewis, Llanlear. That was about eight or nine years ago. I think the tenants did not get a very fair chance of buying the holdings. They were very dissatisfied at the time. There are good buildings on all these farms, with the exception of Llwynbrain, which is not now, of course, belonging to the estate, but the tenants have had to pay dearly for these buildings. On Upper Penlan, where I was, the rent was advanced after building from 27*l.* to 52*l.* 10*s.* That took place in the year 1861. In Lower Penlan, another farm on the same estate, the rent was advanced from 27*l.* to 50*l.*

See 46,860–5.

46,627. Is that on the estate still?—The same estate.

Mr. *Seebohm.*

46,628. And after building?—After building. Tir College, after building was advanced from 40*l.* to 72*l.*

Lord *Kenyon.*

46,629. At what date?—About 1868 the building took place there. Berthneuadd was advanced from 94*l.* to 110*l.*, and Llwynbrain from 14*l.* to 15*l.* On most of these farms—well, all of them—the rent is too high for successful farming. Two of the tenants have failed since these last advances were made, namely, Upper Penlan and Lower Penlan. One other of them, Tir College, has been saved from failure by a reduction made in the rent some few years ago of 12*l.*, and by the fact that the children have grown up, and they now pay no labour. Berthneuadd the same; there are grown up children always working on that farm, and that is why they have been able to pay, but this farm, since Colonel Lewis bought it, has been advanced 20*l.* in rent, the rent is now 130*l.* Leaving out those two farms which have been sold, I find the advances on the other three farms have been—Upper Penlan, 95 per cent.; Lower Penlan, 85 per cent.; Tir College, 80 per cent., making an advance of about 86 per cent. on the estate. Abatements of 15 per cent. were made in the rents of this estate some 10 years ago, as the result of a petition signed by the five tenants, but the abatements were gradually reduced, and at last disappeared. At the last rent audit the abatement was again granted.

See 46,835.

Lord *Kenyon*—continued.

Mr. *Seebohm.*

46,630. How much abatement?—15 per cent., I understand. Most of these tenants got their buildings put up without doing any haulage or extra labour which they were not paid for, but Upper Penlan quarried the stones, hauled them, and hauled all the lime, slates, timber, &c. without charging to the landlord, their object being to keep the rent down, as they were given to understand that the rent would be advanced, but their rent was advanced 95 per cent., while the advances on the others were much less, though the tenants in the other farms were nothing out of pocket. I have it on the authority of my predecessor there, who was trustee of my wife when I went there, that they were actually 150*l.* out of pocket in putting up the buildings.

46,631. That is the first of these farms, is it?—The first; the one I was connected with.

Mr. *Richard Jones.*

46,632. That is in haulage and quarrying alone?—Yes. This man I referred to was a mason, and he did a lot of extra work, so that the buildings are better than they would have been according to the contract. He told me that he had put the buildings some 2 or 3 feet higher than the contract demanded, as well. I have a copy of the agreements in force on the estate, one referring to the place I was in, Upper Penlan, and the other referring to one of the other places, which I prefer not to name. —(*The documents were handed in.*)

46,633. Are those the agreements of Jesus College or Colonel Lewis?—Jesus College—copies. From these it will be seen that the tenants are very carefully looked after. There are penalising clauses, and the farmer's hands are tied as to the way in which he is to work on the farm. All the tenants had to contract themselves out of the Agricultural Holdings Act.

Lord *Kenyon.*

46,634. Particular clauses, or what?—I do not know any particular clause.

46,635. How does the contracting-out clause run?—The agreements were made before the Act was passed. They had to sign afterwards to contract themselves out. We had to leave Penlan under six months' notice, very much to our loss, to my loss at least. All the tenants on this estate in our district are now Churchmen. They were not always so. I have now finished with that estate.

There are other estates I can speak to in Nantcwnlle parish. The chief owners there are Mr. Rogers, of Abermeurig; Mrs. Griffiths, of Gelly Talsarn, and the estate of Pengelley, an estate owned by several parties. The other gentlemen who own more than one holding there are Mr. Davies, of Llanfeilog; Mr. Bonsall, of Fronfraith; and Mr. David Jones, of Frongoch. The rest of the parish is held by freehold occupiers. There are 46 freehold occupiers of over 4 acres in the parish. As to Mr. Rogers' estate, he is generally considered a very kind landlord, but there are a few points in his dealings with his tenants that are not so agreeable.

46,636. What Mr. Rogers is that?—Mr. Rogers of Abermeurig. I lodged for three years in one of Mr. Rogers' farms, and that is how I found out particulars of the estates. There are three farms adjoining: Pantcyfyng, a farm of 65 acres in extent, rent 30*l.*, the rateable value assessed for the poor rate at 22*l.* 10*s.* Then Bryngalem adjoining is 66 acres, the rent is 25*l.*, and the rateable value is 25*l.* Then Tyn'rhos 121 acres, 25*l.* rent, and 25*l.* 15*s.* rateable value. We think that Pantcyfyng is very dear compared with the farms adjoining. I get it from old people that this Pantcyfyng 60 years ago paid 15*l.* rent. It advanced to 19*l.*, which was the rent until the year 1854, when it was advanced to 25*l.* The tenants then there, saw that the place was too dear, and left two years after. Then it was rented in 1856 at 30*l.* a year,

Lord *Kenyon*—continued.

which makes in 60 years an advance of 100 per cent. Mr. Rogers' tenants are also expected to provide him with several things besides their rent. Tyn'rhos, Pantcyfyng, Bryngalem, and Corngam Mawr, and other farms at the top of the parish have to take down to Abermeurig yearly six loads of turf each on their own finding. *See* 46,866–46,880.

46,637. That is peat?—Peat,—fuel for fires.

Mr. *Richard Jones.*

46,638. Is that done?—Yes, it is done now by these tenants.

Lord *Kenyon.*

46,639. It is an old custom, I suppose?—I suppose it is an old custom, but it is always carried on. They are also expected to send a man and a woman one day each to assist in cutting this turf. This is on their own finding as well. They also send something that is called *ynyd*, that is the Welsh word.

Professor *Rhŷs.*

46,640. A gift at Shrovetide, I suppose, you mean?—The custom is one hen and 20 eggs yearly.

Lord *Kenyon.*

46,641. Is that custom still carried out?—Yes, it is still carried on. It is dropping out. Some of the farmers are refusing it, I think, but it is the rule that it is carried on.

46,642. It is being allowed gradually to lapse?—Yes, with some. The tenants are also expected to send a man to cut the landlord's hay, as a rule. On the Gelly estate Mrs. Griffiths is the landlord; she is generally considered to be a bad landlord. The out-buildings on this estate are not good, as the tenants are obliged to put up out-buildings at their own expense. It is in some of the agreements that they are to do that—that the buildings are to be kept up. The tenants of two, at least, of the farms, Brynele and Tyncwm, I know have done so, they put them up at their own expense. The out-buildings now in many of these holdings are in a deplorable state, namely, Rhydygroes, Dole aeron, Blaenpant, Brynele, and Pencwm. The sanitary authority at Tregaron had to proceed against this landlord last autumn to compel them to put a house called Ty rebecca in proper repair. It had been for years a disgrace to the neighbourhood. I enter a draft copy of agreement which some of these tenants have signed (*handing in agreement*). In this agreement there are penalising clauses, and the buildings are to be kept up, and there is also this: "That the tenant is to carry 10 loads of "turf, and to bring two fat geese and 40 eggs "yearly to the said Margaret Griffiths," and so on. Most of the tenants on this estate send those Shrovetide presents, the *ynyd* dues.

Mr. *Richard Jones.*

46,643. In addition to these?—Not in addition to what is put in there; that is the gift; it is put in the agreement there. A tenant two or three years ago left two loads of this turf without taking it down. When he went down to pay the next rent, he was told that he had not finished paying the other rent, that there was a balance against him of two loads of turf. The tenants on this estate are also expected to send a man each to cut hay, one day each. These landlords are strict game preservers.

Lord *Kenyon.*

46,644. That is Mrs. Griffiths?—Her son or nephew, some relation of hers living with her. The tenants dare not touch the ground game, but illegal poaching is carried on to a very great extent. There are so many freeholders about, and they get a chance. This landlord made no abatements of rent, except once, to meet the bad times.

Mr. *Richard Jones.*

46,645. When was that?—Some three or four years ago; I am not certain of the date. They got an abatement of 25 per cent. in one of the rent audits. That was the only abatement made.

There are other farms in the neighbourhood which I have some facts about. Pantybeudy where the noted Daniel Rowlands, the founder of Welsh methodism, spent most of his life; it was owned by the late Mr. T. Lloyd Edwards of Lampeter (a solicitor) and his friends and some relations until the year 1883, when it was sold. It was rented in 1846 to Mr. Richard Jones at the rent of 40*l.*; in 1872 it was advanced to 45*l.*, and in 1881 it was advanced to 60*l.*, but 5*l.* of this advance was afterwards allowed.

46,646. What is the size of that farm?—59 acres. That is an advance of 50 per cent. in 35 years. The tenant of this farm spent much money and labour in improving the farm, he had two or three grown up sons working on the farm with him, improving the farm, he did all the haulage and labour towards building a dwelling-house, but received no compensation whatever when he left in 1883, and the farm was sold for 1,700*l.*

46,647. What was the rent when it was sold in 1883?—60*l.*; only 5*l.* was allowed. Then another farm where that tenant Richard Jones went after his place was sold was Tylau. The farm belonged at the time to a Miss Thomas, Abermarlais, Carmarthenshire. This man is ill in bed, so he could not have come here to-day. He would have been giving evidence to-day here, only he is not fit to come. The rent of that farm in the year 1834 was 30*l.*, but in the year 1880 it was bought by a Mr. Davies of Llanfeilog for 1,900*l.* and the rent was advanced to 60*l.* in a lease. That is the only example of a lease which we have in the upper part of the parish. This lease allows 10*l.*

Mr. *Richard Jones*—continued.

abatement for the first 10 years; but this landlord has helped the tenants in improving the farms, and he gives each tenant yearly some eight or nine tons of lime and keeps the buildings in good repair. On all these estates in our district the tenants are afraid of the landlords and of their agents. In 1884 or 1885 the tenants of Jesus College met at Berthneuadd to write out and sign a petition to the landlords asking for a reduction of rent. I wrote out the petition, and when it was ready for signature we spent about two hours inviting each other to sign first. Everyone was afraid to be considered a leader. We held two or three meetings last year at Bwlchyllan with the purpose of getting evidence ready, but not one of Mr. Rogers' tenants or of the Gelly estate tenants dared to come near the meetings, though outside privately they sympathised with the objects of the meetings, and wished us God speed. Another proof of this fear is, that here to-day there are scarcely any tenant farmers, pure and simple, coming forward to give evidence; there is only one I think in the lot. They are all something else as well. About 10 months ago, there were 10 or 12 tenant farmers who had promised to give evidence. I received a letter about three or four weeks ago from one of the tenant farmers who had promised to give evidence in which he gives his reasons for not coming,—one of the best witnesses that we had, a very intelligent man and a man of long experience in farming, his letter proves that he is afraid to come. (*The letter was handed in.*) I think there are two reasons for this fear. The landlord's actions in the past, account for it. There are two or three cases to prove that. First of all, David Davies of Pencwm on the Gelly estate. There were two brothers farming there. The actual tenant was David Davies, but after the election of 1868 David Davies lost the place and it was rented to his brother at an advance of 5*l.* Another case on that estate was a man we call Jenkin Penlan Las, which is in Trefilan parish, that is adjoining our parish. He had to suffer for similar reasons, to go away from his farm, and broke his heart and died very soon after. John Davies of Penrhiw, one of the witnesses to-day, was a tenant of Llanfeilog on the Monachty estate, at the time, he had his rent advanced 2*l.* as a penalty for voting; he was told that it was so before the advance was made. Another instance is a witness that will appear at Aberayron, the Reverend David Davies of Hafodhir, a tenant on the Crosswood estate at that time. He had notice to quit for voting wrong in 1868. Another reason for the fear is the difficulty which Nonconformists feel in getting holdings from landlords who are Churchmen. The last farm rented to a Nonconformist in Nantcwnlle parish by Mr. Rogers was in the year 1856. There are 11 or 12 farms in Nantcwnlle where Nonconformists lived 40 years ago and Churchmen live now (*for List, see Appendix*), but I cannot find a single instance where Churchmen lived then and Nonconformists live now, except in those instances where they have bought the holdings.

See 47,438–47,470.

See 47,719–47,735.

Sir *John Llewelyn.*

46,648. Are you speaking of one estate only?—I am speaking of the parish.

46,649. The whole of this parish?—No, Nantcwnlle parish in this union. In Nantcwnlle parish there are 84 tenant farmers holding over 4 acres. I do not take account of those under 4 acres. There are 84 tenant farmers in the parish, and of those 84, 24 are Churchmen, making 29 per cent, but out of 46 freehold occupiers of over 4 acres in the parish there is not one Churchman except the vicar. There is one man doubtful, and I count him a Churchman. That gives them 2 per cent. of the freehold occupiers. (*Lists of 84 tenant farmers and of 46 freeholders were produced, specifying whether Nonconformist or Church in each case. See Appendix.*)

Lord *Kenyon.*

46,650. How many occupiers?—46.

46,651. Then it is 2 in 46, not 2 per cent.?—One doubtful out of 46; I do not count the vicar.

Mr. *Seebohm.*

46,652. Do you count him among the 46 freeholders?—I do not count him anywhere.

46,653. But there are 46 freeholders you say?—Yes. Another reason of this fear is the scarcity of farms. There is a land hunger. There are more tenants wanting holdings than there are holdings for them, and there are several things in Wales which tend to increase this demand for holdings. One reason is that the holdings are, as a rule, small in size, and require only a small capital to take to them. I find that the average size of the holdings in our parish of Nantcwnlle over 20 acres just reaches 54 acres; taking the average size from 5 acres up it is only 25 acres. This gives a greater number of people able to take a farm and stock it. We have many instances in the district of farm servants and artisans, after saving a little money, taking to farming on these small farms, and thus they compete with the farmers' sons and drive up the rents. Another reason is that emigration is very much limited amongst the Welsh farmers by their language. They are to a certain extent tied to their own country by the Welsh language, and I believe that the love of country, too, has something to do with it. A Welshman finds it hard to leave Wales, especially those who have not been properly educated. Religion makes a difficulty too, for the Welsh are a nation of Nonconformists, and when they leave and go to a new country they have to give up the chance of worshipping their God in the religion they have been used to, or in the particular form. There is another reason, I think, that farmers are afraid, that for ages now in Wales the landlord and the parson have been the sole representatives of authority—of political power. People have been used to look upon them as the representatives of everything that was English. These conditions have had a very pernicious effect upon the farmers as a class. It is well known in the district that only farmers who have grown-up children working on the farms, or who have separate incomes—money coming in from something else—can pay at the present time for the farms. I know many farmers in the district who are hopelessly in debt. They borrow money to pay the rents, and there is poor farming as a rule; there are houses falling out of repair, and labourers going away. In our parish there are 25 houses where labourers used to live, most of them with land to keep a cow; there are 25 of these houses gone out of repair so as to be without tenants in the last 20 years. I have a list of them here which I can give you. (*See Appendix.*) I have taken them out of the rate books for the parish.

Mr. *Seebohm*—continued.

46,654. That is in Nantcwnlle parish?—Yes. There are other effects too. The present conditions affect the character of the farmers as well as their circumstances. There is a tendency in them to be hypocrites at the present time. They are afraid, and so they pretend to be what they are not. There is a tendency that way, and they betray each other by bidding against each other for farms, and so on. With regard to the state of agricultural education in the district I have taught large classes of farmers and others in Nantcwnlle, Blaenpenal, and Garthely parishes, and I have found that the teaching, to be effective and of any use, must be entirely in Welsh in these districts, and must be very very simple and elementary. I find from my experience that the lectures given by the University College lecturers are, as a rule, too advanced for the class of people they are intended for. Demonstrations in butter-making have done much good, but this and the lectures affect only a small circle round the chief towns and the larger villages. There are parts of Cardiganshire, for instance, where these lectures are not known even by rumour, and even now most of the butter is put in wooden tubs, and made much too salt, and was sold last year in the district at prices ranging from 6*d.* to 1*s.* a lb., and there are instances below that. I think that the college agricultural grants ought to be increased, the grants from the Government ought to be increased so as to make the work more thorough. The district is so rural and so scattered that they want more money to work it up more thoroughly.

Mr. *Richard Jones.*

46,655. What is the county council grant—250*l.*?—I think it is.

Lord *Kenyon.*

46,656. What is the grant from the Government to Aberystwith College—500*l.*?—I do not know the figure. I think it is 700*l.* now; it has been advanced lately. There have been many private teachers teaching like myself round the district and I think that better work could be done by using those teachers. We have been holding classes in this neighbourhood in this union before the Aberystwith College started the work, and so prepared the way. It is only those students who have been in our classes that can do anything with the lectures that they give.

Mr. *Seebohm.*

46,657. Are you speaking of Board School teachers?—The majority of them, but there are some teachers who are practical farmers. Mr. Jenkin Lloyd, for instance, is a practical farmer, who is teaching agriculture and there are two or three others in the district. It would be well if those teachers were helped in the rural parts and their work supplemented by the college lectures, and a small grant made to help them because all their salary for teaching must depend on what they get for grants, and their chance of getting grants is very small indeed, because the students are monoglot Welshmen and the examination is in English, so that it is almost hopeless to go in for an examination and to get any grant. It would be a great help to these classes too if the examinations in agriculture were held in Welsh as well as in English, so that the farmers' sons would be able to pass. I find that the chance of passing an examination is a great help to get up a class.

There are some instances of encroaching on enclosures in the Nantcwnlle parish that I would like to refer to. The upper part of the parish was enclosed by Act of Parliament about 30 years ago and in the award then made by the Commissioners, four lots were left as turbary grounds for the poor people to get peat. They were left to the churchwardens and overseers as trustees, but a great part of this turbary ground has been encroached upon by the adjoining landlords. The tenant of the vicar of Blaenpenal has taken a good deal of it, and Davies of Bryngwyn on the other side, a tenant and freehold occupier has taken a good slice on the other side: so that poor people now have to go elsewhere to look for their turf. I find too on the award that No. 295, a field of about 3 acres in extent, was given in trust to the vicar and churchwardens for a school and playground for the parish. The vicar gets the rent and keeps it, as far as we know. It does not come in any way into the parish. There is a common at Bwlchyllan—Bwlchyllan bog we call it. There is a piece of some 9 or 12 acres in extent of common there where people were supposed to get their turf. It has been divided now by the adjoining landlord or by the tenants representing the landlords, at least, Mr. Rogers, Mrs. Griffiths, and Mr. Davies of Llanfeilog. One man named John Jones, of Tynewydd, has held his ground there and kept possession of his piece in the midst of it: he is the only one. All the other poor people in the parish have now to pay for being allowed to cut turf on the common left to them if they are not tenants to these landlords. In the face of these difficulties I think it would be an advantage to the farmers if a Land Act were passed that would secure fair rents and security of tenure in some way or other. Further assistance should be given to these farmers who buy their holdings, by lending them money at a low rate of interest, as well as to help those who are already heavily mortgaged. That, my Lord, is the end of my statement.

Lord *Kenyon.*

46,658. With regard to this Gelly estate; are the rents low on that estate?—The rents are high.

46,659. Were these stipulations as to the fat geese and the carrying of turf enforced in fresh agreements upon the tenants or were they part of the old agreements under which they took the farms?—As far as I have been able to find out the Gelly tenants did not receive a copy of their agreements, so I have been given to understand, and this copy I have got is a draft copy. It was drawn out by the man who acted as agent at the time and somehow it got into another man's hands.

46,660. But do I understand from you that these were old customs that have been on the estate for some time?—Yes, I suppose they are customs in the central parts of the parish.

46,661. But they are well-known customs?—No, they are not very much known.

46,662. I am speaking of the Gelly estate; they would be well known to the tenants of that estate?—Yes.

46,663. Therefore they were taken as part and parcel of the rent?—Yes.

46,664. You say that very few tenants are coming forward, and you attribute that to the fear of their landlord, but perhaps they have not so much to complain of as you think. Would that be the reason?—If they are in good circumstances they might come forward to say so.

46,665. Perhaps they think that is too much trouble. We have heard that given as a reason before now?—Oh, no; my ground for making the statement is their private conversation to me—tenants of Mr. Rogers and of Gelly.

46,666. If Nonconformists find it hard to get a farm, how do you account for there being a majority of Nonconformist farmers?—It has been the old tenants who have not moved.

46,667. There is no attempt to displace a man then because he is a Nonconformist?—No, that cannot be brought against Mr. Rogers, at least, and the Jesus College estate; they do not turn them off.

46,668. You say that language is a drawback to emigration?—Yes.

46,669. This is essentially a Welsh-speaking district, I understand, all round here?—Yes, all round.

46,670. Is the English language progressing, or not?—Yes, but the farmers' sons, as a rule, are the most backward, because they are tied to this district during their lives. Other children go away to work, and so on.

46,671. I suppose you hold, as a practical man, that it is well for them to understand both languages?—Yes, certainly, to know both

46,672. With regard to these freeholds, of which there seem a great number, I suppose a good many of them are bought on mortgage?—Yes, a good many of them.

46,673. Is their not a danger of their being called in owing to the depreciation of land?—It is very seldom the case.

46,674. But if land falls much more in value there is that danger?—Of course if there is a fall

Lord *Kenyon*—continued.

in capital value, but there are very few cases in which mortgages have been foreclosed.

46,675. Is there any fear of that now, do you think?—Some are afraid, I know.

46,676. That is rather a serious thing for the freeholders, I mean?—Yes.

46,677. You, I understand, think it would be a good thing if Government advanced money to save these people?—Yes, these freehold occupiers suffer more now than the tenant farmers actually, but they gain in independence and something of that sort; they feel more comfortable.

46,678. They gain in sentiment, but lose in practice?—Yes, they lose in pocket.

46,679. As to these encroachments. The enclosure you refer to was an enclosure under the Act?—Yes.

46,680. Do you think the poor people have any rights?—As I say, according to the award of the Commissioners, certainly they have rights.

46,681. And there have been encroachments since?—There have been encroachments there.

46,682. Cannot these encroachments be resisted?—That ought to be done by the churchwardens, but they have neglected their duty. The churchwardens, as a rule, are appointed by the vicar.

46,683. One by the vicar and the other by the parish, I suppose?—The rule has been there for many years, that the vicar really appointed the two. It has been changed some time ago; I think it has gone back again this year. Mr. Rogers and one of his tenants were the churchwardens for years.

46,684. Of course the vestry elects one. I do not know what the vicar would have to say to it?—Well, they were very friendly with the vicar, and I suppose that had something to do with it.

46,685. Then, with regard to agricultural education, are you a teacher by some appointment?—I am qualified under the Science and Art Department. I hold an honours certificate.

46,686. But by any appointment from the county council, or anything like that?—No.

46,687. You simply do it on your own account?—On my own hook.

46,688. I am very much interested in these classes, more especially in the Bangor College, and I am very glad to hear what you say about them. I fully agree with you that they should be conducted in Welsh as well as in English; it is hopeless to try to teach them in one language only?—Yes, and the examinations ought to be also.

46,689. Then you think the classes are too advanced for the farmers?—As a rule they are.

46,690. You do not speak very highly of the intelligence of the farmers?—Well, you must remember that one of our lecturers at Aberystwith is an Englishman, Mr. Alan Murray. He held a meeting down here in Tregaron——

46,691. What he said was given through an interpreter, I suppose?—No, there is very little of that carried on; but even if they were interpreted—what I mean is that these lectures are

Lord *Kenyon*—continued.

suited to advanced students, and not to elementary students.

46,692. What do they want, teaching in the elements of dairying, or what?—The simplest elements of the subject is what is mostly wanted and practical experiments, something that they can understand.

46,693. Then you do not think the intelligence of the farmers is very high in the district if they want teaching in the most elementary branches?—I mean the elements of the science, not the elements of the practical part; they know that by experience; but they go on farming as their fathers did and as their grandfathers did.

46,694. And you think the farming might be more profitable if they farmed on a more scientific method?—Yes.

46,695. Have the landowners in this district done anything to promote the breeds of cattle or of horses? Do they get sires or stallions?—Nothing whatever in the part I refer to, in the lower part of the union.

46,696. I saw a couple of stallions in the street in Lampeter yesterday. I do not know whose they were?—Stallions in this part of the country are private property. In the district I come from, the upper part of Nantcwnlle and Penuwch, there are many small farms from 10 to 15 acres, and two or three of those farmers have stallions.

46,697. I understand there is a good deal of breeding of cobs and ponies in this district, is there not?—Yes.

46,698. How does the price of them compare with former years?—They are not equal to what they were, but good horses sell well. The breed is deteriorating. You cannot find so many good cobs now as you could a few years ago.

46,699. What would you suggest; should there be a veterinary examination of the stallions?—I think a good deal might be done.

46,700. There is more harm done by a bad stallion than people imagine?—Yes.

46,701. Have you any other practical suggestion that you can make?—I think the breed might be much improved in the district if the landlords helped the tenants.

46,702. Are there any prizes in the local shows or anything of that sort?—No, not nearer than Lampeter. There was an attempt made to get the Lampeter show held alternately in Tregaron and Lampeter. There was an attempt that way, and we hope it will be successful by-and-by. Of course that would be beneficial.

46,703. I expect you suffer a good deal from want of railway communication?—Very much. In the districts where I am now I have to pay 4*d.* a cwt. for carriage from the railway station

46,704. You cannot be in touch with the outer world very much?—No; we have to do without many things that we would like to get, simply because of the carriage, and the difficulty of getting it is too much.

46,705. Do you think light railways would be of any advantage to this district?—I think they would, for the middle part of the county.

Mr. *Richard Jones.*

46,706. Having been amongst farmers a good deal, do you find that these duties are irksome to the tenants?—Very.

46,707. They feel that there is too much of a touch of feudalism about them?—Yes; one of those tenants told me that he had to supply them with fowls, *ceiliogod* (cocks) was his word, and when they had not got them they had to buy them or to get them somewhere. Another one never rears geese, but at the same time they must find two for the landlord.

46,708. Are these customs observed in every case?—Some have broken away from them. But these exceptions are very few.

46,709. In those cases where the tenants have not observed the practice have they in any way incurred the displeasure of the agent or the landlord?—I cannot say that they have suffered. I cannot say; but they have been told about it.

46,710. Reminded of it?—Yes, on the Gelly estate I am sure. I cannot be certain that they have been reminded on Mr. Rogers' estate, but on Mrs. Griffiths' estate they have been reminded.

46,711. But there is a feeling that these things should be expunged from the agreement?—Yes.

46,712. If I recollect rightly it was two or three years ago a very wet summer. In what condition was the turf when they brought it down to the landlord that year. I know it was a very bad year for turf?—Well, I cannot recollect the condition the turf was in.

46,713. I suppose that is taken into consideration by the landlord when he receives the turf?—The quality of the turf would depend on the landlord himself, not on the tenant, because the tenant only carries it. It is the carriage down,—they have to send a man with a horse and cart to carry the turf down.

46,714. And he sends his man to cut the turf for one day?—Yes, for one day, and a woman to assist in spreading the turf out to dry.

46,715. You say that one landlord, I think you said it was the Gelly Estate, made an abatement once of 25 per cent.?—Yes, that is about three years ago. I think.

46,716. Three or four years ago?—Yes.

46,717. Were abatements general at that time?—No, they were not general.

46,718. Was that made to cover past sins?—Yes; they were piled up in one instalment.

46,719. Do you know if any of the landlords in this neighbourhood have publicly announced there was perfect liberty for tenants to appear before the Commission to give evidence?—No, they have not.

46,720. Have they in any way discountenanced their tenants coming forward?—I have not heard of anything definite.

46,721. You say there is a complaint amongst farmers that the grant is not large enough towards agricultural education?—Those who take an interest in it.

46,722. You have your remedy. I suppose the majority of your county council are rural representatives. Is not that so?—Yes, the

Mr. *Richard Jones*—continued.

majority, I suppose, will be; they are to a certain extent governed by the sharper ones from the towns.

46,723. I suppose you have a cabinet or something like that of the council?—Well, I suppose the strong will govern always; they have been used to Local Government already, and the rural councillors have not.

46,724. What becomes of the rest of the money, this drink money, as it is called; is it accumulating for the benefit of the intermediate schools?—I understand it is.

46,725. So that it is well applied in that way?—Yes, it will pay in a long time to come. Twenty years hence we shall reap the fruit of it

46,726. But you want a quicker return?—Yes, rather to meet present circumstances.

Lord *Kenyon.*

46,727. Have you made any representation to the Aberystwith College about what you say here?—No, I have not.

46,728. I mean to say that their lectures are too exalted?—I think they are going as far as their funds will allow them.

46,729. But I mean have you told them that you thought their lectures were of too high a class?—No, I have not.

46,730. Of course the less high class would be cheaper; I suppose from their point of view the less high class lectures would be less expensive?—Well, it requires quite as able a man to give a simple lecture as an advanced one and to make it interesting to the country people.

Mr. *Richard Jones.*

46,731. I suppose these people who bought their holdings did it for the purpose of acquiring a position of independence chiefly?—Yes, and through the difficulty of getting places. They made great efforts to secure a holding, a home. Some of them even doubled their rents in doing it.

Mr. *Seebohm.*

46,732. You said in 1861 and 1868 certain buildings were put up upon these farms belonging to Jesus College, and the rents were raised?—Yes.

46,733. You did not give us the acreage of those farms?—It is in my statement, I think.

46,734. You gave us five farms; can you give us the acreage of the farms in the same order?—Yes, I can give the acreage of them all. Leaving out the wood on the estate, Upper Penlan is about 99 acres; the rent is 52*l.* 10*s* Tir College is about 96 acres without the wood.

46,735. That is the 50*l.* rent?—No, Tir College was 72*l.*; but a return of 12*l.* was made, so that they actually pay 60*l.* now. Then Lower Penlan is about 100 acres; that is the one that was advanced to 50*l.* Berthneuadd is about 121 acres.

Mr. *Seebohm*—continued.

46,736. That is the 110 acres?—That is the 110 when it was sold. Llwynbrain, which was really part of Berthneuadd at the time was 15*l.*

46,737. Do you consider that these advanced rents are high?—Yes.

46,738. Are they higher than others in the neighbourhood?—Higher than the majority of farms. I cannot say that they are higher than farms that have been let since the times were good, in the seventies.

46,739. Was the expenditure in buildings large at that time?—I cannot say exactly the sums that were expended by the college.

46,740. It is very difficult to judge then whether really injustice was done in putting up those rents at that date. Then with regard to the agreements. I do not suppose you would think that the agreements were any more than what was usual in 1862. I see both these are 1862 agreements?—No, one is 1867 or 1868.

46,741. One is 1862 and the other is 186—, it does not say what?—I did not like to put in the date, because it might be inferred then which place it was.

46,742. However, they are both before 1870. That was before the Acts?—Yes, before the Acts. The last one was made about 1868, I think. The two of them are on the same principle; they are too stringent. They tie the farmer up very much.

46,743. One would generally expect that there would be a modification since the Agricultural Holdings Act, and of course the Agricultural Holdings Act itself would give a protection which is not given in these documents?—Yes, but the tenant farmers think otherwise. They think they are tied up by these agreements.

46,744. Are these same agreements used now? No other agreements have been given, except the contracting out that took place.

46,745. You do not mean the contracting out since 1883?—No, after 1875.

46,746. Since 1883 it would have been illegal to contract out?—Yes. It is the first Agricultural Holdings Act, 1875 that I refer to.

46,747. That has been remedied by the next Act, the Act of 1883. Then with regard to this case of interference with the land set aside for turbary which was taken after the enclosure. You will have your own remedy now in the parish council, will you not?—Yes, unless the encroachment will be too old; I do not know if there is a certain time limit.

46,748. That seems to be a grievance which the State, at any rate, has tried to remedy in this Parish Councils Act?—Yes.

46,749. Then you say you want further legislation in order to protect the tenants against exorbitant rents. You say you want fair rents and security of tenure?—Yes.

46,750. What sort of protection were you looking for?—Well, I am afraid we cannot get it without some independent valuation, independent of the landlord and the tenant.

46,751. It seems to me that there are two points that want consideration. One is this question of religion. You say that the Non-

Mr. *Seebohm*—continued.

conformists have not been fairly dealt with as regards the farms?—I suggest it from those facts.

46,752. There is fear lest, being Nonconformists, they should be turned from their farms?—Yes, there is a fear.

46,753. Now, what proportion do you think are Nonconformists?—In that parish certainly seven out of every 10 are Nonconformists.

46,754. Seven out of every 10?—Yes, in our parish.

46,755. Would you say generally that two-thirds or three-fourths was an over estimate?—Three-fourths is under the estimate for our parish.

46,756. But taking all the country round?—Well, taking the country round I should say three-fourths would be about the best I could give; but in our parish it is different.

46,757. Has it ever struck you what a substantial proof that is that after all the landlords, taking them as a class have been tolerant. If the landlords as a class during the last 10 or 15 years had been intolerant men and had done what you say the tenant farmers fear they may do, there would not have been two-thirds or four-fifths or seven-tenths Nonconformist tenants on their properties?—I misunderstood you. I took the population altogether when I said three-fourths, not tenant farmers.

46,758. What proportion of the tenant farmers are Nonconformists?—I should say they would be about 60 per cent.

46,759. Not more than that?—60 to 70 per cent.

Lord *Kenyon.*

46,760. It is a pure guess on your part I suppose?—Of course it is. I am guessing from my own immediate neighbourhood.

Mr. *Seebohm.*

46,761. Still you would feel, would you not, that at any rate in the last few years since 1868, leaving politics out of the question, there has not been any intolerance, any substantial intolerance, on the part of the landlords so as to affect the number of Nonconformist tenants on the farms?—There has not been substantial intolerance apart from the time of that election or something like it. We have had the ballot since then.

46,762. Do you consider that apart from any vague fear there may be there is real ground for that fear now?—But they use the ballot to deceive the landlord and to deceive other people as well.

46,763. Who use the ballot to deceive?—These farmers and so on.

46,764. I do not understand you?

Lord *Kenyon.*

46,764A. You mean it makes them hypocritical?—When the candidates come round, the tenants do not say what they will do; they will say, "Oh, we will not go against you," or something like that.

Mr. *Seebohm.*

46,765. Is there much shifting from one Nonconformist body to another in this part of the world?—No, not much.

46,766. Then the real difficulty seems to be this. One reason why they are afraid on these religious grounds is the land hunger?—One reason, yes.

46,767. The number of applicants for a farm and the tendency to outbid one another?—Yes.

46,768. And that raises a fear that they may be displaced on rather a small excuse?—They fear that their chances as Nonconformists will be very small to get a holding under those conditions. If a Churchman and a Nonconformist are bidding for the same farm the Churchman will get the farm as a rule.

Mr. *Richard Jones.*

46,769. That is, other things being equal of course?—Well, I would scarcely like to go so far as to say that in every case.

Mr. *Seebohm.*

46,770. But the real thing we have got to try to shield the tenant farmer from is the competition rent produced by the land hunger?—That is the worst feature.

46,771. The landlords if they choose could get higher rents by going to the competition rent in the case of farms?—Yes.

46,772. Now I will just ask you one question because I think it is an important one. Supposing that you ask for a land court, that land court would be to shield the tenant farmer partly from the landlord and partly from his fellow tenants, from competition?—Yes, and to shield the landlord as well from bad farmers.

46,773. So that the shield is not entirely wanted as against the landlord?—No, it is wanted by three parties at least.

46,774. Would you say that it is more wanted as against the competition, the land hunger, than it is as against the chance of there being a bad landlord?—Well, I cannot say that it is more wanted.

46,775. But at any rate there are those two sides to it?—The two facts work together to a certain extent, the scarcity of holdings and the feeling that the Nonconformists, though they are, say, 70 per cent. of the whole body will stand a very poor chance of getting holdings.

46,776. But if the landlords hitherto have not taken competition rent, they to a certain extent have been a shield against the land hunger; the fact that they have not taken competition rents shows that?—I find that the rents in our district which are fair are the rents of places which have not been let in the last 20 years.

46,777. Which have not been altered?—Not been altered or let; those are pretty fair. The others, where new tenancies have been taken, are not so fair.

46,778. But, I suppose, in this part of the country, as in others, the landlords have allowed

Mr. *Seebohm*—continued.

the families to remain on the land, to a very large extent, from father to son, have they not?—In many cases they have; not always.

46,779. So that they have been a shield and protection to the sitting tenant, but you think not a sufficient protection?—Not sufficient.

Mr. *Richard Jones.*

46,780. Just one other question. I suppose there are in this neighbourhood, as there are in other neighbourhoods, unscrupulous landlords who would take really the highest bid for a farm?—Oh, yes, there are examples of that, I think.

46,781. Without taking the trouble to inquire whether the applicants are desirable tenants or not, they simply take the highest bid?—I cannot say, without making inquiries, at all.

46,782. You suggest a land court as a protection against bad landlords?—Yes, as well as from this unhealthy competition, and to get rid of the fear, so that the people will be free, and will feel sure that they will be dealt fairly with. I think it will make them better farmers.

46,783. Do you think that any landlord now would let a farm to a Churchman when there was a Nonconformist applying, who was perhaps a more desirable tenant?—Well, as far as my personal knowledge goes, I think that in our parish not one Nonconformist succeeded in getting a holding since the year 1856 under these Church landlords.

Professor *Rhŷs.*

46,784. I have not been bursar of the Jesus College estates for very many years, and I am very glad to learn a little as to the history of the previous management of the estates. You mentioned a rise in the rents on the college estate in Nantcwnlle. About what year was that did I understand you to say. Was it 1868?—It took place about the time the buildings were on, after the buildings were put up, or most of them.

46,785. Since my time I have heard more about abatements and reductions than about advancing rents?—Yes, I know.

46,786. I was rather surprised to hear that you had drawn up a petition, and that the tenants were afraid to sign it. When I come among them they tell me every kind of thing that comes to their mind with the greatest freedom I should say; my difficulty is to get an end to the string of conversation?—They are surprised, I suppose, to find that the authorities of Jesus College are so homely as they are when you come among them; they think much more of them, that is, they are more afraid of them in the distance.

46,787. Have you ever known any of the Jesus College tenants to be canvassed by anyone connected with the college for their votes?—No.

46,788. With regard to the religious question, what you tell me now is that all our tenants are Churchmen?—Yes, in that parish.

Professor *Rhŷs*—continued.

46,789. And you have known some to have been Nonconformist?—Yes, at our place—Upper Penlan.

46,790. Just tell me where have the Churchmen come in?—At the farm where I have been.

46,791. At Penlan, Nantcwnlle?—Yes, the present owner is a Churchman.

46,792. You married our tenant's daughter, I think?—Yes.

46,793. Our tenant was a Nonconformist. Is that so?—Yes.

46,794. I do not know, I confess, as I have absolutely no information. I am asking you?—My father-in-law was a deacon at the Methodist chapel at Penlan.

46,795. I never heard that before. If they had been Mormons I suppose I should never have heard of it, unless they had done something queer?—I believe there is an agent in Carmarthen who is a Churchman, and, of course, he may interfere, or something like that. I do not say that he does.

See 46,861.

46,796. Well, I am sure he has never had such instructions, and I should doubt whether he would undertake so much on his own responsibility; but you know how a Churchman came in at Penlan. I went down there, and let the farm myself for your mother-in-law. She called in whom she liked to be tenant, and she pointed out to me a trusted old servant of hers, and said that was the man she would like to let the farm to. Of course, I did not let it entirely upon that ground, as I heard also that he was a good farmer; he seemed to be satisfactory to her also. I never inquired whether he was a Churchman or a Nonconformist. That is how he came, is it not?—Well, I cannot deny it, of course, but I was not present at the time. I had left and gone up to Penuwch, so I did not know how you had arranged with her. I have married since then, and the connexions between us have not been so close as they were

46,797. I arranged with the widow and to her satisfaction, so far as I could find out, without making any inquiries into the religious convictions of the man?—She was very much put out by having to go away without getting any money, because she had been compelled to sell every right that she had there to me, the family had got into trouble, into straits. When my father-in-law died, he left about 1,100*l.* dry money to be divided, but it had been all spent, and they were in debt when I went there. Of course there were some two or three farms which they could not touch, and stock and crop.

46,798. They went in for something besides farming I think you said?—Yes.

46,799. He was a builder?—No, this one was not. It was a trustee, the grandfather, who was the builder. He was taken in as tenant with my mother-in-law because he was trustee under the will of the late tenant, Evan Jones.

46,800. But you do not mean to suggest that she lost the 1,100*l.* in a few years on the farm?—She did. I do not mean to say that the farm took all that money, but her mother took to buying farms and mortgaging them, and she used the name as a security, or something of that sort. That is how they got out of the money; but when I went there I tried to become tenant on the farm.

Professor *Rhŷs*—continued.

46,801. Did you succeed in becoming tenant?—I failed.

46,802. You were not accepted as tenant?—No, I was refused.

46,803. Were you able to show that you were a practical farmer?—Yes; I proved that on the farm, I think. I improved it at least.

46,804. Had you no school at that time?—No, not at the time.

46,805. Where is your school now?—At Penuwch.

46,806. It is the public elementary school?—The board school.

46,807. Under the school board?—Under the Nantcwnlle School Board.

46,808. Of course an agent has some discretion. We cannot always be coming down to let this farm and the other, and if we cannot trust the agent to select a man whom he thinks a practical farmer, we might as well do the whole thing ourselves. You can see that yourself, I suppose?—It is understood in the neighbourhood that the agent and yourself were not of the same opinion as to who should be the tenant at the time, as you rented it to a man whom he did not want; it is supposed that he had another man in view.

46,809. You touched on the religious question. You said there were Churchmen now where there were Nonconformists before. Is there a second instance?—In Berthneuadd years ago, the father of the present tenant was a Methodist.

46,810. But we did not disturb him?—No, I am only taking it as illustrating the influence that is going on, the indirect influence, of course.

46,811. Of course I cannot answer for that; but we did not disturb him, and with regard to that farm the tenant is still there, is he not?—Berthneuadd?

46,812. Yes?—Yes.

46,813. When the rise in the rents in 1868 was made was it understood to be the result of a valuation?—I think it was.

46,814. I do not know; I have no papers to refer to at present?—I think it was. It was Mr. Blathwaite, I think, who valued it. Of course I was not in the neighbourhood at that time.

46,815. When the farmers had a timidity in signing the petition, is it possible that you stated the case somewhat too eloquently, and that they felt that it was a little too strong, or something of that sort?—Well, they do not generally tell me that I am eloquent.

46,816. They would not tell you that to your face; but do not you think there might be something in it, that they felt that you were going perhaps a little too far?—I wrote it out according to their directions; I was simply acting as clerk; I was not a tenant so that I could not sign it. I had simply to write out what they agreed upon, and it was a fight between three old tenants who should go first.

Professor *Rhŷs*—continued.

46,817. Who should go first?—Who should be the first to sign, that was the quarrel. They all said, "nag a i wir ddim yn gyntaf" (No, indeed, I shall not go first). Everyone said, "You go first."

46,818. You said that two of the tenants failed?—Yes.

46,819. Who was the other that failed?—John Griffiths, Penlan, Abermeurig.

46,820. Is it not the fact that he also bought land; was it owing to our farm that he failed?—I have never been given to understand anything else. I do not know that he did buy land anywhere.

46,821. You never heard that he bought land?—No.

46,822. And bought land too dear as many people are apt to do?—No, I did not hear that, but it might be the fact.

46,823. And that he went away to America?—No, John Griffiths did not. He is dead.

46,824. Yes, the man who is dead, went away to America I think, for a time?—Oh yes, he ran away, and then came back again.

46,825. And then our agent allowed him to come back, to be our tenant again, and he died on the farm?—He was allowed to be tenant again with certain trustees I think.

46,826. But you would not be surprised that the agent required some amount of security?—I am not surprised at anything; only there is the fact that he failed in the holding.

46,827. With regard to that, he died the other day, and I was asked to consider the question of re-letting; the widow had the offer of two relatives of hers who wished to take the farm. I think one was a nephew and the other a granddaughter?—Yes.

46,828. I was consulted as to which was to have the preference. I said, "by all means the "one she prefers, who will take care of her," and it was the granddaughter who was selected, but I have never inquired whether she was a Churchwoman or a Nonconformist. At any rate, you see in this case that our farm was not to blame for the failure there, for he was able to go on there a good many years afterwards; we allowed him to come back, and he went on till a few months ago; he died only lately?—He had been going on by the help of other people, to a certain extent.

46,829. Well, there was a certain amount of security, no doubt, and his widow had her choice as to the tenant to succeed, and to take care of her?—Yes, I heard that last Saturday when I was down in the neighbourhood.

46,830. Then with regard to Penlan Nantcwnlle, the other failure, you admit that that was not entirely due to the farm?—No, not entirely. The whole money was not spent, but I know that they had to put money to make up the rent every year when I was there.

46,831. Are you aware that some people think that our tenant got considerably poorer when you came there?—Of course she did, because when my wife came of age she lost the management of property which she had no right to; she had

Professor *Rhŷs*—continued.

only a life interest in all the property, and when I married and my wife came of age, naturally I took possession of it; I did not let her squander any more of it.

46,832. There was one other thing you mentioned just now, that a tenant was obliged to make a gift of fowls on a certain estate; but you said they were cocks?—Yes.

46,833. Why should they have been cocks. Is that a custom that has come down from the cock-fighting times, do you know?—No, I think the reason is that hen chickens are kept, as a rule, for getting eggs from them. It is the cock chicken that is generally fattened and made fit for the table when young and tender.

46,834. If I were a landlord, and had that sort of thing to arrange, I should object to the old rooster, I must say; I think it would be safer to say hens?—It is the young cocks that they want.

Lord *Kenyon.*

46,835. I have some questions to ask you, by Mr. Vincent:—"Is this Colonel Lewes you "refer to Colonel John Lewes, of Llanlear"?—Yes. *See* 46,629.

46,836. "Did Colonel Lewes give the following abatements, 1885–87, 10 per cent.; 1888, "7½ per cent.; Michaelmas, 1891, 10 per cent.; "Michaelmas, 1892, 10 per cent."?—Colonel Lewes' estate, except this Llanlear, is out of my district altogether. It is in another parish.

46,837. You do not know whether he gave those abatements or not?—No, I do not; I simply know what the actual rent is there; that is all.

46,838. "Was your notice to quit given on "behalf of Colonel Lewes or of Jesus College"?—My notice to quit?

46,839. Yes?—The farm I was on was never sold to Colonel Lewes. It was Berthneuadd.

46,840. It has nothing to do with Colonel Lewes?—No.

46,841. "Do you say that in Colonel Lewes' "time there have been any failures on the "estate besides that of one publican"?—It is news to me that there was one there who failed on Colonel Lewes' estate. I do not know anything about him. The failures I refer to were the failures of the two tenants of Penlan on Jesus College estate.

46,842. Not Colonel Lewes' estate?—No.

46,843. "To whom did the Monachty estate belong in 1868–69?"—Gwynne, Monachty—by Aberayron.

46,844. "As a matter of fact is there not the "kindest feeling between Nonconformists and "Churchmen in Nantcwnlle parish? Did not "the Nonconformist farmers themselves sub-"scribe to the new church which was erected "there recently"?—I sent my horse and cart myself two or three days to carry stones there; that did not prevent me from helping. Of course it was done from a friendly feeling.

46,845. That is the question: "Is there not as "a matter of fact the kindest feeling between

Lord *Kenyon*—continued.

"Nonconformists and Churchmen"?—I may mention another thing to show that there are good feelings. When I was in Penlan when we began to get into trouble I took a school at Garthely; Mr. Rogers was the head manager. There was a little place under 3 acres where some of my wife's family had been living and we kept it on as tenants with Penlan; it was in the midst of the farm. It was 3*l.* a year rent. I got into great trouble one year; I lost a lot, and very soon after I buried my wife, and Mr. Rogers very kindly accepted one rent instead of two from me without my asking it. So that there are kind feelings between us in many things; but I am only referring to other customs connected with the estate.

46,846. "Do you mean to say seriously that "any man on the estate of Abermeurig need be "afraid of Mr. Rogers of Abermeurig. It is a "very large estate, is it not"?—I should say it is the largest estate in our parish.

46,847. Do you think that any man need be afraid of him?—Well, in some ways, no, but in other ways they are. They are afraid in this way, that when they lose a farm or something of that sort they cannot get a holding; it is difficult for them to get a holding under Mr. Rogers unless they are Churchmen. There is no doubt about that since the year 1856.

46,848. "Did you, although you were not "bound to do so, give notice to either Mr. "Rogers or to Mr. Williams, the vicar, that you "were going to give this evidence"?—No.

46,849. "You say that there have been many "secessions from Nonconformity or conversions "to Churchmanship in Nantcwnlle parish, you "may take the phrase you prefer; do you not "admit that a convert may be honest"?—I never said anything about converts.

Professor *Rhŷs*.

46,849A. I think his statement referred to the actual numbers of farmers, and so on. I do not think he spoke about converts.

(Mr. *Vincent*.) I thought there was a suggestion of that kind.

Lord *Kenyon*.

46,850. You do not admit that there was any suggestion of that kind?—Well, as a matter of fact there are converts there, and, of course, they may be honest, but I did not refer to that in my evidence.

Professor *Rhŷs*.

46,851. Are there any converts on the other side, do you know?—No.

Professor *Rhŷs*—continued.

46,852. Are there any converts from one sect to the other?—There is only one convert—well, there are only two sects in our parish, except a few at the bottom—at the lower end, near Talsarn; we are Methodists or Churchmen in the greater part of the parish. I know one Churchman who has become a Methodist, and that is the only one.

Lord *Kenyon*.

46,853. "Did you ever know a Nonconformist "landowner who had a Churchman for a "tenant"?—Yes, of course.

46,854. "You say you cannot deny what Pro-"fessor Rhŷs says about Penlan, is that so"?—I must know first what particular remark it was about Penlan. I cannot make a general statement.

Professor *Rhŷs*.

Is it as to the succession of tenants?

(Mr. *Vincent*.) I refer to the answer the witness gave to a question of yours; he said, "I cannot deny that."

Professor *Rhŷs* to Witness.

46,855. That was that the successor to your mother-in-law was selected by herself. I think that is what it refers to?—Of course I have no positive knowledge of it. I have heard some rumours that you and she met with Mr. Rogers at Abermeurig, and that somehow or other you came to an agreement with her that she was to receive certain money from the incoming tenant.

46,856. And that the man that I appointed then is a Churchman?—Yes, he is a Churchman.

46,857. What I said was that he was selected by your mother-in-law, the sitting tenant, and that no inquiries were made into his religion, which accounts for the succession there?—Yes.

Lord *Kenyon*.

46,858. Mr. Vincent also asks, "Your story "led to a very different inference from that "which Professor Rhŷs has stated, did it not"?—The only inference I wished to draw was, that in a parish where the Nonconformists very greatly outnumbered the Churchmen, on an estate with five farms, everyone was a Churchman. The only inference I meant to draw, was that that it did not answer to the proportion throughout the parish.

46,859. "May your accuracy in this case be "taken as the measure of your accuracy in the "other cases you mention"?—I cannot answer a question of that sort.

The witness withdrew.

Re-examined 47,485.

Mr. John Hoyes Barker called and examined.

Lord *Kenyon.*

46,860. You are Mr. John Hoyes Barker, of Carmarthen, solicitor?—Yes.

46,861. And you are agent to Jesus College?—I have been agent for the Jesus College property in this neighbourhood for the last 30 years and upwards. I would ask permission to make some remarks in rebutting some of the evidence that has been recently given. If you would allow me at the very outset I would in the most emphatic manner, disclaim the slightest, the most remote, idea of there having been any influence brought to bear either in politics or in religion in this case. The last witness did drop a hint of something of that kind and I most emphatically protest that there was never anything of the kind. I really could not tell you in nine cases out of 10 what religion or politics the particular individual held. Mr. Emlyn Jones in his further evidence, has cleared up that which was ambiguous in the first part. He never was, in form or substance, a tenant of the Jesus College estate in Upper Penlan or any other farm. He lived there with his mother-in-law when he married her daughter. I believe, as far as the short time has enabled me to ascertain the exact figures, he is correct as to the rise in rent about the year 1860.

See 46,795.

See 46,626–46,633.

Professor *Rhŷs.*

46,862. 1868, I think he said?—That was a subsequent one. I think it was Tir College he said was raised in 1868 because the buildings were not completed, but it was about 1860 or 1862 that the rise took place on this particular farm of Upper Penlan. There was a re-valuation by Mr. Blathwaite, a surveyor called in on behalf of the landlords. That re-valuation I have been unable to put my hand on, but it was something to this effect. The land was valued and more especially the condition of the buildings, which was not very seriously bad at that time; they were totally inadequate to the modern requirements and an essential part of the re-valuation was the rebuilding of the dwelling-house and outhouses on the different farms. I am able to ascertain the figures of the outlay on this particular farm of Upper Penlan. It

Professor *Rhŷs*—continued.

amounted to 325*l.* The acreage I am unable at this moment to put my hand on.

46,863. It might be 99 acres, that is what he suggested?—It might be; I am unable to say.

46,864. Without the wood?—Without the wood. Then with regard to the agreements; supposing the document which has been put in is a correct copy of the agreement that was then made use of, I would venture in my ignorance to submit that it was one which no honest and industrious farmer need be afraid of; but it is not one which is now in use. One has been adopted within the last 10 years of which I am quite prepared to put in a copy for the benefit of the Commission. (*Handing in agreement.*) That is the one now adopted. Of course it would be evident that when Mr. Emlyn Jones spoke of contracting out of the Agricultural Holdings Act, it was simply a contracting out (which that agreement does) of the 12 months' notice, and nothing else.

Mr. *Seebohm.*

46,865. Which is legal?—Which is legal Now, with regard to the allowances, if you will allow me, my Lord, I would just mention briefly the allowances that have been made on this estate to the tenants. On the whole year ending Michaelmas 1885, there was an allowance of 15 per cent., and that was continued at Lady Day 1886, Michaelmas 1886, Lady Day 1887, Michaelmas 1887, and Lady Day 1888. At Michaelmas 1888, 10 per cent. allowance; Lady Day 1889, 7½ per cent.; Michaelmas 1889, 5 per cent.; Lady Day 1890, Michaelmas 1890, and Lady Day 1891 no allowance was made; Michaelmas 1891, 5 per cent. allowance; Lady Day 1892, no allowance; Michaelmas 1892, 5 per cent.; Lady Day 1893, 10 per cent.; Michaelmas 1893, 15 per cent. Those are the actual figures of the allowances made to the tenants. I think those are the only remarks that have occurred to me in the very short opportunity I have had of considering the evidence that has been given by Mr. Emlyn Jones.

The witness withdrew.

Mr. John Edwardes Rogers called and examined.

Lord *Kenyon.*

See 46,635, 46,642.

46,866. What have you to say?—I only wish to remark in respect to the old custom of carrying peat, that it is part of the rent, and has always been considered as such. I am sorry to say I seldom get it. With regard to the fowl duty that is part of the old custom too, and is hardly ever put in force.

46,867. Do the tenants on your estate have agreements?—No.

Lord *Kenyon*—continued.

46,868. It is an understood thing, that is all?—An understood thing.

46,869. Is it difficult for Nonconformists to obtain farms?—Certainly not.

46,870. Do you consider the religion or politics of tenants when you engage them?—Hitherto I have not; how it may be in the future I do not know, but hitherto I have not.

Mr. *Richard Jones.*

46,871. Is it true that you have not let a farm of yours to a Nonconformist since the year 1856?—I really do not think I have had any vacant; my farms never become vacant as long as any of the old family remain on. I never let to new tenants. If they are Nonconformists, they remain so; I never inquire. I never used to inquire.

Mr. *Seebohm.*

46,872. Are you not aware that these food rents, as we may call them, are very ancient, and belong to the time before the conquest?—I am, and some old documents in my possession have some curious facts about them.

46,873. It is simply a survival of the old tribal rents before the conquest of Wales by England?—Yes. I have only a very small property comparatively, in the parish of Nantewnlle.

Mr. *Richard Jones.*

46,874. Are you aware that public sentiment is against these sort of duties?—I really do not know; it is so very small, and we very seldom put them in force. I never heard anything against them. Sometimes the tenants bring down some of these ynyd, gieir ynyd, and they are frequently returned.

46,875. You say they are seldom put in force. Do you make any distinction?—No; they do not come, as a rule, and we never inquire for them. Sometimes they do come and then they are frequently returned, or paid for.

Professor *Rhŷs.*

46,876. They are not accepted, do you mean?—Not accepted.

46,877. Would they still send them after they have been returned?—Yes; some do and some do not. Some have entirely forgotten them; others hold on.

Lord *Kenyon.*

46,878. A question is sent up by Mr. Emlyn Jones: "Have there been changes of tenants "at Gaer, Pengaer, Corngambach, &c. since "1856"?—Yes, I believe so. *See* 47,4

Mr. *Richard Jones.*

46,879. Who were appointed, were they Churchmen or Nonconformists?—Corngambach was a Churchman, he was the only applicant. I think he had some connexion with the place.

Lord *Kenyon.*

46,880. And the other two places?—The other two places for the same reason; there was some family connexion; I do not know what it was.

Adjourned for a short time.

Mr. Jenkin Lloyd called and examined.

46,881. You are Mr. Jenkin Lloyd, I think; will you kindly give us your evidence?—Yes, I am a tenant farmer, living at Pant Farm, Llanddewi Brefi, and I am entirely dependent on farming. I have been brought up on one out of half a dozen of the largest farms in the Tregaron Union. When between five and 10 years of age there was no school accommodation, but during the winter months, between 10 and 13, my attendance at school was very irregular. I was kept home to do the work of the farm. I had to leave school altogether at the age of 14. Being the youngest of five children, the others had to leave school earlier. All the labour staff employed were provided for and lodged on the premises. I slept in the same bed, partook of the same food on the same table, and had to do the same work, and kept the same hours, and in every other respect had similar treatment. My sisters in turn had to do the work of a cowman, to feed from 50 to 60 head of cattle in the winter, take charge of the dairy and housekeeping, feed pigs, fowls, &c., and had to do general outdoor work, especially during the harvest. From the age of 15 to 23, I had the charge of a team of horses, and had to learn every other work of the farm, such as there is in mixed farming, and from 23 to the present (I am now 37) I have had to do what may be called a working bailiff's work. I hold the following qualifications relating to land. I obtained in 1884 second-class honours, also first-class elementary in geology in 1885, and second class in physiography in 1885. I was placed in the first division in the first class, in the teachers' course at South Kensington in 1887. I have at different times held the following positions:—A guardian of the poor for years. A member of the assessment committee, and the chairman of the same for one year. I have been for six years a member of the Llanddewi Brefi U. D. School Board. I was also elected a representative of the Cardiganshire County Council on the agricultural committee in connexion with the Aberystwith College, and was elected to the same this year. I have also been elected by the same body to represent the Tregaron and Lampeter School district on the county governing body. I have taught agriculture under the Science and Art Department. I have had the farm under my own management for the last 12 years. I have nothing to complain of in the

way of game, nor have I been interfered with or suffered owing to my political views. At the end of 12 years, financially, I am nothing better. During this time I have endeavoured to adapt my mode of farming to meet the demand of the market, to produce the best article and sell in the best market by sending fat stock and other produce to salesmen and co-operative stores. My family is small. I get no interest on capital nor any salary for my own labour or that of my wife, and yet I do not doubt, should I give the farm up so as to get a reduction, others would be ready to take it, for land is limited and overcrowded, and the competition is keen. Most of the vacant farms of late have been taken by persons that had made their money at the coal works and in the milk trade. On the whole, land in Wales is poor, and the greater part of it requires a large amount of labour so as to keep it under proper cultivation. High rents on this class of land in years gone by depended to a great extent on the cheapness of labour, and which could be obtained very cheaply some 40 years ago. On this class of land the mode of farming cannot be altered to meet the demand of the market. In this part of the country modern agricultural implements cannot be applied but to a very limited extent, owing to the holdings being small and the rough character of the land. Agricultural education has been neglected in Wales, but at present there is great sympathy with agricultural education. Wales has taken fair advantage of the aid given by the Science and Art Department, and would compare favourably with any part of England. In 1888 there were no less than 33 classes in agriculture in different parts of the principality, and attended by no less than 182 scholars in Cardiganshire alone. A farm labourer that I employed for years held second-class honours as well as other certificates. I had myself the charge of two classes for years. Ministers and clergymen were very willing to work, but large landowners took no interest whatever in it. Improved methods of farming are hindered more by want of confidence in the safety of the investment than from the want of knowledge, and a good many things taught in the science cannot be applied for want of buildings, especially in the dairy department.

Mr. *Scebohm.*

46,881A. You say, "I get no interest on capital "nor any salary for my labour or that of my "wife." Of course you get your living?—Yes.

46,882. So that what you mean is that you are engaged in a business which simply provides for your living without making any profit over and above that?—Yes.

46,883. So that you get no addition to capital. Then with regard to the dairy department you say you have been on the board of guardians? Yes.

46,884. Has the question been brought before your board of guardians to adopt the Act for inspecting dairies?—No.

Mr. *Seebohm*—continued.

46,885. Do you think it would be a good thing?—I think it would be, especially in this district.

46,886. Milk is a thing which requires such great cleanliness that it is requisite that a dairy should be of the right character and kept very clean?—Yes, very little of that has been kept in view in the dairies that have been built already.

46,887. Do you think that the lessons that have been given in connexion with the dairy school that the county council are providing will assist in opening people's eyes to the necessity of more cleanliness and better dairying?—Yes, I think it will.

Mr. *Richard Jones.*

46,888. Your contention is this, that under no circumstances can farming be made profitable under present rents and also at present prices of labour?—No, that is my experience.

46,889. We are sometimes told that farmers do not adopt new methods, that they adhere to old ways of farming and really do not come up to the requirements of the market. But you say that you have adopted new methods and adapted your modes of farming to meet the demands of the times?—Yes, I think my experience has given me every help to do that.

46,890. But a year like last year, did you make any profit on the farm?—No, the last two years I lost money, taking the last two years alone.

Lord *Kenyon.*

46,891. Are you anything besides a tenant farmer. Have you any other occupation?—No.

46,892. Mr. Emlyn Jones said that only one tenant farmer was coming forward and I wanted to find out how many there were. Do you know of any others who are coming forward today?—No, I do not.

Mr. *Richard Jones.*

46,893. You do not suggest any remedies?—No, I have not.

46,894. Have you any to suggest?—Well, I suggest a land court to settle the question of rent.

46,895. What about disputes?—All kinds of disputes ought to be referred to some independent person in my opinion.

Lord *Kenyon.*

46,896. This is a question by Mr. Vincent, "Have you lost money on an average of seven "years"?—The last seven years.

46,897. "Have you lost money on an average "of seven years"?—I suppose it is the last seven years?—Yes.

46,898. You have actually lost money?—Yes, especially the last two.

Mr. *Seebohm.*

46,899. Do you mean that you have less in your farm now than you had seven years ago?—The actual value of capital invested in stock and crops are greatly reduced in value.

Mr. *Seebohm*—continued.

46,900. Have you a large family ?—No, only two children; that is all.

46,901. So that the capital has not been consumed by living too high ?—No.

Mr. *Seebohm*—continued.

46,902. Or by too great family expenses ?—Oh, no, they are young.

The witness withdrew.

Mr. John Humphreys Davies called and examined.

Lord *Kenyon.*

46,903. You are Mr. John Humphreys Davies, of Cwrtmawr ?—Yes.

46,904. You are a landlord, I think, in the parish of Llangeitho ?—Yes.

46,905. Have you got a statement ?—I have a statement here. Shall I read it ?

46,906. Yes, if you will ?—I am part owner of a small estate situate in the counties of Pembroke and Cardigan. The annual rental is just 1,100*l.* The rents have been nearly nominal for the last 30 years, except in cases where long leases have expired.

All the necessary buildings have been erected wherever the tenant desired, and no extra rent has been charged for their erection within the last 30 years. Abatements and permanent reductions have been made according to the special circumstances of the tenant and his farm, *e.g.*, after a dry season land on the seashore has suffered much more than inland, and larger reductions have been made accordingly.

No account has ever been taken of differences in politics or religion, though every class is represented.

No game has ever been preserved, and the tenants have the right to all game.

Each landlord has been able to converse with the tenants in their own tongue, and has visited the farms at least once a year.

The chief difficulty in dealing with tenants is the question of good and poor farming. Many tenants suffer from want of capital, but as far as my experience goes they are often the best farmers, for they attend very closely to their duties, and usually work shoulder to shoulder with their labourers and farm servants. The tenants with capital, on the other hand, will not risk their money which they have in possession on improving the land, because of the insecurity of tenure and the lack of provision for compensation. They are often able to lend out money at high interest, which is a safer and more profitable arrangement.

It would be well in considering the attitudes of different landlords towards their tenants to divide landlowners into two classes :—

1. Those who receive moneys from other sources than real property.

2. Those solely dependent on their rentals from land.

See 18,531–4. I notice that at Llangefni, in Anglesey, a person came forward and divided landowners into two classes, Class A. and Class B. I do not wish to draw the distinction between Churchmen and Tories on the one hand, and Liberals and Nonconformists on the other, but in other respects the two divisions run on much the same lines.

Lord *Kenyon*—continued.

The first class are very frequently excellent landlords. They spend large sums of money on their property, make large abatements and permanent reductions in their rents, and often get for themselves but a comparatively small per-centage of their annual rents. Several gentlemen of this kind, *e.g.*, Colonel Lynes, Bala (Q. 6666), and Major Sandbach, Llanrwst (Q. 14,809) seem to have given evidence before the Commission, but I submit that their cases are exceptional, just as the case of a wealthy tenant farmer would be who paid an exorbitant rent out of income derived from other sources than his farm, while his farm did not pay its way.

As to the second class, those landlords whose income is wholly derived from landed property, a distinction ought also to be made :—

1. Those who receive the whole of their rental themselves.

2. Those who have encumbrances on their estates in the forms of mortgage and annuities, &c.

The former class can afford to make the necessary improvements, repair and put up the necessary buildings. They can easily expend about 10 per cent. of their rental on their estates annually.

The latter class, people whose estates are encumbered, is the greatest curse of the present land system.

I may say that a case of this kind occurs in Tregaron here. The very room in which you are now sitting belongs to the Powell estate of Nanteos which is one of the worst cases of this kind.

They are often perfectly helpless themselves, because of the difficulties in the way of selling real property, especially where it is entailed. They cannot afford to put any money out on their land, for they have to pay a much heavier rate of interest on the borrowed money than they can get as rent from the land. They can afford to make no abatements. This class is mainly found among small landlords, though there are instances of great landowners being in much the same predicament. Of course, it is impossible to form an estimate of the number of such, but it is certain that they are very numerous. It is perfectly certain that the farms owned by this class of landlords are much the most highly rented of all.

46,907. By which class is that ?—The class who have encumbered their estates.

It is time that some drastic legislation was brought to bear on this question. A Land

Lord *Kenyon*—continued.

Purchase Act might greatly relieve matters, but a sweeping measure assimilating all tenures to the fee simple would be more satisfactory.

I wish to say what I consider the chief objects of reform in the land laws ought to be.

1. To keep the ordinary agricultural class in the country, and to regulate emigration to the large towns and populous districts, by making the agricultural life as profitable and pleasurable as possible.

2. To ensure the very best farming, and the production of good crops, and the breeding of good cattle.

3. To provide means for remedying any injustice between man and man as landlord and tenant.

When we consider the difficulty of any proposal to make a just and even law between landlord and tenant, the only final solution seems to be the creation of a landowning peasantry, *e.g.*, freeholders.

I should like to make a few remarks as to the position of the freeholders in this part of Cardiganshire. By freeholders I refer only to people in the position of the ordinary tenant farmer, who have either inherited land or bought it themselves. Some of the former class, especially those whose farms were bought 50 or 60 or more years ago, are in a very good position financially, because they were able to clear a good surplus of profit during the years 1872 to 1880. Others of the same class, who have had to pay large sums of money by arrangement or under wills to their brothers or sisters, and have been forced to mortgage their farms, are in a very critical condition.

But it is the latter class, those who bought farms not more than 30 years ago, when land sold for very high figures, who are in the worst condition. I have an instance in mind where a poor farmer, after half a century of hard toil, had saved over 1,000*l.* He bought a farm in his neighbourhood for 2,500*l.*, quite 500*l.* more than it was worth, and the highest rent he could get for it was 60*l.*, which only just paid the interest for the mortgage on the money borrowed. It is easy enough for anyone accustomed to business transactions to jeer at such short-sightedness, but one should bear in mind the causes which bring it about. It is not too much to say that nearly every tenant farmer feels the insecurity of his position. Perhaps he is paying a just or low rent for his farm. Should he in any way offend his landlord, and it is a very difficult matter for him to avoid offending a person different in language, different in religion, different in politics, different in race, he may be turned out of his farm at short notice. He knows that there is a large number of farmers, tenants who pay high rents, and others, who are on the look out for a farm, who would willingly jump at his farm should it be vacated. He also knows that he himself would find the greatest difficulty in getting a farm at all, and if he did get one would be forced to pay a high rent, or be forced to leave his neighbourhood. What then is more

Lord *Kenyon*—continued.

natural for a man in his position than to take the opportunity when it offers itself and buy his own or a neighbouring farm. He need then have no fear of landlord or clergyman. He will be perfectly independent, and can give full vent to his wishes, and not be afraid of avowing his principles. Every improvement he makes will add to the value of his farm, the harder he works the better it will be for himself. He also has an ambition before his eyes to clear the mortgage on his farm, and to leave it to his wife and children.

As to the position of the tenant farmer mentioned in the first instance I can give the following example. A tenant farmer near here gave notice that he would give the farm up at such a date. His idea was that the landlord would probably ask him to stay on at a lower rent, for he was an excellent farmer and a man in every way most desirable as a tenant. Immediately it was known that the farm would be vacant a neighbouring farmer asked for the farm, and offered to pay a higher rent than the former. The farm was let to the latter at the increased rent. This is a common practice, and arises, perhaps, from the servility of farmers. Generations of landlords have quashed all the sense of independence out of the tenant. Now the position of the former farmer was very hard. He had no intention of leaving, and would rather remain on at the same rent. The affair was settled in the end, I believe, but the mere fact that a farmer could be found to offer a higher rent for the farm which was highly rented before proves the extreme land hunger there is in the country. Scores of young farmers from this neighbourhood are leaving the country and settling in London every year, mostly in the milk trade. They leave because they cannot get farms at all or not at payable rents. It is the ambition of most of these young men to make money in London or elsewhere and purchase a farm in Wales and come back there to live. In this neighbourhood the London milkmen are buying land continually, and some have already settled down here and built nice houses. This proves how strong is the love of country in them.

There is no doubt whatsoever that the numerous evictions which followed the 1868 election greatly influenced this mania for buying farms on trust. In all the recent sales of land in this part of the country the farms have either been bought by the tenants, their relations, or neighbouring farmers, or by people from the country who have made money in London or other large towns. It is safe to say that one of the greatest causes of this mania, *i.e.*, buying farms without having enough money to pay for them, is insecurity of tenure.

I believe the common estimate is that there are 2,000 freeholders in Cardiganshire. They are much more numerous in some neighbourhoods than others. In the parishes west of Tregaron the freeholders are approximately as follows:—

Lord *Kenyon*—continued.

	Holdings.	Freeholders.	Per Cent. (nearly).
Gartheli	42	7	17
Nantcwnlle	77	30	39
Trefilan	40	—	—
Blaenpenal	83	40	48
Lledrod Isaf	92	24	26
„ Uchaf	52	1	2
Bettws Leiky	39	3	8
Gwynfil	52	8	16
Llanbadarn	51	14	27
Llangeitho	108	24	22
Cilcenin	69	6	9
Llanbadarn Trefeglwys	129	17	7
Llansantffraed	299	26	8

I arrive at these figures by means of this year's register of parliamentary voters. Of course all women are excluded, so that the returns are not exactly correct, and it may also happen that a farmer may own a freehold farm but have another qualification as a voter. But for all purposes of comparison they are near enough. Cottagers, shopkeepers, &c. are included in the list of farmers. Of course the per-centage of freeholders would be higher if farmers alone were counted.

The point to be noticed is that the per-centage of freeholders is very much higher in the upland and poorer parishes than in the lowland and fertile ones. It would be a fairer comparison to take the extent of land in each parish which is divided between freeholders and tenant farmers, but it is difficult to procure this. All the cottagers and labourers are counted as farmers.

The parishes which stand highest in the above table are—

Blaenpenal	48 per cent.
Nantcwnlle	39 „
Llanbadarn	27 „
Lledrod Isaf	26 „
Llangeitho	22 „

The parishes standing lowest are Trefilan with no freeholder, and Lledrod Uchaf with only one. The former (*i.e.*, Blaenpenal, &c.) consist wholly or in part of high mountainous, barren land. The latter are low lying.

It will be seen that the freeholders are mainly squeezed into the least profitable land for farming purposes, where there is little naturally good soil, where the earth requires continuous artificial strengthening, and necessarily more money must be laid out. The main class of freeholders in this portion of Cardiganshire are labouring under very great difficulties. Yet, notwithstanding this, I make bold to say that there is not a more deserving class of farmers within the United Kingdom. The pauperism is lower in these parishes, crime is less frequent, education is more eagerly sought after. From the parish of Llangeitho alone in the last 10 years four sons of farmers have been to Cambridge (without a scholarship or anything) and a dozen or more to Lampeter and Aberystwyth. The same may be said of most of the parishes about here.

46,908. What is the proportion of freeholders to tenants in that parish?—22 per cent.

Mr. *Seebohm.*

46,909. Could you give us the population of that parish?—I think it is about 600; I am not quite sure. The number of holdings is 108.

46,910. And how many freeholders?—24 freeholders.

46,911. Four have gone up to Oxford or Cambridge?—Four to Cambridge; there is not one to Oxford.

46,912. Within how many years?—Within 10 years, and a large number to Lampeter (of course Lampeter is mostly supplied from these neighbourhoods) and to Aberystwyth College.

It is probably not too high a figure to say that 80 per cent. of freeholders have mortgaged their farms, some it is true not very heavily, but others to the utmost extent. In the cases where mortgages are not heavy they are frequently being wiped off altogether, but it is impossible for those who are heavily mortgaged to do other than pay the interest and earn a bare living. It is a proverb in the country that freeholders, even though they pay higher interest on their mortgages than the rent of tenants, are far the best farmers, and the reason is not hard to seek. The land is their own, there is no landlord to molest them or turn them out. If ever there was a deserving class of men these are they. Is it not possible for some help to be given them? Relief has been given in Ireland to tenant farmers, though not in exactly a parallel case. Would it not be possible for the Government to advance money to farmers in cases where the mortgages do not exceed three-quarters of the value of the farm. In Ireland advances have been made up to two-thirds and three-fourths of the purchase money (44 & 45 Vict. c. 49.). Could not advances be made to Welsh freeholders up to three-fourths of the value of the farm?

The great reform needed is no doubt security of tenure. In one aspect it is broad enough to take in compensation for improvements and the question of rent, since the permanent settlement of a tenant precludes the necessity for compensation and the possibility of raising the rent, (1) because he will not desire to leave; (2) you cannot compel him to pay more than a fair rent; you have no remedy. As to its effect on the tenant farmer enough has been said, but as regards the freeholder it will probably have a very different, though quite as desirable, a result. There is no doubt but that the majority of freeholders who are heavily mortgaged will sell out their lands and become tenant farmers once more. They will have the preference as tenants, for many will have capital in hand, and the majority will have had the best of training as practical farmers beforehand. It is generally admitted that the standard of farming among tenant farmers in the last 10 years has fallen very low. The land itself has suffered from the depression in prices This is not so to the same extent with the freeholder. He has put more in the land in order to get more from it. He will have these two advantages over the ordinary tenant farmer,

Mr. *Seebohm*—continued.

possession of capital and a better knowledge of farming.

Security of tenure may then bring about the remedy for the great distress among the freeholders, and it will be the greatest boon to tenant farmers. The danger of security of tenure is, of course, in the case of bad farmers, and precaution ought to be taken so as to put a stop to neglect of efficient husbandry.

I desire to emphasise these two points:—

I. The assimilation of all estates to the fee simple with the consequent sweeping away of primogeniture and entail.

II. The importance of security of tenure in any scheme of land reform.

Lord *Kenyon.*

46,913. What led you to say that Colonel Lynes and Mr. Sandbach were put into that Class 1?—Because I believe, in the first place, Colonel Lynes had spent about 6,000*l.* on his estates and has only received 900*l.* in rent. It would be impossible for an ordinary landowner who had no other income to do that, I should think.

46,914. Unless he did it with borrowed money. Then what do you say about Mr. Sandbach?—I think he spent about 60 or 70 per cent. of his income.

46,915. With regard to the farmer who gave notice that he wished to leave his farm, why did he not ask for a lower rent from his landlord?—Well, they are afraid to do so.

46,916. He was not afraid to give notice?—No, but that is the general course of things; it is quite the custom here to give notice in that way, thinking they will get a lower rent. I cannot give you the reason of it.

46,917. Was not he surprised to find that his farm was worth more than he thought?—I do not know; I was simply giving it as an instance.

46,918. You say another man immediately offered a higher rent, so I presume the farm was worth more than the first man gave for it?—Oh, I do not think so at all. The land hunger is so keen that these men will give any rent for farms.

46,919. Who are "these men" that you speak of. Do they come from the neighbourhood?—If a man is out of a farm he has nothing to do but to go to the workhouse or get a farm as best he can.

46,920. You say that landlords do not think of inquiring whether the applicants are desirable tenants. Do you really mean to say that landlords are so blind to their own interests as that?—I do not say that they are.

46,921. You say you are a landowner or a part owner, have you offered any portion of your estates to be sold?—No, but I should like to explain that they are settled in such a way that I have only a life interest.

46,922. Are you a Churchman or a Nonconformist?—I am a Nonconformist.

46,923. Have you any Churchmen tenants?—I have several.

Lord *Kenyon*—continued.

91,924. Then religion makes no difference between you and your tenants?—No difference at all.

46,925. Do you think it makes a difference on other estates of Churchmen?—I should not like to say that. I should not like to say that religion made any difference.

46,926. It would probably be the same on other estates as in your case?—I do not know. Of course the Nonconformists are a majority in Wales, Churchmen are in a minority; and if things were the other way I daresay the Nonconformists would feel differently towards Church tenants.

46,927. I did not quite catch that part of your evidence in which you spoke of freeholders being squeezed out into the worst portions?—Yes; of course I advocate the sale of mortgaged estates in order to let them in small holdings as freeholds. The answer to that here would be, that if you look at the freeholders in this neighbourhood, they are people who are very heavily mortgaged, and that they are worse off than the tenants. In order to answer that, I say that they were put in the most unprofitable parts, and that it would be impossible for anyone to make those farms pay; the land is very poor.

46,928. I do not think that is quite borne out. As far as I know where there are fewer freeholds it is in the mountain lands or in the very low districts?—I think that is so; the highest number of freeholders is in Blaenpenal.

46,929. Which is a mountainous district?—That is a mountainous district, yes.

46,930. But I thought you said the smallest number of freeholders was in the mountainous districts, unless I misunderstood you. I only want that put right?—No; I said the smallest number of freeholders is in Trefilan, which is right in the Vale of Aeron, and Lledrod Uchaf, which is in the neighbourhood of Swydd Ffynon, and so on.

46,931. That is some of the best part of the district?—Yes, I should think so.

46,932. Probably it would be the most profitable?—Yes.

46,933. And therefore rents have kept up there?—Yes.

46,934. When you speak of advances from Government, you mean at a low rate of interest, I suppose, or as a gift?—Well, I do not know; 3 per cent., for instance.

46,935. Then you say freeholders will sell out and become tenants again?—Yes, if they could get security of tenure I think the freeholders would sell out.

46,936. You think they would be happier as tenant farmers?—Yes, those who were previously heavily mortgaged; the reason for their existence as freeholders would have gone.

Mr. *Seebohm.*

46,937. You say that you estimate that there are 2,000 of these little freeholders in Cardiganshire?—Yes.

Mr. *Seebohm*—continued.

46,938. Could you give me an estimate of any in the adjoining counties?—I have no knowledge at all. I cannot be certain about the 2,000; I have heard it roundly estimated at 2,000. I think there is a parliamentary paper published, which I have not seen unfortunately.

46,939. Do you think it would be practicable for Government to lend to these small freeholders without lending to a further class. Could it restrict its loans to these freeholders?—What further class have you in mind?

46,940. Well, the tenant farmers?—I do not know.

46,941. Most of the hardships we have seen are in cases of estates being sold, and then owing to want of security of tenure, or rather of want of compensation for improvements, the farmers, as you say, are forced almost to buy?—Yes.

46,942. They would have to come in, would they not; they would have a very strong claim to come in?—Oh, yes, I understand you. I thought you meant for the Government to lend them money as capital on their farms.

46,943. No, I am speaking entirely of purchasing?—Oh, yes, I quite agree.

46,944. Then we have had this question over and over again before us; what do you say to it. Would not the mere fact that you could borrow money at 3 per cent., say, from Government, rather tend to raise prices?—Yes, you would have to have some restraint. You would have to have a fair valuation, and allow the tenants to buy at that fair valuation beforehand, give them the first chance.

46,945. Now as to that valuation. Could you make a valuation for sale which did not go up to the actual valuation of the land in the market. Would it be just to take away from the landowner property at a figure lower than the market price?—It seems to me then in any case the landlord will have to suffer. The landlord has had the best time of it all along and he must suffer. The rents have been raised from very low figures on every estate right through the country.

46,946. But there is the other side to the question; those rents are not up to the competition price; we have got that in evidence over and over again; that there are such a large number of competitors that the landowner could get higher rents than he is actually doing. Do you think that he actually gets too high a rent, I mean barring these bad times?—Of course it is a very difficult question because a good tenant can pay a very much larger rent if he puts out capital. Land returns very quick; a little capital will pay back very soon. The special circumstances of each farm would have to be taken into consideration.

46,947. If the fact be that the Government ending money under any circumstances will increase the price and increase competition, should we be really doing anything to lessen the land hunger?—What is wanted is to get the very best farmers on to the land so as to get the very best cultivation, and if you lend money in that way you would probably get the best class of farmers.

Mr. *Seebohm*—continued.

46,948. I do not see why?—Experience shows that these freeholders are the best farmers in this neighbourhood. There is no doubt about it at all.

46,949. That is to say because they have security of tenure?—Yes, and because they are forced, of course, to do their best in their own interests.

46,950. Let us go one step further and come to the point of their having to sell the land. Would you again let the State step in and fix a lower value than the competition value?—No, I do not think I should fix a lower value, except in cases where the tenant farmer himself buys, where the sitting tenant buys the farm. If he is not willing to buy, let the land go as high as it will. In such a case I suppose some outsider would buy naturally.

46,951. Then the outsider who buys having bought it at a very high figure would naturally let it at a high rent?—Yes.

46,952. You made reference to the evidence that was given in Anglesey. From the evidence that was given would you not say that the more sales there were, and the more land came freely into the market the higher ultimately would be the value and the higher the rent?—Well, I should not like to express an opinion. It seems to me a very difficult question.

46,953. What we seem to be trying to do is to fight against the land hunger, and the problem which has to be solved is the very difficult one of how to do justice and at the same time to meet this question of land hunger?—Yes.

46,954. Then I think you said something about security of tenure. Do you think if the Agricultural Holdings Act was made as just as possible, as full as possible, that that would give practically security of tenure with the exception of the question of rent. It would be a great step gained, would it not?—Oh, yes, I think that the Agricultural Holdings Act ought to be extended, for instance, as to the list of improvements. The tenant ought to have a freer hand I should say.

46,955. Then supposing there were security of tenure given on that side, how do you suggest that we should secure that the rents should not be too high?—Oh, by a land court. I do not see that you can get security of tenure without some system of a land court; or perhaps a better system still would be a sliding scale. That seems to me very difficult to work out, although I believe it is worked in America or somewhere.

46,956. Do you think that the substitution of a land court for the discretion of the landlords as a class would better the large mass of tenants?—Yes.

46,957. I can quite understand that it would better the condition of those who are under bad landlords, but still there are a large number, probably the very large majority, who are now getting on very fairly well under good landlords. Do you hold, as some do, that a land court would disturb their condition; do you

Mr. *Seebohm*—continued.

think it would better their condition?—No, I do not think it would disturb their condition at all. I think neither a good landlord nor a good tenant would have to go to the land court at all. Of course, if the rent was too high the tenant would go there, and if the landlord made large improvements and thought he ought to have something extra he could go to the land court and get some further interest on his money.

Mr. *Seebohm.*

These are all very difficult questions, and I am glad to have got your answers.

Lord *Kenyon.*

46,958. There are some questions by Mr. Vincent: "May I take it that your position is "that landlords of Class B. cannot justly be "expected to reach the same standard of "generosity as landlords of Class A."?—Yes.

Lord *Kenyon*—continued.

46,959. "Supposing you sold land to tenants "at a limited price would it not be possible for "them to sell again at once at market price"?—Well, I think very few tenants would do that.

46,960. Would they not if they saw at once the possibility of making a little money?—Well, it would be a risk, first of all, and, secondly, the man wants a farm, his chief object is to live and to keep his wife and family, and he would not throw away the chance of doing that.

46,961. "Do you not think that the Settled "Land Act has gone some way to remove some "of the difficulties of tenants for life"?—Yes, I think it has.

The witness withdrew.

Mr. Thomas Jones called and examined through an Interpreter.

Lord *Kenyon.*

46,962. You are Mr. Thomas Jones, of Morfa Uchaf?—Yes.

46,963. This is the statement that has been examined in the other room by Professor Rhŷs, and it is the evidence that you wish to lay before the Commission?—Yes; this is the one that was read in the vestry room.

The following statement of the witness was then read:—

I live at Morfa Uchaf, Llanddewi Brefi, in the county of Cardigan.

I hold a quantity of land in the parish of Llanddewi Brefi, and when I took it from my landlord it was understood that he was to pay all the rates and taxes, but that meant a proportionate increase in the rent.

In my opinion the tithe should be applied towards old-age pensions, the various schools and colleges, and to provide libraries in connexion with board schools.

There is a great demand for small plots of land upon which to build farmhouses and labourers' cottages, but they cannot be got at all in the district. I believe it would be very advantageous to labourers in the country villages to get allotments of land at reasonable rentals, but they are at present most difficult to get. I have myself been paying as much as from 4*l.* to 4*l.* 10*s.* per acre, and that for land not of the best quality too. I have now about 10 acres, and some five acres of woodland for grazing, but the nature of this land is inferior to that which I previously held. There is no building whatever on it, and I pay a rent of 15*l.* 10*s.* I do not pay any tithes or rates.

By labourers, I do not confine myself to agricultural labourers, but I include artisans as well, and I think some land would be of great assistance to them to bring up their children. I also believe that the owners would reap an advantage as well.

Lord *Kenyon*—continued.

I understand that in the village of Llanddewi Brefi alone there are between 25 and 30 persons desirous for allotments of land at what would be considered reasonable rentals; many now pay what is really considerably above the real value, and others cannot get any allotments at any price.

46,964. Who is your landlord?—Mr. Williams, Pencefn.

46,965. What is the size of your holding?—10 acres, and five acres of wood-land for grazing.

Mr. *Richard Jones.*

46,966. What do you do besides farming these 15 acres?—I am a mason.

46,967. Are you constantly employed as a mason all round the year?—I generally lose about three months a year owing to severe weather.

46,968. What part of these 10 acres do you cultivate; how much of your holding do you cultivate? Do you plough?—Yes, I cultivate the whole 10 acres.

46,969. But how much do you plough of it?—About an acre every year.

46,970. How do you get that done; by neighbouring farmers, I suppose?—Yes, by a neighbouring farmer.

46,971. What amount of stock does your place carry?—Two cows. When I keep more I have to pay more for the keep. I had a pony last year, and I had to pay 25*s.* for grass alone.

46,972. Does your wife look after the cows?—Yes.

46,973. Do you find that the place pays you?—No, I do not think it pays me; but I have a lot of children.

46,974. And the milk comes useful for the family?—Yes, that is quite right.

Mr. *Richard Jones*—continued.

46,975. Do you find a very keen desire amongst tradesmen or labourers to have plots of land?—They do everything in their power to try and get a piece of land.

46,976. Have there been any applications made to the county council, do you know?—No, I do not know of any. They think it is impossible to get it through the county council.

46,977. What do you mean by saying that it is very difficult to get land to build farmhouses upon? Does not the landlord erect the houses?—Only in connexion with large farms.

46,978. But does not the landlord erect the farmhouses on small farms as well?—Not when they are situated near villages. If the farmer gave up a large farm and took a small plot of land, it would be impossible for him to get land to build upon in that case at a reasonable price.

46,979. Is there such a thing as a retired farmer?—Well, a man sometimes gives up his farm.

Professor *Rhŷs.*

46,980. You are a mason?—Yes.

46,981. A stonemason?—Yes.

46,982. Do you go about working on the estates or not?—Yes.

46,983. What sort of buildings do you consider the farmers have on their farms generally?—A great many of them very poor, not fit for human habitation.

46,984. For man or beast?—For man or beast.

Professor *Rhŷs*—continued.

46,985. How about the dairy accommodation?—Those that have been built lately are built very well, but old buildings have not been anything fit.

46,986. Not fit for the keeping of milk, and what else?—Not fit to keep milk or butter.

46,987. The new buildings are better?—Yes.

Lord *Kenyon.*

46,988. As a mason have you had as much employment this last year or two as previously?—Yes, quite as much.

46,989. Then in spite of the depressed times there is as much building going on as there has been?—Yes.

46,990. This is a question by Mr. D. J. Williams, your landlord: "Have you not received a permanent reduction"?—Not from the 15*l.* 10*s.* He returned 5 per cent. the last year, and I consider him the best of landlords.

46,991. What was the original rent you were at when you first took this holding?—I think it was 16*l.* 10*s.*

46,992. And it is now 15*l.* 10*s.*?—It was 17*l.*, and it is now 15*l.* 10*s.* In justice to Mr. Williams I should say that he promised to sell the land to me, or to lease it, or to compare it with other land in the district and reduce it if I could prove that it was higher. I saw that the land was too high, and I could not do any better.

The witness withdrew.

Mr. JOHN WILLIAMS called and examined through an Interpreter.

Lord *Kenyon.*

46,993. Has your statement been read over to you in the presence of Professor Rhŷs, and do you say it is correct?—Yes.

The following statement of the witness was read:—

See 49,188.

John Williams, of Cwmelin, in the parish of Llangeitho, Cardiganshire. The moiety in a farm called Tygwyn, in the parish of Gwnnws and Caron uwch clawdd, Cardiganshire, came to me by will of my great uncle, J. Griffiths. The other moiety was vested in Lord Lisburne. Two fields, not part of this farm, though adjoining it, were also left wholly to me by the same will. Lord Lisburne has taken possession of the moiety of these two fields to which he had no right. Lord Lisburne also rose 6*l.* in the rent of his moiety of the farm, though my father refused to raise it on his portion, saying the rent was too high. In 1888 my brother and I went to Tygwyn to shoot; as soon as Lord Lisburne heard of this he sent for the tenant and made him sign away his right in the ground game to him. Then he sent to us, warning us not to come and shoot there again. I have offered

Lord *Kenyon*—continued.

to sell my portion to him for 1,100*l.*, or to buy his portion for the same amount, but he has refused to meet me.

46,994. You became part owner by the will of your uncle?—Yes.

46,995. How did Lord Lisburne become part owner?—I cannot say.

46,996. Have you brought any action against Lord Lisburne for taking possession of fields?—No, I have taken no action.

46,997. How long has Lord Lisburne taken possession of those fields to which you say he had no right?—About 47 years.

46,998. Did you tell Lord Lisburne that you were coming here to-day?—No.

46,999. Mr. Vincent asks: "May I look at "the legal document you have in your pocket, "it might help us a little." Do not show it unless you like?—Anyone may see it.

(*The document was handed to Mr. Vincent.*)

Lord *Kenyon.*

Thank you, sir, for your evidence. I am afraid it is not in our power to help you.

The witness withdrew.

Mr. William Lloyd called and examined through an Interpreter.

Lord *Kenyon.*

47,000. Has this statement been read over to you by Professor Rhŷs, and do you say it is correct?—Yes.

The following statement was then read:—

William Lloyd, of Penforial, in the parish of Llangeitho, Cardiganshire. I live at Penforial. There was I born and bred. My father died when I was but three years old. The farm belonged to him, but there was a mortgage of 1,000*l.* on it. My mother, my brother a year my senior, and my sister two years younger than I, farmed the place together till we children came of age. On that occasion I had to pay according to my father's will, 400*l.* to my mother, 300*l.* to my brother, and 200*l.* to my sister. Thus there was an encumbrance of 1,900*l.* on the place. I did not sell the place for the following reasons:—(1.) I had been born and bred on the farm, and my family had lived there at least 200 years. My brother had decided to become a shopkeeper, and to emigrate to America, and my only sister had married a shopkeeper, so that I was obliged to farm the place. (2.) I was also very much attached to the place, and were I to leave, would break my connexion with the neighbourhood and all my friends. The sale and consequent removal would also cost me a good sum of money, and my cattle and crops might not realise their full value. A few years before I began farming on my own account, numerous evictions had taken place on neighbouring estates, and there was an intense feeling of insecurity among all the tenant farmers in the neighbourhood. This was about the years 1868–74. I did not like to give up my independence, and place myself as the servant of a landlord. (3.) If I had gone to England I would be under the disadvantage of not knowing the language and customs of the people. I had not sufficient capital, for much more is required in England than in Wales. I would not be able to go to my chapel on Sundays and week days, and hear the Gospel in my own tongue. More than all I should be leaving all my relations and friends, and breaking all the connexions of my neighbourhood. (4.) I always looked forward to a better time when I might be able to clear part or the whole of the mortgage, and leave the old farm to my children as it had been left to me. But the times got worse and worse. The prices of cattle, and the price of corn, and all the prices of the market gradually came down, and in spite of my labour and hard work for over 20 years I am not at present in a better condition financially, but rather worse than I was at first. During the last 20 years I have expended at least 500*l.* on my farm. My wife, my children, and myself have worked very hard, as all our neighbours can testify, throughout this time, to make both ends meet, but in spite of all our endeavours we are worse off than at first. Besides though I have put out so much money

Lord *Kenyon*—continued.

and worked so hard, the place is to-day of less value than it was 20 years ago. The value of land has decreased considerably in the last years, and my farm which is on the high lands, requires more cultivation and dressing than I can afford to give it. It is 80 acres in extent, 13 of meadow land, 14 of arable land, and the rest is grazing land. I pay 4 per cent. as interest on my mortgage, and I am forced to pay on the day it is due. I never get a reduction in my payment, as tenants often get, and I am obliged to erect all the buildings, to drain, to buy wood, and other requirements myself. There are a large number of farmers in this neighbourhood who are in a similar position to myself. What we require is the loan of money at moderate rates of interest, say, 2½ or 3 per cent. from the Government. At present the mortgagee may require us to pay the principal on receiving a short notice, and this tends to make things very insecure, as it is so difficult to procure money at low rates of interest. If some help does not come in a short time, and if the depression continues as at present, we shall all in a few years have to sell out and try our luck elsewhere.

Lord *Kenyon.*

47,001. The farm had been in possession of the family for 200 years?—Yes, 200 years.

47,002. Your evidence goes to show how much worse off the freeholders are than the tenant farmers?—Yes.

Professor *Rhŷs.*

47,003. You spoke of the shortness of time at which the mortgagee might make you pay up the money. How long is the notice from the mortgagee usually?—Six months.

47,004. That is the usual time, is it?—Yes.

Mr. *Seebohm.*

47,005. The total amount of your debt upon your farm is 1,900*l.*, I think?—Yes, 1,900*l.*

47,006. Have you had to borrow the whole on mortgage, or are the portions given to your brothers and sisters merely a charge on the land?—I have had to borrow it all.

47,007. And pay them in cash?—Yes, and pay them in cash.

47,008. Looking at the instances of these 2,000 freeholders in Cardiganshire, do you know what custom they have when they make their wills? Do they generally charge them in that way for their younger children?—A great many do that.

47,009. Does not that ultimately make it necessary to sell?—Yes, in many instances.

47,010. You would advocate that the Government should lend money in order to pay those charges, as well as the original purchase money?—Only the value of the land.

The witness withdrew.

Mr. THOMAS JAMES called and examined.

Lord *Kenyon.*

47,011. Has this statement been read over to you by Professor Rhŷs, and do you say it is correct?—Yes.

The following statement of the witness was read:—

Evidence of Mr. Thomas James, of 11, Umberston Street, Commercial Road, London.

I was born at Dolclettwr, in the neighbourhood of Taliesin, Cardiganshire. My parents removed from there to Penycwm, Llangwyryfon. My wife and I were bred on, and worked with our parents on farms, which were well cultivated. Our parents could afford to give us a good start in a farm of our own. It was almost impossible to get a farm in Cardiganshire in those days, for the reason that there was excellent good feeling between landlord and tenant. But there was a farm to be let in Merionethshire, Gwydd gwyon, on the Ynys Maengwyn estate. It was vacant because a very high rent was demanded; it had been completely worked out, and the fences were in a wretched condition. Nevertheless, I decided to take it, thinking that by laying out my capital and labour it would pay in time. The rent was 100*l.* After I had cultivated, limed, and fenced it for three years, a notice was given to the tenants of the estate of an increase in the rent. But I thought that as I had taken it so recently that they would make no rise. But when I went to the agent my rent was increased by 10*l.* I tried my best to remonstrate, but in vain, for he said a man there was willing to take it should I leave, and it could be certainly let that night. He advised me to take it at an increase of 6*l.*, since it was possible I might be let alone for 20 years. I felt that I had fallen among thieves, one man willing to take advantage of my improvements, and the other saying he could immediately let it. I was without a place to turn for justice. I was obliged to retake the farm under these circumstances. In the course of three years the old agent died, and a new agent, a total stranger, was appointed. He came round the estate, made a kind of valuation, and then left. In a few days he forwarded the agreements and the amount of rents through the post, and ordered everybody to sign them and forward them back to him. Of course, no one sent them back. He had made a rise of 24*l.* on my rent, *i.e.*, of 30*l.* on the original rent, within eight years of my taking the farm. He came to Towyn late in the year, and sent for the tenants, telling them to take up the farms, but they refused. On the next day strangers came round to visit all the farms, and all the tenants were obliged to take them or run the risk of being without a farm. But I was so much annoyed that I turned my back on him. He let it to another person. I was obliged to sell, and leave all my labour and money in the farm without compensation. The new tenant stayed there for a few years, until he had driven it out and then died. This agent raised the rent for good tenants on their own improvements, and allowed the worse class of farmers to hold their farms at the same rent. Of this I can give instances. This is the reason that so many of our young people go to the towns, because our farmers do not have fair play to cultivate their lands. The people of the neighbourhood acted very generously towards me. They came to the sale and bought extensively, so that I had money to go and stock a new farm, but there was no thanks to the landlord for that. I have no complaint to make of the game, or of pressure on religious questions, but there was political pressure put on us. I went back to Cardiganshire in the year 1862 to look out for a vacant farm. I was for a year and a half without getting one, but the farm of Llwynbeudy, on the estate of Lord Lisburne, became vacant through the tenant leaving for a cheaper and better farm on the Mabws estate. The old agent, Mr. Miller, on the Trawscoed estate, had retired to the great grief of the tenants, and a new agent took his place, his name was Burman. The old agent had raised the rents previously, but according to his great knowledge and extensive experience over a long period, his increase was moderate. But the new agent, a stranger to the country, made a valuation before he had time to understand the country or the land and he raised the rents out of reason. From this man I took the farm under the general agreement of the estate and verbal promises from him to build fences, to open drains on the marshy ground, and put up buildings, the present ones being mere rush-thatched cottages. They consisted of a dwelling-house with a cow house attached to it, which made it exceedingly unhealthy, a barn and stable. I thought they would build me a new house immediately, but they did not touch it for 15 years. Mr. Miller's word was always taken, and he never broke it. That was the reason I believed the new agent. A few improvements were made, a fence was put up on one side of the farm, and above 2 acres of land were drained. But he did not touch the dwelling-house. Finally the barn fell in while we were threshing, and it was only a chance which saved us from being killed. I went to the landlord himself; he told me he was without an agent, but that the new agent should inspect the buildings as soon as he came. He did come, saw an old house at a field's length from the other, and told me to thresh in that. The labourer who lived there was obliged to leave, thus depriving me of his services. Promises were again made. Next the dairy fell in, and a new one was erected some distance from the house, and thus we were left for years. Finally, 15 years after I went there, a new dwelling-house was built, and there I remained for two years further. My health improved, and I became cheerful and hearty. Previously to building the new house the rent was raised 12*l.*, and I had to pay the insurance on it. Tired of this state of affairs, the barn being still unbuilt, and I losing money, I decided to leave and try my luck in the milk trade in

Lord *Kenyon*—continued.

See 47,031.

Lord *Kenyon*—continued.

London. I was 52, and I had spent all the best years of my life for nothing. I had bought all the crop, hay and straw, and also swedes, when I took the farm, and they refused to pay for anything but the hay when I left. They rented the farm to a new tenant for a less sum; they erected new buildings, and opened up the river. I was never paid a half-penny for haulage."

47,012. What date did you enter the farm on the Ynys Maen-gwyn estate? What year?—About 40 to 41 years ago.

47,013. That was in the lifetime of the late Mr. Corbet. What time did you leave it?—In eight years.

Lord *Kenyon*—continued.

47,014. The same landlord was in possession then, I think?—Yes, but not the same agent.

47,015. Why did you not give that evidence at Towyn, we sat in Towyn?—I live in London, and it is enough for me to come down once.

47,016. That was your opportunity, was it not?—I lived here last.

47,017. Would it not have been fairer to the landlord or agent at Towyn to have given the evidence there?—I had no time to come twice about the same thing.

The witness withdrew.

Mr. DAVID JONES called and examined.

Lord *Kenyon.*

47,018. Do you live at Ty'nclawdd, Swyddffynon, Ystradmeurig, Cardiganshire?—Yes.

47,019. What is the parish you live in?—Lledrod Upper.

47,020. You wish to give evidence relating to the Earl of Lisburne's estate, which is in that parish?—Yes, more especially.

47,021. What complaint have you against the agent, the steward?—He is a stranger in nationality and language.

47,022. Does he understand his business?—I cannot say for that.

47,023. Does he live in the neighbourhood?—He lives near Cross Wood, about seven miles away.

47,024. Why do you complain about his nationality? Is it because you cannot speak to him?—He has no sympathy with the tenants; he does not understand them, their feelings, or wants.

47,025. How long has the agent lived in the neighbourhood?—I do not remember from what year.

47,026. About how long?—About the year 1868.

47,027. You have been there about 20 years and you say he knows nothing about the wants of the people?—Yes, or not so well as if he had been a Welshman.

47,028. What have you to say about the agreement between landlord and tenant?—There are a good many clauses in it.

47,029. What are the clauses you object to?—The tenants have to carry materials towards the new buildings altogether at their own expense, and if a person leaves soon after or is sent away, he does not get any compensation.

47,030. Do you know any instances of that?—Yes.

47,031. Can you give any?—The last witness hauled towards the buildings at Llwynbeudy, and had no compensation for doing so. William Hopkins, of Tymawr, in the same neighbourhood, hauled towards erecting a farmhouse and barn, a very large house at Crugglas, and at that time there was no railway accommodation, and they had to haul from Aberystwith lime, timber, and slates about 12 miles.

Lord *Kenyon*—continued.

47,032. Is there anything else you dislike in the agreement?—If a tenant ploughs permanent grazing land without the permission of the landlord, he has to pay a fine of 20*l.* an acre.

47,033. What they call a penalising clause?—Yes.

47,034. That is only in case he does it without consent?—Yes. If he sells straw, turnips, or hay he has to pay 5*l.* for every cart load, or 10*l.* for every waggon load.

47,035. Have you ever known any of those clauses enforced?—No.

47,036. Is there any other clause you object to?—Draining. If a farmer drains his land himself, he gets no compensation after seven years.

47,037. Anything else?—If he builds new hedges he gets no compensation for those after six years. Considerable displeasure is shown if the rent is not paid very near to the day it is due. People have had short notices from the agent in a fortnight after the audit day if they have not paid the rent and letters from the landlord's solicitors in about a month.

47,038. Has your rent been raised?—I do not give evidence for myself, but for others. The rents have been generally advanced.

47,039. Your rent has not been raised?—No, I am a freeholder.

47,040. What have you to say about the game?—Much game is preserved upon those lands.

47,041. What objection have you to that?—It injures the farmers.

47,042. Does not the farmer obtain compensation for the damage?—They get timber for the use of the farms.

47,043. Have you anything to say about the high railway rates?—It would be a very great benefit to have the rates lowered. I ordered a truck of coal and I paid 9*s.* for it, and I had to pay 9*s.* a ton for the carriage on the railway.

47,044. Do you wish to have light railways?—Yes.

47,045. Do you think the roads might be improved?—Yes, the roads might be greatly improved.

Mr. *Richard Jones.*

47,046. According to the agreement, you say that compensation cannot be claimed for draining after seven years?—Yes.

47,047. To what period would you extend it?—The tenant, when he leaves, ought to be compensated according to the value of the land at the time. It should not be a question of time; if he has improved the land he ought to be compensated for doing so.

47,048. But it is possible to drain and really to do damage to land. Of course, in a case of that kind you assume the tenant should not receive compensation?—I have never seen such a case.

47,049. It is possible that really you may do damage to it by draining?—He ought to have nothing if he injures the land.

Mr. *Richard Jones*—continued.

47,050. I should think, according to your statement, you are arguing in favour of compensation for general improvement of a farm?—Yes, if the tenant be compelled to quit the farm.

47,051. Which is not provided for in the Agricultural Holdings Act?—Quite so.

47,052. You really are in favour of extending the Agricultural Holdings Act?—Yes.

47,053. Is there any other suggestion you could make to improve the Agricultural Holdings Act?—The only suggestion I could give would be to have a Land Court.

47,054. To fix rents and to settle disputes?—Yes.

The witness withdrew.

Mr. WILLIAM DAVIES called and examined.

Lord *Kenyon.*

47,055. Are you a solicitor practising here?—Yes.

47,056. You wish to make a statement?—Yes. I am a solicitor, and have been asked to give evidence on behalf of four or five of the farmers in this union. It is a question affecting the payment of chief rent. I do not know whether you are prepared to hear us upon it. The facts are very brief indeed, and I have the persons all here in court. Mr. Thomas Arch is the chief one.

47,057. I should think from one case we could learn all?—On behalf of Mr. Arch, I have to say that he has been at the Great Abbey for upwards of 27 years, and he had not paid any chief rent up to about two months ago, when the bailiff levied upon him for the sum of 16*l.* 5*s.*

47,058. Is that in Strata Florida?—Yes, about six miles from here. He was told by the bailiff it was five years chief rent at the rate of 3*l.* 3*s.* 6*d.* per annum. I was consulted upon the matter, and I advised him to pay the money under protest, which he did. The moment the bailiff got the rent he came again, and made another levy for another 12 months upon the same tenant.

47,059. What bailiff?—Lord Lisburne's. The warrant is at the instance of the Right Hon. George Arthur, Earl of Lisburne. That is only one instance. There are four other similar instances; we do not know in respect of what we paid, and how they claimed five years, or whether it ought to be 25 years.

47,060. I suppose the Statute of Limitations would bar more than a certain time?—Yes, the names of the people I appear for are Thomas Arch Great Abbey, Pontrhydfendigaid; Richard Evans, Cilfachydwn; John Jones, Cilfachydwnfach; Moses Thomas, Llwynmwyn.

Lord *Kenyon*—continued.

47,061. Has the question ever been tested in the courts?—No, my Lord.

47,062. Have you ever heard of any chief rent being levied before?—Yes.

47,063. Do you complain of Lord Lisburne not having levied for so long, or for his having levied it now?—For levying it now, and the question whether he is entitled to it. It is a question of title, more or less.

47,064. I do not think we can go into that?—I so advised them myself, but being a question affecting land they thought it proper to bring it forward before the Commissioners.

Mr. *Seebohm.*

47,065. Do you know whether the Earl of Lisburne claims under a grant from the Crown?—I cannot say.

Lord *Kenyon.*

47,066. We had a similar case in which the Crown claimed and the landlord resisted, and the Crown won the day?—Yes, I know.

Mr. *Seebohm.*

47,067. I believe the idea of the thing is this: The old chief rents on the conquest of Wales represented the value of the services rendered to the old Princes of Wales, and those chief rents have been reserved to the present time, and in many instances are at present levied. Owing to the very small amount of these things, which are often shillings and pence, they have been allowed to fall into arrear for many years, and then by a spasmodic movement they have come to claim them again. I do not think that these are exactly the same case, but they look much as if they were the same thing as we had in the case of Sir Watkin Wynn?—I simply place the fact before you.

The witness withdrew.

Mr. M. L. VAUGHAN-DAVIES called and examined.

Lord *Kenyon.*

47,068. Where do you live?—Tanybwlch. My reason for coming before this Commission is that a very large committee was formed at Lampeter to go into this question some months ago, and they requested me to come forward to record their views; and also I have been requested by the farmers of the county, who have held some 25 to 30 meetings in these parts. I shall not detain you very long. I know perfectly well I am dealing with gentlemen who have gone minutely into the question of land in Wales, and it is not necessary to go into minute details of it, but I will go straight to what I consider is the kernel of the great question touching the farming interest in this county, and, I take it, in Wales, and that is the requirement of the tenant farmers to have protected the money that they have spent in their land and the improvements they create—and protected in such a manner that it cannot possibly be got at; because at the present time the argument in this county by the tenant farmers, and, indeed, most of us, is that the Acts of Parliament which are already in existence do not protect them. If they farm, and by any chance a farmer makes any money and places that again in his land, the outcome of it is that his rents are raised upon that. If they do not raise his rent, then such things have happened, and have happened to a very considerable extent in this county, that a very large number of farms have been sold, and the improvements of the tenants have been sold with them without the farmers being recompensed in any shape or form. That is really what I call the real foundation of the public feeling in Wales that has brought about the Commission which has come into this country. That is really the secret of the great trouble of the farmers, as well as I can gather by being in constant and close communication with them in this country; they wish to have their labour and their capital protected in such a way that a landlord cannot take possession of it. That is really what it comes to. That, as I have said before, is the foundation of their grievance. They look to this Commission to see that condition of things removed, otherwise any other effect of this Commission would be to them simply waste of time. I know myself several instances in this county where farmers have money, but they will not place it in the land. When I have questioned them closely upon it they say: "Can "you expect us to put it in the land when in "six or 12 months' time we may be turned out "of it, and not a shilling recouped to us." In my own neighbourhood I have a neighbour who has been a farmer for many years, and every penny he could make out of his farm he put, to use the phraseology of our district, "on the sea," and that means that he invested it in ships, or in vessels of some kind. As soon as ever he could make sufficient he bought himself a freehold, and the difference in the way in which he farmed that freehold to the way in which he farmed as a tenant farmer was something very

Lord *Kenyon*—continued.

astonishing, and opened one's eyes to the difference between a tenant farmer and a freeholder. He has done well on this freehold, and, as I say, any money he can make out of it up to a short time ago he is still placing out at interest, and he actually the other day bought a very good farm indeed for his second son, and I believe he is perfectly able at this moment to buy any of the ordinary farms in this county. As he said, it was by putting it, not on the land, but to other kinds of interest. I go so far as to think this, that it is not only a great loss to the tenant farmer, but a great loss to the landlord as well. Indeed I go further, it is a loss to the whole country that the farmers should be so placed that they cannot put their money into the land. It is their interest, the landlord's interest, and the whole of the community. I am sure of this, that a farm well farmed must produce a great deal more stuff than a farm badly farmed Therefore, as I have said, it is good to us all round if you could only get the farmers, by giving them security, to place more capital into the land than they do now. Indeed we cannot blame them for not doing it. That is the bone of contention, so far as I gather it, of the tenant farmers of this county. There has been a great deal said with reference to the freeholders in the county. I do not quite follow some of the gentlemen who have given evidence before me as to the number of freeholders in this county. I think one gentleman said there were 2,000 small freeholders in the county. I have gone rather carefully into it, and I make it that there is only 2,100 freeholders of all kinds, that is owners of land, taking the largest as well as the smallest; taking those who only hold a moiety in some of the land. When I come to look at the population I find there are 63,467 people in the county, with an acreage of 443,000 acres. Therefore, if you will think for an instant how that works out, you will find that there are a very small number really of freeholders in such a large area and among such a population. Knowing, as I do know, the great anxiety of these farmers in Cardiganshire to possess land, I believe that a great deal of land that is now held in the hands of landlords would be parted with if it were not for two reasons. The first and foremost of them is the enormous expense in trying to get a farm in the shape of legal expenses; that is, inquiring into the title of these different farms. There are legal expenses connected with it that are bound to be gone through under the present system. That is a great obstacle. The second is that of procuring the money to pay for these farms. I have known instances, and there are many instances of it in Cardiganshire, where actually a whole family have clubbed together to put down a large amount of money towards helping to pay for the farm, and then they have gone to the moneylender for the rest, which hampers them considerably, because they are paying a large amount of interest, and more in some cases than the rent they paid before. So there is a

Lord *Kenyon*—continued.

great burden on a tenant farmer buying his farm, and retaining it afterwards, and making a living upon it. I have no hesitation in saying, having read the Irish Land Act, as well as an ordinary individual can read an Act of Parliament, I feel very keenly that such an Act would be an enormous advantage to Wales. The powers given under that Act, whenever I have spoken of them, make all the Welsh tenant farmers' mouths water —considering the way in which the Irishman is treated and the way in which the Welshman is treated up to the present time. We hope after your visit there will be a brighter and happier future for the tenant farmer of Wales. In Ireland they have a land court. You know they have the power of lending money, from the smallest sum of 50*l.* up to the larger sum of 5,000*l.* Therefore, under these land courts in Ireland, even the smallest cottager is able to buy his cottage and his garden. That, I consider, would be an enormous advantage to this country. One of the chief failings in agriculture here is the loss of the agricultural labourers. They have gone out of this country to a degree, and that is a serious source of trouble to the tenant farmer. For this reason. First of all, the cottages, I admit, are scarce, and they get larger wages in the South Wales works, and the consequence is that the farm labourers at the present time are only boys just out of school at the tail of their ploughs, which means, of course, that the agriculture of the farm is not carried out in a proper manner. But in Ireland they have great powers, and in about three years no less than about 2,000 labourers borrowed money up to the sum of 50*l.* to buy their cottages. They have lent in Ireland towards the purchase of farms no less than 8,800,000*l.* Some of you gentlemen mentioned compulsory sales. I never hear that mentioned amongst the tenant farmers of this country. All that they wish for is, that if they can agree with the owner of the farm as to the price that they should pay, that they should then be able to go to some superior power and borrow the money at a reasonable interest, and for a stated time. Under the Irish Act they are able to borrow, as I have said, from 50*l.* up to 5,000*l.* at 4 per cent., including capital and interest, for 49 years, and then they have paid off their capital and their interest, and that farm becomes their own freehold. These Acts for Irishmen have inspired the same wish amongst the Welsh people that we should be able to have equal rights. I know for a fact that there are a large number of landlords in this country at the present time who would be only too glad to sell outlying farms to the tenants of them if they could only be provided with the money in some reasonable and proper manner. I go even further than that. I think it would be a great advantage to the small landlords in Wales if they could go also to Government and borrow money for buildings, and repairs, planting, and draining their land. Some of you may think that there are companies now in London to do it, but as I have borrowed from one of these companies, I can say I know it is an enormous

Lord *Kenyon*—continued.

expense, and a high rate of interest, and you cannot expect tenant farmers to go to those companies, and pay as they make one pay. In Ireland, in 1893, they lent under this land court for field works, 8,114*l.*; for farm buildings, 29,550*l.*; for labourers' cottages, 3,060*l.*; for buildings simply for shelter, 794*l.* That was all in the year 1893. I think, as I have said before, it would be a great advantage to us in Wales if we had the same chance, particularly to small landlords, because the small landlord has very often not only his way to pay but in bad times, has to give reductions, and if he has buildings to do also, it leaves him very little for himself to live upon, so that we cannot expect small landlords to do for their tenants as much as the larger landlords and the richer men. Another point is that the inquiry into title is a relic of ancient days, and I am one of those who think it might be easily altered. They have altered it in Ireland by making everyone who buys land now register it under the compulsion of the Act of 1891, so that if the farms are registered they have no necessity in the future to go into all the trouble and expense of title. The other point which I think would be an immense advantage to this country would be light railways. I have been laughed at by bringing this matter before the public as to lines with a 2 feet gauge being the least use for the agricultural community. I thought I could not do better in trying to prove my idea than to work out the power and capabilities of some small lines that we have in Wales already. I do not bring the figures as to the expenses for this reason, that they were made with one object, to go direct to the quarries in North Wales, and naturally they cost a very large amount to cut through the mountains to get to the quarries, but I can give a few figures to prove what I state. There is the Corris line. Its length is 11 miles, its gauge is 2 ft. 3 in., and it carried in the year 1893 no less than 70,000 people and 20,000 tons of goods.

47,069. Other than slates?—Yes, other than slates. On the North Wales narrow gauge railway, the length is 10¼ miles, and the gauge is 1 ft. 11½ in.. In 1893 it carried 54,000 passengers as well as 45,000 quarrymen, making very nearly 100,000 people, and it carried 4,700 tons of goods, and in slates 12,961 tons. That was carried on a gauge of 1 ft. 11½ in.

47,070. Do you make out from that that the Corris Railway carried much more than the Festiniog Railway?—The Festiniog Railway carried much more, I think.

47,071. I should think the figures you have given must be inclusive of slates?—It was a return made to me by the manager.

47,072. I think there is much more traffic over the Festiniog line than over the Corris line?—Yes, I should think so from what I know of them. Now, I want to bring before you the way in which they make those lines also in India. They are made for hundreds and hundreds of miles by the Indian princes, and they cost from 1,000*l.* to 1,500*l.* per mile. They can go round their mountains, even the Himalayas,

Lord *Kenyon*—continued.

and actually the people in the first carriage of the train can see the tail light of the train, so that there is no difficulty in going round the Welsh mountains. Their power of carriage is proved sufficiently by the little railways we have in North Wales.

47,073. What gauge do they have in India?—Two feet six inches. There is one in the North-west Provinces 31 miles long, and it cost 1,000*l.* per mile. To-morrow, when you go to Aberaeron, you will pass through an excellently cultivated district that is comparatively shut out from the markets by having no communication whatever. You will find there a very nice little town that is hampered to a great extent by having no outlet for its goods or inlet for the people who might go there, except by carts or cars or posting. You will find also in South Cardiganshire a place called New Quay, entirely isolated from being made what it could be made by being, as I have said before, such a distance from railway communication, 17 or 18 miles over those mountains. In bringing this question before you I want to make it clear to you that the farmers of this district are placed at a very great disadvantage, because they have such a long way to go with their goods to get to their markets. They really are at the tender mercies of travelling dealers. Whether it be a pound of butter or any other commodity, these dealers go round and give whatever price they think best, and choose the things. These men are really shut out from the advantages of a market, and not being able to get to it in an easy and commodious manner. If we could only get these small railways through the centres of Cardiganshire, I believe it would raise the value of land to an enormous extent. If the farmers could only see their way to having their outlays secured to them, that their rents should not be raised on their own outlays, and that they should not be turned out without compensation, or that the farms should not be sold over their heads, they would be happy. One of the best landlords, one who was trusted as much as any man living, and under whom all the people placed their money on the farms, all of a sudden, like a bombshell, gave notice that he was going to sell his property. He had a right to do that, but away went all the money that these tenants had spent for years. That is really the secret of the wishes of the tenant farmers, so far as I can gauge it in this county.

47,074. Are you acquainted with the action of the Agricultural Holdings Act at all?—I have tried to fathom it. I do not know a greater proof of the fallacy of that Act than the case you had yesterday.

See 46,182-6, 46,282.

47,075. Which case was that?—A gentleman told you he had contracted himself clean out of the Act. That is the universal opinion in this country, so far as I can gather. They do not believe in the Act; they have no faith in it. An Act of Parliament here really I do not think would benefit us, because the tenant farmers never read it. They sign any mortal thing that is laid before them, with the object of getting

Lord *Kenyon*—continued.

their farms. There is this land hunger in the country that it is impossible to understand but still there it is.

47,076. If no Agricultural Holdings Act is of any use to them, I do not see the object of amending it?—No, we should prefer a court they could go to.

47,077. In the country itself?—Connected with the country in Wales. They have lost faith in Acts of Parliaments.

47,078. Have you thought of such a court from a landlord's point of view at all?—Yes, I have, and I believe it would be just oft as much advantage to the landlord as to the tenant, because he would get his land farmed.

47,079. Do you think it would destroy the friendly relations?—No, I do not.

47,080. Every landlord we have had before us has said that it would?—Yes, I know they do, because a great many landowners are prejudiced.

47,081. The prejudice is not confined to the landlords?—No, it may not be.

47,082. Many of the landowners are excellent men, they tell us, or they would not spend so much money upon their estates?—If the tenant farmers were secure in their land, they would not require so much money spent.

47,083. Would they have capital enough?—Whatever capital they had they would spend on the land. If they thought the money was secure, farming in this country would go up a great deal. There is a fear of even its being known that they have money; they do not even like the landlord to think they have money in this country. That is what I gather.

47,084. I should have thought a desirable tenant was one who had money?—Exactly so. The desirable man who has money in this country will not let it be known, if he can possibly help it.

47,085. You have drawn rather a different picture of the freeholder from that which we had before this afternoon. You do not think they are so badly off?—I do not say they are not badly off, but some of the freeholders have recently purchased their land. One freeholder near here gave 70 years' purchase for his farm not many years ago. Naturally that man cannot be very well off now.

47,086. Certainly not; that would be rather a foolish bargain at the time?—We all thought so.

47,087. There are several Acts for advancing money to landowners, and they have been largely made use of in this country?—Those are the companies in London.

47,088. Public Money Drainage Act?—Yes.

47,089. The county of Cardigan has made large use of that?—They had to pay very dearly for it.

47,090. Perhaps the scheme of the drainage was not going very well?—Yes, they are going well now.

47,091. In some cases it was necessary to cut through the solid rock?—No, I have drained under the Act, and the only objection is the great expense and the heavy interest you have

Lord *Kenyon*—continued.

to pay, therefore I say you cannot expect the tenant farmer to go in for it.

47,092. The interest represents about 3½ per cent., and the remainder is principal?—Yes, the remainder is principal.

47,093. You are an advocate for a cheaper transfer of land?—Yes, a great deal cheaper undoubtedly.

47,094. Do you think there would be much opposition from the lawyers?—I should think very likely; they are the only people that gain by it, that I can see.

47,095. I suppose you consider that these light railways should be made by the Government?—Yes, exactly in the same way as on the coast of Ireland.

47,096. The landlords in this country would welcome such a railway?—I should say so.

47,097. And would sell their land at a cheap rate?—If they looked to their own advantage they would, but we have had instances in this county where they have blocked the railways.

47,098. In the early days of railways, no doubt?—But I think they are more enlightened now, therefore, I do not think they would even block a small railway.

Sir *John Llewelyn.*

47,099. Do you give leases on your own property?—No.

47,100. Have they been asked for at all?—No, never.

47,101. You gave a very interesting account of a farmer who had made money out of his own farm, and then invested it on the sea, and with the proceeds of his investment bought a freehold?—Yes, he did.

47,102. Was that in your own neighbourhood?—Yes.

47,103. Was it an isolated case, or have there been many such?—I cannot say I know of many such.

47,104. Do you think that most of the freeholds bought in this country were bought with borrowed money or saved money?—I think a great deal of the money has been saved, and a great deal borrowed. They have not paid for the whole of the farm with their own money.

47,105. Would you say that a large part of the land in the hands of small freeholders is paid for with their own money, and not borrowed money?—When a man comes and tries to buy his freehold, if he is going to give 3,000*l.*, perhaps he will have 1,000*l.* and borrow the other 2,000*l.*

47,106. Can you suggest there would be any objection to Government advancing at once money to the existing freeholders who have already bought their holdings?—There is no objection to it, but of course, having paid the price that they have done for those farms, and taking the value of the land now, it would be rather awkward to know how much to lend them.

47,107. And in the other case, that is the case of land being put up to auction, and there being an opportunity to borrow from the Government, would that not drive the price up?—I do not see myself why it should drive up the price of land.

47,108. Would there not be greater competition for it?—Naturally if men thought they could borrow money at a cheap rate, they would be more anxious to try to buy.

47,109. There is great competition now, I believe?—Not now. As I have tried to explain the expenses are so great. There are scores of farms in Cardiganshire at this moment that would be sold by the owner to a tenant, and the farmers in the country cannot buy them owing to the expense attached to them, and having to pay such heavy interest for the money borrowed as people look upon land now as not being such good security.

47,110. You think the Agricultural Holdings Act is not well known?—I do not think it is known in this county. I am not going to answer for Wales, I only answer for this county In this county it is certainly not known.

47,111. It was an attempt, at all events, by Government to benefit agriculture?—We acknowledge the attempt, and hope they will make another one, and a better one.

47,112. But what is the use if people do not take advantage of it. I strongly urge the farmers of your club, and the agricultural associations in the county, to discuss it as between landlord and tenant?—Those two clauses in it are rather hard nuts to crack.

47,113. Which?—They contract themselves out of the Act.

47,114. Clause 33, and the substituted scale of compensation?—Yes.

Lord *Kenyon.*

47,115. That is only a fair one?—They do not look upon it as any security to them in their holding, that is how they understand it, I can assure you.

Mr. *Seebohm.*

47,116. I understand you are very much in favour of the increase of these freeholders?—Yes, I am.

47,117. Now, going back to 1878. Supposing there had been in this county a large number of freeholders in that year, so that the full force of the depression would have come upon them, would it not have been very detrimental?—It would depend entirely upon what price they bought their lands at. If they bought at a time when the land was worth 15 or 16 years' purchase more than it is now they would feel it.

47,118. You think they should buy when the land is at the bottom?—Yes, and then they do not feel the depression when things get better. When a man is a freeholder he can farm his land and make it pay better than a tenant who is simply there at the will of another man. The farm will produce more, and he would be comparatively a richer man.

47,119. Then with regard to the other difficulty that we met with this afternoon from another witness, when a man dies if he is a

Mr. *Seebohm*—continued.

peasant proprietor he charges his property for his other children. That again is a little difficulty?—But I think the farmer who gave evidence this afternoon made out a case that is not often heard of in this county, such a heavy charge on such a small farm. I never heard such a charge on such a small farm as he made out; that is my experience. Of course, they do not come and consult me about their wills, but I have been talking to them here. When I heard that evidence I thought he had been rather hardly dealt with by his father, or whoever left it to him, because it is a very heavy mortgage upon such a small property.

47,120. With regard to the facts you mention in respect to Ireland there is this difference, is there not, between the Irish tenant and the Welsh tenant, that the Irish tenant starts with being the owner, that is to say, of one-fifth or one-third, and sometimes half of his holding through his having the tenant rights?—Yes, I admit there is that difference between a Welsh tenant and an Irish tenant.

47,121. That is a very important difference in the security?—Yes, that is so, undoubtedly, because in Ireland the tenant right is sometimes more than that of the fee simple.

47,122. And that very much facilitates the question in Ireland?—Yes.

Mr. *Grove.*

47,123. If the Government were to advance money, what proportion do you think they ought to advance on the land?—In Ireland I think they retain one-fifth.

47,124. Can you tell us the cost of the Irish railways. You gave us certain figures. How much per mile does it work out?—24 miles cost 116,000*l.* For 18 miles there is a grant of 115,000*l.*, altogether they have the Government grant of 1,145,000*l.* to make 223 miles of railway.

Mr. *Grove*—continued.

Mr. *Richard Jones.*

47,125. It has been said over and over again that supposing a land court was established the landlords would not lay out anything on buildings. I take it that when a land court would be adjusting the rent, the neglected state of the buildings would be taken into consideration, and the interest on the cost of putting them in a good state would be deducted from the fair rent; I take it that would be the case?—I could not say what the case would be, but I take it in this way: If you want to get the rent out of a farm you must give a man farm buildings. You cannot ask a man to give you so much an acre, and have no buildings. How the court will do it I cannot answer.

47,126. As a matter of justice?—As a matter of justice, undoubtedly. You are bound to take into account buildings.

47,127. Under those circumstances, if the rent is substracted to that amount, it would enable the farmer under those circumstances to build the buildings himself, and of course his borrowing powers would be improved when he would be secure in his holding, and any money that he laid out protected from confiscation?—Yes.

47,128. So that that difficulty could be removed in that way?—Yes, because the more money the tenant gets in the farm naturally the greater hold he gets over it, and therefore in appealing to any court afterwards he would have to prove that.

The witness withdrew.

Adjourned to Aberayron.

Talbot Hotel, Tregaron, Thursday, 26th April 1894.

Second Court.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR).

MR. JOHN MORGAN GRIFFITHS. | MR. EDWIN GROVE.

Mr. JOHN DAVIES called and examined through an Interpreter.

Sir *John Llewelyn.*

47,129. Is this your evidence and is it correct? —Yes, it is correct.

The following statement of the witness was then read:—

Evidence of John Davies, Brynllin, Nantcwnlle, Talsarn, freehold farmer. (Heavily mortgaged.)

1. I bought this farm of Brynllin (which measures 25 acres) 20 years ago (Christmas time 1873) from Mr. John Jones, of Bwlch, being a part of the farm which Mr. Jones had a very short time before bought of Mr. Gwynne, Monachty.

2. The price paid was 650*l.*, which was much higher than it ought to be, when we consider that there was no building of any kind on it, and not a single hedge or fence.

3. It was mortgaged to the full value of 650*l.* at the rate of 3*l.* 16*s.* per cent., making a yearly rental of 24*l.* 14*s.*, which is excessive rent.

4. I spent at least 300*l.* in buildings and fences. Adding this to the purchase money and paying same rate of interest would make the rent about 36*l.* on 25 acres of land on the top of a hill. It would be dear enough at 20*l.* per annum.

5. Though I have worked hard I have not been able to reduce the mortgage by a single penny.

6. I was forced to buy the farm at such a high price because I could not get a farm, though I waited nine years after I was married. I could not well turn my hand to anything except farming, as I had worked on the farm since I was a mere child. I and my wife lived those nine years as one of two families in a house called Tynewydd, Nantcwnlle.

7. I am one of many who have been driven to buy land at an excessive price, and then to mortgage it heavily; and these mortgaged freeholders are, on the whole, suffering more from hard times than ordinary tenant farmers; but they are more independent politically and otherwise.

8. The Government ought to advance money at a low rate of interest to assist farmers to buy their holdings.

Sir *John Llewelyn.*

47,130. Did the sale take place by auction? —Not to me.

47,131. Was it by private contract?—Yes.

Mr. *Griffiths.*

47,132. What you bought was part of another farm, if I rightly understand it?—Yes.

47,133. Why was this farm sold; why did he sell this part of the farm after he had purchased it?—Because it would be easier for me to pay for the rest.

47,134. You had not sufficient money to pay for the one you purchased of him yourself then? —No.

47,135. Then he sold this part to you so that he might be enabled to pay off some mortgage moneys on the farm?—Yes.

47,136. Did you come to a private settlement as to the price?—Yes.

47,137. Have you any family? — Only my wife and myself.

47,138. Is it so difficult to get a farm in this neighbourhood that you had to wait nine years before you could get one?—It was, at that time.

47,139. Did you go to live then with your father-in-law?—Yes.

47,140. Are there many such cases in this neighbourhood where young people are married and still living in farms waiting for a chance? —Yes, there have been a good many.

47,141. Because they cannot get farms?—Yes, because they have failed to get them.

47,142. It is not very pleasant to bring up two families in the same house, is it?—No.

47,143. Because you could not get a farm to rent you purchased this bit, so that you might have some place to live in?—Yes.

47,144. Why do you consider that the one that has bought his farm has suffered more than others that rent farms?—He is obliged to pay all his liabilities, but he gets something back from his landlord at times.

47,145. Sometimes he gets abatements, you mean?—Yes, tenants receive abatements sometimes.

Mr. *Griffiths*—continued.

47,146. And the mortgagee will not give you anything back?—No.

47,147. Then you say there is also a political reason why you should have bought the farm. Is that the case?—Yes, that was so, and so it is still, so far as I know.

47,148. What you wanted was security to go on peaceably on your land. Is that so?—Yes.

47,149. Is there any reason why farmers do not come forward and give evidence. Are they afraid, do you think?—They are afraid of their landlords.

47,150. Have you anything to suggest in order to remedy these matters?—I have not thought much about it, but I would like to have some money in order to be able to pay for the place and to pay less interest than I do.

47,151. That is for your own case. Would you recommend anything for others that do not feel very secure on their own farms?—That would be a good thing for them. Many farmers suffer greatly.

47,152. What would you recommend for them?—That they should have the land for what it is worth, instead of increasing their rent on their own improvements constantly.

47,153. Then do you consider that a tenant ought to be paid for all the improvements he makes?—Yes.

47,154. How are we to bring that about?—They will not get anything unless they get a law behind them to compel the landlords.

Mr. *Grove.*

47,155. Did you make any improvements on this farm before you bought it?—No, I made no improvements before buying it. It was wild land.

47,156. You suggest that the Government should lend money?—Yes.

47,157. The Government would not lend the full money to buy the land, probably. What portion do you think they ought to lend?—As much as there would be the mortgage on it. I have given 300*l.* myself in mortgage.

47,158. I should like to understand what you mean by giving 300*l.*?—I have spent 300*l.* on the farm.

Mr. *Grove*—continued.

47,159. What do you consider the value of the place now?—I cannot quite say. The land is reduced in price, but it is worth about 1,000*l.* to me I should say.

47,160. With what proportion would you be satisfied? Would you be satisfied if the Government would lend four-fifths of that money?—That would be of great assistance to us.

Sir *John Llewelyn.*

47,161. In answer to Mr. Griffiths, you said that you thought there ought to be a law to compel the landlords. What do you think the landlords ought to be compelled to do?—I think that farmers ought to have fair play to live on their farms. After they have worked hard on their farms the rent is raised 20*l.*

47,162. Do you mean full compensation for improvements?—Yes.

47,163. Anything more than that?—No. I have not thought of anything in addition to that.

47,164. There is a question handed in by Mr. H. L. Stephen: "Had Mr. Jones, from whom "you bought, any land except the farm of "which he sold you a part"?—Yes, he sold Llettyrpool which adjoined that farm.

47,165. Had he more than those two farms?—He had also a part of Erw.

47,166. Would you have taken a farm instead of buying one if you had been able to?—Yes.

Mr. *Griffiths.*

47,167. You say that Mr. Jones sold another part of the farm?—Yes.

47,168. Can you tell us what he had for that part?—I am not sure.

47,169. How much has he kept himself?—About 120 acres.

47,170–1. How much did this other man purchase?—About 100, but I cannot be quite sure.

47,172. Do you know what rent he pays?—No, I do not.

The witness withdrew.

Mr. David Evans, of Cae'rochr, Blaenpennal, called and examined through an interpreter.

Sir *John Llewelyn.*

47,173. Have you a statement of the evidence you wish to give?—This is my own evidence which I have myself written:—

The witness's Welsh statement was then read out in English by the interpreter, as follows:—

The parish of Blaenpenal: During the last 15 years a large part of this parish has been sold, and the inhabitants have been obliged to buy or be without a home, because it was almost impossible to get a place to let, and they were

Sir *John Llewelyn*—continued.

[*Statement continued.*]

obliged to raise a mortgage in order to pay for what they bought, and to pay a high rate of interest for it and a high price for making deeds on it (*gwneyd llyfrau arno*)."

By this time trade has changed and gone very low, and through this many are under very heavy burdens. The parish consists of 3,993 acres and 37 poles of land, and of this 2,333 acres and 4 poles are under mortgage, whilst the land which is

Sir *John Llewelyn*—continued.

[*Statement continued.*]

free represents 1,660 acres and 37 poles. That is 672 acres 3 roods and 3 poles more under mortgage than is free. Its gross estimated rental, after taking the tithe out, is 1,656*l.* 2*s.* 6*d.*, (or including tithe, 1,635*l.* 17*s.* 6*d.*) The gross rateable value of the mortgaged places is 899*l.* 11*s.*, of the places which are free only 656*l.* 13*s.* 6*d.* That is 242*l.* 17*s.* 6*d.* more under mortgage than unmortgaged. The rateable value of the parish after deducting the tithe is 1,224*l.* 2*s.* 6*d.*; including the tithe, 1,287*l.* 2*s.* 6*d.*; of the rateable value which has been mortgaged, 741*l.* 17*s.*; without being mortgaged, 482*l.* 5*s.* 6*d.*; more under mortgage of 259*l.* 11*s.* 6*d.* than is free. The total of the mortgage on the sums mentioned which are in their possession is 25,630*l.* This sum at the rate of 3¾ per cent., (only a few of them being under 4 per cent.) amounts to 960*l.* 19*s.*, whilst the gross rental of the places which are held is only 899*l.* 11*s.*, and their rateable value only 741*l.* 17*s.* So that their interest amounts to 61*l.* 8*s.* more than the gross rental, 219*l.* 2*s.* more than the rateable value. It is fair to state that many of the above places are mortgaged only to a quarter of their value, whilst in other places the interest is much higher than the gross rental.

In the face of the facts which have been mentioned it is clear that it is fair and reasonable for the Government to provide for lightening the burden of the many throughout Wales who are in the same position as those in this parish, either by advancing money at a reasonable rate of interest or passing an Act of Parliament to the effect that people should not be allowed to charge a higher rate of interest than is reasonable for the money they advance.

Why is it not as reasonable to cause money to be let on fair terms, as it is to cause people to let land so, and why do we in Wales not have the same fair play as the Irishmen in Ireland. Also the Government gives land free to its subjects in some places. Why will it not do something to reduce the burdens of the Welsh nation which has been so faithful to it.

Mr. *Grove.*

47,174. A large portion of this parish was sold. Was it sold by auction or by private treaty; that is to say, these various farms?—A good many have been sold by auction, and many privately.

47,175. Did most of the tenants buy their own holdings?—Yes, most of them did.

47,176. And did they pay very high prices?—Yes, very high.

47,177. How did they pay for them, did they have to borrow all the money?—Most of them.

47,178. Then the mortgages even to-day are very heavy, are they?—Yes, higher than the rent was before they were sold.

Mr. *Grove*—continued.

47,179. Have most of the tenants improved the property so as to make it of higher value to-day than it was when they bought it?—Yes, they have made improvements, but it is very probable that they will not get so much for them in spite of this.

47,180. Who lent them the money, private individuals, or in what way did they get it?—From different persons.

47,181. What rate of interest did they have to pay?—Most of them have to pay 4*l.* per cent., and a few of them pay 3*l.* 15*s.*

47,182. If the Government lent money, you would not expect the Government to lend as much as the place was worth, would you?—No.

47,183. What proportion would you think fair?—To keep so much of it back, so that a tenant should have something to pay the interest supposing he were to fail at the end of the year.

47,184. Do you know the value of your own place?—About 800*l.*

47,185. What would you want to borrow; supposing the Government lent money, would you be satisfied if they lent you 600*l.*?—That would be better than as it is now.

47,186. If they did that at 4 per cent. to include redemption of capital—let that point be clear—would you be satisfied?—I think it would be better for the country generally to have money advanced at a low rate of interest without paying off the capital, without redeeming the capital.

47,187. But if they did that a man would never be the full possessor of his own property?—No, and many of them would never become possessors of their land in the other way either. It would be possible for the children; the children might become possessors.

47,188. But surely every man wishes to have the full possession of his own property as soon as he can?—Yes.

Mr. *Griffiths.*

47,189. Has the rateable value of your farm been increased since it was sold?—No.

47,190. Neither has the rateable value been increased in any other instances in the parish of farms which were sold?—No.

47,191. Why do they not do that?—I cannot say. They see that they are quite high enough. A valuer has been round the parish since then.

47,192. For rateable purposes, do you mean?—Yes.

47,193. Did they increase the valuation?—Yes, they increased the valuation in some places, and reduced it in others.

47,194. But the valuation did not follow the increased rent you were to pay for your farm?—No.

47,195. What per-centage do you pay for the money you borrow?—4 per cent.

47,196. When you purchased your farm, did it cost you more money when you had it transferred to you than you expected?—Yes.

Mr. *Griffiths*—continued.

47,197. Would you like to have land transferred cheaper in some other way?—That is what I thought when I made the suggestion in my evidence.

47,198. Can you tell me at what rate of interest the Government lends money to the Irish people?—3*l.* 2*s.* 6*d.* per cent. I think.

47,199. Can you tell me at how many years' purchase?—I am not sure; 25 I think, but I cannot recollect.

Sir *John Llewelyn.*

47,200. Do you think it is cheapest and best to be a freeholder or a tenant farmer?—It is cheaper to be a tenant now.

47,201. Do you think that the tenants are afraid of their landlords?—They know that they are.

47,202. They know that they are afraid, do you mean?—Yes.

47,203. What are they afraid of?—They are afraid of claiming their rights in many things.

47,204. What are the rights to which you refer?—To kill game; with regard to politics; and things of that kind.

47,205. With regard to politics, is the Ballot Act a complete security?—Yes, but the country are not very strong on that point.

47,206. They do not understand it, perhaps?—No.

47,207. With regard to the game. Is there any trouble about game in your district?—No, there is no trouble in our district now. They are not preserved.

47,208. So that that is not a cause of difference between landlord and tenant in your neighbourhood?—No, not in our parish.

Sir *John Llewelyn*—continued.

47,209. Have there been any evictions?—I cannot remember now.

47,210. I do not quite follow where the grievance is against the landlord?—There is another burthen that presses upon us as a parish, namely, that there are few landlords in our place.

47,211. Perhaps you wish there were more? There is better fair play to the tenant now than there is to the freeholder.

Mr. *Griffiths.*

47,212. Do the landlords and their agents go round to the tenants now to obtain promises for political purposes?—There are very few landlords in our parish.

47,213. Supposing you go further back before these farms were sold; did they not then?—They used to go before these farms were sold.

47,214. The Ballot Act did not prevent their canvassing, did it?—No.

Sir *John Llewelyn.*

47,215. The following question is handed in by Mr. H. L. Stephen: "Was most of the "property in the parish sold at one time"?—Yes, the most part.

47,216. "When was it sold"?—About 10 or 12 years ago.

47,217. "By whom was it sold"?—Part was sold by Hughes, the squire of Neuadd fawr, and Pugh, of Greenhill, and Lord Vaughan, of Trawscoed.

47,218. By different people?—Yes.

The witness withdrew.

Mr. David Jenkins called and examined.

Sir *John Llewelyn.*

47,219. Will you kindly give us your evidence?—I am a freehold farmer and provision merchant (also a county councillor) and live at Pontnewydd, Blaenpenal. The class of farmers which I have to represent are small freeholders. By small freeholders I mean those farmers who have either purchased or inherited their holdings within the last 30 or 40 years, and whose properties at present are mortgaged near to their full value. The extent to which my statement refers is the parish of Blaenpenal and the parishes of Upper and Lower Lledrod an area of about 100 square miles. The quality of land in these three parishes, with the exception of a few farms, is very poor arable and pasture land, a great portion of it being common or mountain land enclosed about 30 years ago under Inclosure Acts. This common or mountain land, measuring 2,700 acres in a single parish, had from time immemorial been used by poor labourers to

Sir *John Llewelyn*—continued.

send their cows to graze on it, but under the cover of an unjust Act of Parliament it was handed over for nothing to landed proprietors and the Bishop of St. David's, depriving the poor labourer of his right to send his cow to graze thereon. There are in these three parishes about 250 farmers from great to small. About half of these are small freeholders. The greatest number of them bought their holdings about 20 years ago when land was at its highest. Upon inquiry, I find that not less than 50,000*l.* or 55,000*l.* have been invested as mortgages upon these farms by different capitalists at a proportionate interest of 4 per cent. Many of these small freeholders have already paid more than the value on the purchase money of their holdings in interest on mortgages. Since these freehold farms were bought the value of land in this district has been reduced to about one-third, occasioning the position of the small

Sir *John Llewelyn*—continued.

freeholder to become serious in the extreme. Some of these small freeholders by their industry and thriftiness through their lifetime had succeeded in putting aside a few hundred pounds for a rainy day or old age, but before they could get a mortgage on their properties they were obliged to sink their whole labour for life in their holdings. At present, they would be too glad to sell their farms at a sufficient amount to clear off the mortgage, leaving their whole labour and toil for life to be void. Well, it may be said that all this is a bad speculation. These people should not have given so much for their holdings. Quite so, it is a bad speculation just the same as taking a farm at too high a rent is a bad speculation. In this respect the tenant farmer and the small freeholder are exactly on the same footing. It is true that the small freeholder should not have given so much for his holding, and it is equally true that the tenant farmer should not have given so much rent for his farm. But it should not be forgotten that they are both Welshmen, and that what is characteristic of the one is characteristic of the other. The price the small freeholder gives for his holding, and the rent the tenant farmer gives for his farm are not at all a reasonable price or rent, but what may be called a feeling or sentimental price or rent. His country, his language, his religion, and his institutions are so dear to a Welshman that he fears to think of going to any other country. He would prefer starving in Wales to crossing the sea to America or some other country for a living. But it may be argued again that there is a great difference between a tenant farmer and a small freeholder because the tenant farmer may have six or 12 months' notice to quit, while the small freeholder can never be ejected from his holding so long as he is able to pay the interest on mortgage. Quite so. Again, there is a great difference between a tenant farmer and small freeholder, but it should be observed that the difference is in favour of the tenant farmer and not the small freeholder. If at any time the tenant farmer shall come to the conclusion that farming does not pay, he may himself give notice to quit, and sell his stock and crop and try some other occupation. But as regards the small freeholder he cannot move. He is bound hand and foot to his holding. It may be that he cannot sell his property at a sufficient amount to clear up the mortgage, nor let it at a sufficient rent to pay the interest on the mortgage. Several meetings were held in this district for the purpose of collecting evidence and ascertaining the views of small freeholders on this question, and all who attended these meetings were unanimously of the opinion that if the result of this inquiry should be to pass a Welsh Land Bill, that that Bill should contain a provision for enabling the Government to advance money not only to those farmers who will buy their holdings after the passing of such Bill, but also to those who shall have bought their holdings for some certain

Sir *John Llewelyn*—continued.

number of years before the passing of such Bill. To meet the expected or probable reduction in rents these advances should be made of something like seven-eighth parts of the value of the purchase money of the holding, to be repaid in a certain number of years by equal annual instalments of 3½ per cent., including principal and interest. It may be that a precedent for this cannot be found even among the numerous Land Acts passed for Ireland during the last 24 years, but that should not be a reason for not making special provision for Wales, as the case of Wales is quite different to the case of Ireland in this respect. When legislation was first introduced for land in Ireland there were not many small freeholders in the country, but in Wales, especially in Cardiganshire, there are so many small freeholders in the country that if a provision were not made for them their position would be much worse than at present, especially so if land courts were established and rents reduced. For instance, a small freeholder, who now pays 80*l.* as interest on a mortgage, could not compete in the market with a tenant farmer who paid the same amount as rent for a farm of the same value if the rent of such tenant farmer should be reduced to 60*l.* or 70*l.*

47,220. Your opinion is that if any Act be passed by which Government would advance money at a low rate of interest, existing freeholders ought to have the first chance before those who buy in future?—Yes, that is my opinion.

47,221. I quite agree with you, and I am much obliged to you for bringing that to the front. So that supposing there were economical difficulties in the way of future arrangements, those difficulties would not apply to the past?—No.

47,222. It has been suggested that if Government should advance money at a low rate of interest it might operate to the advantage of the landlord, he would get a higher price for his land?—With advantage to the landlord?

47,223. He might ask a higher price for his land?—How can that be?

47,224. It has been so suggested?—It might be an advantage to small freeholders of course, but not to large freeholders.

47,225. To landowners I am speaking of. However, that is an argument. I think you hold that any such economic difficulties would not apply to the existing freeholders. I quite agree with you?—I think that is so.

47,226. May I ask you another question: do many of these freeholders who bought their farms a few years ago let their farms now?—Yes, some of them.

47,227. Do you think that many of them do?—That they let farms?

47,228. That many of those who have bought and become freeholders a few years ago now let their farms?—Yes, there are some.

Sir *John Llewelyn*—continued.

47,229. Do you think many of them do?—Not many.

47,230. The desire was to possess and farm the land themselves?—Yes, generally.

Mr. *Griffiths.*

47,231. It seems a very sad state of things. What do you consider will really be the state of these freeholders if the present disastrous times continue?—Well, as I said, they are in a serious condition, much worse than the tenant farmers no doubt.

47,232. What will be the consequence? How long can they hold on at this rate?—They cannot very long.

47,233. Then the consequence will be that they will have to sell this land for whatever it will fetch?—Yes, the mortgagee will close them.

47,234. And these poor farmers will lose all they have?—Yes, they will have nothing.

47,235. That is very serious. As to the question Sir John Llewelyn was asking you, do you not think that if there were farms to be sold now in this neighbourhood, if people knew that they could borrow the money from the Government at 3 per cent., that the present owners would be calculating the purchase money according to the 3 per cent.?—During the last 24 years about six or seven Acts of Parliament have been passed for Ireland, and as they came on they gave better terms, and I do not doubt that when they come to deal with Wales they will give better terms still. I should think that they could give the money at 3½ per cent., including the principal and interest.

47,236. Then the landlords certainly would have to sink some of their money if they have it at that rate; or do you consider that the landlord should give the top price to the Government for that money?—If any estate is heavily mortgaged they should get money cheap of course.

47,237. I quite understand what you mean. It is a very serious state of things. I think you or the other witness gave us the proportion of other land?—Yes.

Mr. *Grove.*

47,238. You speak about 3½ per cent. to include principal and interest?—Yes.

47,239. That, of course, depends upon the number of years that you borrow the money for?—Yes, it depends.

47,240. If it is a short number of years——? No, it cannot be short.

47,241. No, it cannot, of course. I was going to ask you that?—Yes.

47,242. Do you not think it is better for the Government to lend the money at 4 per cent. rather than 3½ per cent., so that the farmers may possess their own lands much sooner; or do you think it is better that they should lend it at 3½ per cent., and extend the time of repayment?—Yes, because the small freeholder cannot pay. He would prefer extending the time to 50 years.

Mr. *Grove*—continued.

47,243. So as to make the present burden as light as possible?—Yes.

47,244. Then you think that the Government ought to lend money at 3½ per cent., do you?—Yes, that is my opinion, and the opinion of those in my district.

47,245. You also say that if the Government lent money, that you think a good many more who are tenants at present would buy their own holdings?—Yes, no doubt.

47,246. But it would seem that those who have bought their own holdings rather repent of it, and would be glad now to get rid of them?—Yes, now, because they are obliged to pay such heavy interest.

47,247. Because things are so bad?—Yes.

47,248. They pay 4 per cent.?—Yes, that is the proportion.

47,249. If they were to pay 3½ per cent. interest and borrow 1,000*l.*, the difference would only be 5*l.* a year between 3½ and 4 per cent. Am I not right?—Yes, but they could get their holdings free in a certain number of years.

47,250. I can quite understand that. One wants to understand what is in your mind. Have these men who have bought their own small holdings improved them?—Yes, to a great extent.

47,251. I suppose they feel more manly and more independent altogether when possessing their own property?—Yes, that is the general feeling.

47,252. Do you not think that the possession of a man's farm makes him more of a man and more enabled to look the world in the face?—Yes, no doubt.

Mr. *Griffiths.*

47,253. Have the farmers of this neighbourhood who have purchased their farms ever held meetings to petition the Government to grant them money at a low per-centage?—No, not yet.

47,254. I find that in the north of Pembroke shire they have held meetings there for the very purpose—We waited for the Land Commission first.

47,255. Do you not think that would help the Land Commissioners?—Yes, no doubt.

47,256. It would be like supporting what we would recommend?—Yes, of course.

Sir *John Llewelyn.*

47,257. There is a question put in by Mr. H. L. Stephen: "If the small freeholders were to sell "their farms now, would they not get enough to "pay off the mortgages"?—No, not some of them; a great many of them could not get enough.

Mr. *Grove.*

47,258. I understood you to say that you considered that land was reduced to one-third of its value?—Yes.

47,259. That is very serious?—Yes

Mr. *Griffiths.*

47,260. That is by reason of the depression. You consider that things are not looking now as they did when you purchased, owing to the depression that there is?—Yes.

Mr. *Griffiths*—continued.

The witness withdrew.

Mr. SAMUEL EVANS called and examined through an Interpreter.

Sir *John Llewelyn.*

47,261. Is this your evidence, and is it correct?—Yes.

The following statement of the witness was then read:—

Evidence of Samuel Evans, Cefncoed, Gwynfil, Llanio Road, tenant farmer and freehold farmer. I am a yearly tenant, and the date of entry on my farm is the 29th September. My evidence will more particularly refer to Cefncoed, in the parish of Gwynfil, near Llangeitho, acreage 50 acres. My father first became tenant of Cefncoed 29th September 1831, at a yearly rental of 22*l.*, but 1*l.* was returned yearly by the landlord to my father until the year 1845, when it was withheld owing to buildings having been put upon the farm. The 22*l.* was then demanded in full, though my father was quite unable at the time to pay his way. But when one or two of the children became old enough to work on the farm at home, my father took to business as a cattle dealer on a small scale, and thus made money with which to help to pay his way. In the year 1862 my father took another piece of land, 22 acres in extent, named Waun Jones, at a yearly rental of 7*l.* 10*s.* He continued to pay this rent until 1869, when a change took place in the rent, owing to my father having refused to vote with his landlord in the 1868 election. In March 1869 (*i.e.*, the March following the election), my father received notice to quit both Cefncoed and Waun Jones, and the last-named place was taken by a neighbour on the 10th July 1869, at a rental of 8*l.* 10*s.*; but when the time for leaving the place came round my father refused to leave, owing to some previous conversation which had occurred between him and the landlord when he took Waun Jones. After a short time, the landlord relet the place to my father at a rent of 8*l.* 10*s.*, an increase of 1*l.* yearly, and my father had also to pay 7*l.* to his neighbour as compensation for giving up his supposed rights. My father also retook Cefncoed at an advance of 9*l.* annually in the rent. Thus he had to pay 10*l.* yearly as a punishment for voting according to conscience and not according to orders. We were not the only family who had to undergo the same unjust consequences. Many scores of families were similarly dealt with in Wales. This unfair treatment has taken the heart out of the Welsh farmers, because they see that they can be turned out at six months'notice from their holdings, without any compensation whatever for the capital and labour expended by them to improve their holdings, or their rents may be advanced on their own improvements. These possibilities have caused scores of Welsh farmers to buy land even when they had no money to pay for it. Consequently they had to borrow all the purchase money, and pay in interest, as a rule, higher rents than were paid before buying. This class of Welsh farmers are at present in very straitened circumstances, and the Government ought to help them by advancing money at a cheap rate of interest, as is done in Ireland. From the above facts it is clear that the farmers are in great need of a Land Act that will secure for them fair rents, security of tenure, and compensation for improvements.

Sir *John Llewelyn*—continued.

Sir *John Llewelyn.*

47,262. Who was your landlord?—I had three landlords at Cefncoed.

47,263. At Cefncoed who was your landlord at the time of the election in 1868?—Mr. Williams was one, Mr. Jones was the other, and Mr. Edwards was the third.

47,264. Did they jointly own the farm?—Yes.

47,265. They were joint owners?—Yes.

47,266. Which of them was it that wanted you to vote according to his way?—Each one of them.

47,267. Were they all of the same way of thinking?—Yes, but Mr. Williams and Mr. Jones were the most anxious.

47,268. Was the notice to quit acted upon; I understand you are still at Cefncoed?—Yes; I rent it,but I have removed from there because the buildings are in too bad a condition for me to be there.

47,269. You are still the tenant of Cefncoed?—Yes.

47,270. But at an increased rental?—Yes, I pay 31*l.* rent now and I have paid that since the time of the election.

47,271. Have you ever asked for a lease of the place?—No, not for Cefncoed.

Mr. *Grove.*

47,272. How do you know that this notice to quit was given for political reasons?—Because they said that my father would repent if he did not vote as they wished him to.

47,273. Do you yourself remember the time of that election?—Yes.

47,274. Did the landlords or their agents speak to you about it in any way?—With regard to the voting?

47,275. Yes?—Yes, they sent several times to my father asking me to vote as they were going to, or else——

Mr. *Griffiths.*

47,276. (*To the Interpreter.*) He did not say "asking me"; he said that they sent to his father, and they were commanding him to vote, telling him to?—(*Witness*) They asked him if

Mr. *Griffiths*—continued.

he would vote in the same way and then they sent to him several times saying that he would be sure to repent unless he voted as they did.

Sir *John Llewelyn.*

47,277. They were the days of open voting?—Yes.

Mr. *Grove.*

47,278. Do you complain of anything now that you have got the ballot?—No, no one tried after that, because they saw it was no good their trying.

47,279. If Government advanced money at a cheap rate would you try to buy Cefncoed?—No, I would not, because I have bought another bit of land.

47,280. Have you got a mortgage on it or have you paid for it?—No, I have a mortgage on it.

47,281. Then you would be glad to get money at a cheap rate to pay off that?—Yes.

Mr. *Griffiths.*

47,282. Were these places all under the same landlord?—What places?

47,283. Cefncoed and Waun Jones?—No. Mr. Evans was the landlord at Waun Jones. He was a Clergyman.

47,284. Did he feel in the same manner with regard to the election; was he of the same way of thinking?—Yes, Mr. Evans agreed with the others.

47,285. You say there are scores in Wales who have suffered in the same way. Were there many of them in this neighbourhood?—There were several who have suffered to this extent, but they were obliged to go with their landlords at the time.

47,286. And they did go with their landlords?—Yes.

47,287. And that is the reason that you say they have been induced to buy their farms at such a high price?—Yes, because they have offended their landlords they received notice to quit, or if they improved their lands they received notice to leave in order that their rents might be raised.

47,288. What was the nature of the improvements that the tenants had made before the election, which improvements they lost?—They had put up hedges, made drains, and had built a good deal on the farms.

47,289. The landlords did not do all the permanent buildings on the farms then, did they?—No. I myself had put up several buildings on that farm at Cefncoed.

47,290. Do you not think they were very foolish to go and build upon the landlord's property?—We had to live without them or else to build them. Large landowners built, but small landowners, such as those, refused to do so.

Sir *John Llewelyn.*

47,291. When the land was sold, if the tenant had not bought, someone else would, I suppose?—Yes, at once.

Mr. *Griffiths.*

47,292. It is the same with regard to the letting of land. This Waun Jones was taken by another, was it not?—Yes. Waun Jones was taken by a neighbour, and that on the 10th of July.

47,293. Do you think it would be a good thing to have a law to prevent the tenants raising the price of farms against one another?—Yes.

Mr. *Grove.*

47,294. Can you suggest any practical way in which competition can be avoided?—To form a land court in this country.

47,295. Will that prevent competition?—It would prevent the landlords giving notice when the tenants had offended them, or made some improvements.

47,296. Yes, but the point was, will a land court stop competition?—That ought to be a clause in the law.

47,297. Supposing there were before a land court three men, and one offered 1*l.*, the other 2*l.*, and the third 3*l.*, what is to stop the court accepting the one who offers 3*l.*?—The place ought to be fairly valued to see how much it is worth.

47,298. Who ought to value that, in your opinion?—Somebody whom the land court appointed.

47,299. You think that competition can be done away with?—Yes, when a farm became vacant it should be valued so that the tenant should be prevented from promising that for a farm which he cannot pay.

47,300. Do you think that that is the state of things now, that a tenant promises more than he can pay?—When a farm becomes vacant there are many trying for a farm, and it is given to the highest bidder.

47,301. Then the tenant farmers want protection against themselves?—Yes.

Mr. *Griffiths.*

47,302. Do you know of instances in which tenant farmers have been obliged to give a higher rent for a farm because others have offered more money?—When Cefncoed became vacant there were some who offered.

47,303. They offered more than you were paying?—Yes.

47,304. Did the landlord tell you that they had made those offers?—Yes, they offered 15*l.* more.

47,305. Were you obliged to give the 15*l.* in consequence?—No.

47,306. Then he was a merciful landlord?—My landlord acknowledged that my father had made it worth what it was.

The witness withdrew.

Adjourned for a short time.

Mr. DANIEL DAVIES called and examined through an Interpreter.

Sir *John Llewelyn.*

47,307. Is that your evidence, and is it correct ?—This evidence is true, every word of it.

The statement of the witness was then read as follows :—

Evidence of Mr. Daniel Davies, Pencastell, Nantcwnlle, Talsarn, freehold farmer, auctioneer's clerk and collector. I wish to submit evidence relating to the condition of agriculture in the district, more especially in the Nantcwnlle parish.

A history of the connexion of my father with Penherber, Nantcwnlle, as tenant farmer. Penherber when my father rented it over 60 years ago was an enclosed sheep walk. The houses were unfit, but before a dwelling-house was given us we had to haul all the stones and materials. The outbuildings were very poor while we remained there. The lowest rent that I remember Penherber was 24*l.* I remember that my father had often to pay 5*l.* at a time, and even to borrow some of this. When my father became able to pay the rent, and things were a little easier it was advanced to 26*l.* Some of the oldest of us children were now out in service, bringing every penny that could be spared out of our salary to help my father and mother to pay the rent, and other charges. By this time we had put up many fences, and planted trees in the hedges, and carried much lime from the county of Carmarthen, and the land as it improved, paid better. But we had not one penny to spare. We had notice to quit, and the rent was advanced from 26*l.* to 30*l.* yearly rental. The landlord thinking that he had marked it high enough offered now to give us a lease. But we were afraid that we would be unable to pay the increased rent. We went on working, and no further changes occurred for several years. But after a time we had to give up three acres of the farm. In a few years we received notice to quit again as the place was to be sold. It was sold for 1,750*l.*, though it was not worth more than 500*l.* when we went there. We, as a family, were turned out without receiving a penny of compensation for drains, fences, and lime, and other improvements. Many have received the same treatment.

I can mention some facts relating to Bwlchgraig, a holding on the same estate as Penherber, and I have general statements as to the condition of farmers to make.

47,308. Who was the landlord ? — Captain Richards. He was a sailor.

47,309. When was the sale ?—About 15 years ago.

47,310. Was it sold by auction ?—No.

47,311. By private contract ?—Yes, by private contract.

47,312. How do you mean that it was sold for 200*l.* more than it was worth. Who bought it ?—Three persons bought it.

47,313. Who were the three ?—John Morgan, Penherber ; Thomas Jones, Pantybeudy ; and another.

Sir *John Llewelyn*—continued.

47,314. In your opinion it was 200*l.* too dear ? —It was much more than 200*l.* too dear.

47,315. They did not think so ? — We, as tenants, tried to bid for it, but it went far too high for us to buy it. David Jones, of Frongoch, was the third.

47,316. Your complaint is that when it was sold your improvements were sold to them without any compensation being paid you for them ?—Yes, that is how it was. I received nothing for my labour.

47,317. Do you know the Agricultural Holdings Act, 1883 ?—No, I do not know it properly.

47,318. Do you not know that Parliament has made an effort to remedy the evil you complain of ?—I heard it was so, but we received nothing.

47,319. No, because this happened before the Act was passed ?—Yes, many years before that.

47,320. Therefore it was a great grievance ?—Yes.

47,321. Government has done something since those days to prevent injustice ?—Yes, but I was unable to do anything then.

47,322. Yes, it was a great pity, too ?—I have something further to say.

47,323. I should like to hear anything further you have to say ?—On general things ?

47,324. I will ask you a question upon the evidence you have already given ; do you think you are better off as a freeholder, or a tenant farmer under a good landlord ?—That is how I find about the county ; tenants improve their land until it is double the value, and then the landlord gives them a notice.

47,325. Following that up, do you know of any capricious evictions ?—Yes, I know of some.

47,326. Could you name them ?—Thomas Williams, Velindre, on Colonel Lewis's estate ; but Thomas Williams has been dead some years.

47,327. How long ago was this case you are naming ?—About 20 years ago.

47,328. Is Colonel Lewes near here, or where ? —Colonel Lewes, who lives near Talsarn.

47,329. Do you know it of your own knowledge ?—I have been in his service for four years.

47,330. In whose service ?—In the service of Thomas Williams.

47,331. Do you know the facts of which you are proposing to speak ?—As much as I know is that he was turned out when he was an old man.

47,332. Was that for nonpayment of rent ?—No.

47,333. What for, then ?—Colonel Lewes was going to take part of his land away, to start with, and having taken part of the land he took the whole of it 18 months a terwards.

47,334. What for, was that for himself ?—Yes, he took a good deal for himself, and then he let the remaining part. I have nothing further to say about Thomas Williams.

Sir *John Llewelyn*—continued.

47,335. What else was it you were going to say. You said that you wished to say something further about general matters?—I will state the things as I have seen them about the country. I have a statement here in Welsh. I, as a collector, collect a little money about the country.

47,336. You are a collector of rates, I suppose?—I attend auction sales.

47,337. You are assistant to an auctioneer, I think?—Yes.

47,338. I thought when you said collector you meant collecting rates. It is not that; it is only collecting the sales moneys at the auctions that you mean?—Yes. I have a further statement here.

[The interpreter translated the further statement of the witness as follows:—]

The country has gone very low in its circumstances. Commerce is very low; trade is in a low state, and the land is being rented far too high to the tenant for him to be able to pay his way readily. Young men who are starting in life are under considerable disadvantage; wages have gone up so high that if a farm is from 80*l.* to 100*l.* a year rental it would be necessary for two young men here to pay from 60*l.* to 80*l.* a year in wages. As I observe things now going about the country the tenant has a short life. The landlord now demands the rent, even if half the rent is missing, even if the tenant has not half the rent to pay. The rents, the wages, and the rates are so high that the farmer is unable to pay his way.

47,339. I suppose the auctioneer's business suffers, too. Is that so?—Yes; we, as Welsh people, have worked very hard on the land as farmers, draining, and making the hedges, and carting a great deal of lime. We, as Welsh people, have been oppressed by the landlords, and we have been slaves on the land. I will give examples of two tenants on the land of Mr. Rogers, of Abermeurig.

47,340. Do you know them of your own knowledge?—Yes, I know of everything that I have down here. Children live in these two places now.

47,341. You have not given the name of the two places yet?—No; Coedmawr isaf was one of them.

47,342. Whom did Coedmawr isaf belong to?—Mr. Rogers, of Abermeurig.

47,343. How large was Coedmawr isaf?—I cannot quite say.

47,344. Youdo not know its acreage. What was the rent?—I do not know.

47,345. What was the tenant's name?—John was one of them; but he is dead.

47,346. Is John the first name or the second name?—I do not know. The father is dead. In both places the father is dead.

47,347. I thought you said you knew these places of your own knowledge?—All I have in this evidence is that they have been left alone by Mr. Rogers; that he has not increased the rents. That is the evidence which I have to give.

Sir *John Llewelyn*—continued.

47,348. You know of two places, then, in which the rent was not increased?—Yes, that is what I have to say about them. The children live in these two places now; but their parents had been in very straitened circumstances, and as the children were able to work, the land began to pay for itself. According to everything that is said these two places are double——

47,349. That is hearsay. Do you know it of your own knowledge?—Yes, but it is too far back for me to remember about the parents.

47,350. We had better have things that come within your knowledge?—The places have got on. They have improved now that they have been left alone there without the rent being increased.

47,351. Yes, that is very often the case. Please proceed?—I am going on with this statement.

47,352. Go on in your own way?—They and their children had improved that place to double its value, and these two places have been left alone without any change at all by Mr. Rogers. As a rule the landlord takes everything, everything that he can. Everything that we can do by way of improving our holdings, immediately they raise the rents upon. I have nothing further to say.

47,353. Are there any leases taken in the neighbourhood?—They have been taking leases, but very few take them now because when leases are granted the holdings are too highly rented.

Mr. *Griffiths.*

47,354. What distance was this lime carted from?—About 60 miles when I was living at Penherber, but now we have not to go so far. It is nearer now.

47,355. I am talking of the past. How many days did it take you to bring home your lime?—Two days and two nights.

47,356. Forty-eight hours?—Yes.

47,357. Was the rent advanced before the farm was sold or not?—Penherber?

47,358. Yes?—Before it was sold. The rent was raised three times.

47,359. Do you think the rent was raised on purpose to sell at a higher price?—I cannot say about that.

47,360. 1,750*l.* you say it was sold for?—Yes.

47,361. What was the rent at the time?—30*l.*

47,362. Then you consider that those who bought that farm did not know the value of it?—I cannot say about that.

47,363. Did one of them go to live on it afterwards?—Some of them live there now.

47,364. They do not pay rent, then, I suppose?—Oh, it is mortgaged for the most part.

Mr. *Griffiths*—continued.

47,365. What do they pay for the mortgage; at what per cent. is it?—They say that the interest is a little under 4*l.* That some of the money is lent at less than 4 per cent. interest.

47,366. Then the farm must have been cheap at 30*l.*?—No, it was quite dear for 30*l.* The rent was very high.

47,367. Why was Thomas Williams evicted?—I cannot say really beyond that he was turned out.

47,368. Was he able to pay his rent?—Yes, he was able to pay his rent well.

47,369. Do you often have cash sales?—Yes.

47,370. Do you find the money coming in very easily?—No, we do not.

47,371. There is a great difficulty in getting the money in?—Yes, it is very difficult.

47,372. I suppose the auctioneer that employs you is waiting for the money too, is he?—I am obliged to pay to them according to time.

47,373. Then it does not pay you very well at present, does it?—No, it does not. There is no money to be had in the country.

47,374. Just now when you mentioned those two farms where those young people were left undisturbed, did you want to prove that if farmers are left alone they improve their farms to double the value?—Yes, that was my object in mentioning those places.

47,375. Do you think that farmers, if they had security of tenure, would do the same?—They do generally. Those who take these new places are not as good farmers generally as the old ones.

47,376. How does the landlord select them as tenants then. Do they promise more rent?—That is generally the rule. They do not understand what farming is, and they give to those from whom they can get the highest rent.

47,377. Have you anything to suggest as to how to better the poor farmers in this neighbourhood?—I can only say this, with regard to those who have been turned out of their farms that they were able to pay the rent, but others have been taken in who are unable to pay the rent, and if the original ones had been left alone they would have paid well for their holdings.

47,378. Why do the landlords take on tenants that have no capital?—That is how they do it; they do not quite understand.

47,379. Have not the landlords in this neighbourhood some agents?—Yes.

47,380. Do they understand their work?—No, they do not understand their work; they are worse than their landlords.

47,381. Do you think that landlords are inclined to take on tenants without capital because of the preferential claim they have for the rent?—A new tenant comes to a farm, and the landlord does not know how much money he has, because many of our landlords have no knowledge of their tenants at all.

47,382. Do you mean that the landlord does not care so long as he finds that there is plenty of stock, and so on, on the farm for him to have his rent?—Yes, if there is anything on the land he takes it. He has the first claim and he takes it.

47,383. Have you any landlords of that sort in this part of the country?—Yes, we have a few of them; some are better than others.

Mr. *Grove.*

47,384. There is very great depression with the farmers now, is there not?—Yes.

47,385. Have you talked to many of the farmers about the Land Commission coming here?—Yes, with some of them.

47,386. Do you think they are afraid to come to give evidence?—Yes, they have a good deal of fear.

47,387. What fear do they have; what about?—They are afraid first of all that their landlords will know what they have stated here before you, and that that evidence is put back to the landlord again.

Sir *John Llewelyn.*

47,388. Reported, you mean, probably?—Yes, reported; that that evidence will again be reported to the landlord.

Mr. *Grove.*

47,389. Of course, you know that anyone can buy copies of the evidence, either the landlord or the tenant, at 2*d.* a copy per day?—I daresay.

47,390. So that the tenant can get to know what his landlord says as easily as the landlord can get to know what the tenant says?—Yes.

47,391. Before this place was sold for 1,750*l.* what amount did they spend in improving it?—The improvements would come to about 110*l.*

47,392. And what were they for?—Draining and hedges. It was just like a common; like an open mountain top when we first went there.

47,393. You said that about 60 years ago there was a good deal of enclosure of commons? Yes.

47,394. Do you know of any being enclosed lately,—in the last few years?—No, I do not know of any particularly now.

47,395. Are there any large commons near here. Do you know of any unenclosed lands?—No, they have all been enclosed by this time.

47,396. The following questions are handed in by Mr. H. L. Stephen: "When was Penherber sold"?—About 15 years ago.

47,397. "Was it sold after 1875"?—Yes.

47,398. "Do you know the Agricultural Holdings Act of 1875"?—No, I do not know it.

47,399. "Can you say that Colonel Lewes "did not offer to let Thos. Williams stop on the "part of the farm which Colonel Lewes did not "take, at a reduced rent"?—I cannot say.

47,400. "Do you know any details of what "passed between them on Thos. Williams "leaving the farm"?—To tell the truth, I cannot say anything beyond this, that he had to leave, and that he was an old man.

Mr. *Griffiths.*

47,401. Is it not a fact that the landlord laid out some money in building on your own place, Penherber?—No, he did not. It is to be seen just as it was when we had it.

47,402. You state in your evidence that you did all the hauling of the stones and materials?—Yes, towards the dwelling-house.

Mr. *Griffiths*—continued.

47,403. How much money did the landlord lay out in building the dwelling-house?—About 80*l.* per house.

47,404. Did he build no houses besides?—No, not for us.

The witness withdrew.

Mr. David Morgan called and examined through an Interpreter.

47,405. The interpreter translated into Welsh the statement of the witness, and afterwards read it in English, as follows:—

Evidence of David Morgan, Fron, Penuwch, Llangeitho, Llanio Road, tenant farmer. My evidence refers to my tenancy of Gaerlwyd, in the parish of Llanbadarn-odwyn, from September 1884 to September 1888.

1. In September 1884 I took the farm at a yearly rental of 50*l.* from the landlord, the late Dr. Richards, of Pantybeudy Hall, Llangeitho.

Sir *John Llewelyn.*

47,405A. What is the acreage?—From 60 to 80 acres.

I paid one half-year's rent, viz., 25*l.*, but then I found that owing to bad times it was much too dear, so I went to the landlord to ask for a reduction, and eventually we agreed at 40*l.* a year, only a verbal agreement. Soon after the landlord sent for me to sign an agreement, and in my ignorance I signed it. When I took a copy home my wife and children saw the rent in the agreement was again 50*l.* My wife went down to the landlord to speak, but his servant persuaded her that his master had no intention of asking for 50*l.* rent, it had simply been put in the agreement so that it might help to sell the place well, if ever such a thing should happen. I paid one half-yearly instalment of rent, viz., 20*l.*, and got a receipt for half a year's rent in full. After that Dr. Richards appointed Mr. Daniel Davies, of Pencastell, Nantcwnlle, as agent to collect his rents, to whom we paid two half-yearly instalments of 20*l.*, and got receipts in full from him again. Bad times prevented the tenants paying the rents at once when asked for, so Dr. Richards appointed the late Mr. T. Lloyd Edwardes, a solicitor, to get the rents in for him instead of Daniel Davies. The first word we had from the new agent was a demand for the rent in full, viz., 25*l.*, at the next payment; and also he demanded payment of the old arrears of 5*l.* difference half-yearly, though we had received receipts which showed no balance whatever. We refused this, but paid him 20*l.*, half-year's rent as before, but he gave us receipts showing 5*l.* balance. After some wrangling Mr. Edwardes set the law in motion, in order to get the arrears from the beginning. We hired Mr. Davies (Smith, Owen, and Davies), solicitor, to appear for us. By this time the landlord had sold all the farms, and we were under notice to quit. On the day of our sale, in October 1888, a messenger came from Lloyd Edwardes asking me to sign some document making me his debtor to the sum of 25*l.*, the half-year's rent due at the time. This was tried because the agreement had been so worded that the rent could not be secured before 25th December. Of course I refused to sign it. Then the messenger tried to persuade the auctioneer to leave goods to the value of 25*l.* unsold. This disturbance at the sale caused me a deal of loss in money. We had left Gaerlwyd and were living at Fron when the 25th December came round. From there I went to Lloyd Edwardes with 20*l.* in payment of the last half year. He would not receive them without getting 25*l.*, or else putting the 5*l.* down as balance. This I refused on the advice of my solicitor. But the 20*l.* was paid into court. I claimed from the landlord a certain sum of money in compensation for manure, lime, artificial manure, gates, &c. left on the place. The case was somehow settled by the solicitors, and all that I received in compensation was 5*l.*, and what was necessary for the solicitor as costs. How much he received I do not remember.

Mr. *Grove.*

47,406. You received 5*l.* How much did you ask for?—I asked, I think, for 31*l.*

47,407. You stated that by this time the place was for sale and all had notice to leave. Did you have notice at that time the same as the rest?—Yes.

47,408 When you found that you had signed the agreement for 50*l.* instead of 40*l.* did you see the landlord about it?—No; my wife went down, and the servant told her that the landlord did not intend to raise the rent to 50*l.*, but that he wished that the rent should be shown as 50*l.* for fear he might want to sell the place.

47,409. But why did you not go the next day and see the landlord yourself?—Well, my wife had gone down, and things were left as they were. Mr. and Mrs. Richards had been speaking with this servant the night before, and had told him that they had no intention of charging the full rent.

47,410. Then you were satisfied to let it rest upon that statement of the servant, were you?—Yes.

Mr. *Grove*—continued.

47,411. Do you consider there is very great depression now amongst the farmers?—Yes.

47,412. Do you know many who have bought their own holdings?—Yes.

47,413. They find it very hard to pay the interest?—Yes. I have a proof of that myself. I have bought a farm myself.

47,414. Would they like the Government to lend money at a cheap rate?—Yes.

47,415. Your wife and children saw that 50*l.* was stated in the agreement. Why did you not see 50*l.* in it when you signed it?—I was unable to understand the writing.

Mr. *Griffiths.*

47,416. Have you any of those receipts with you?—Mr. Davies, the solicitor, has three of them.

47,417. You had paid Mr. Davies, the first agent, two half years, retaining the extra 5*l.* each half year. Did the solicitor claim that as well?—I paid all the rents at the rate of 40*l.*, from the time I first received the receipts.

47,418. You say that you only paid Mr. Davies, the first agent, at the rate of 40*l.* for two half years. I ask, then, did the next agent claim the 5*l.* which was due for those two half years?—I do not quite follow the question.

47,419. He claimed for the two half years which were due to him, but there were two half years in the past?—Mr. Lloyd Edwardes went behind the receipts and asked for what I had paid.

47,420. Then he asked for 15*l.* besides the 25*l.* for the half year?—Yes, he asked for 20*l.*

47,421. Then you have not either of the agreements or the receipts?—No, Mr. Davies, my solicitor, has them. There is one thing I have not mentioned in my evidence. They issued a writ against me.

Sir *John Llewelyn.*

47,422. Who is the tenant of Gaerlwyd now?—He is called Thomas Jones.

47,423. What rent does he pay?—He bought the place.

47,424. He is a freeholder?—Yes.

47,425. Did you buy Fron?—No.

47,426. Whose tenant are you at Fron?—Mr. Evans, of Brynhir.

Sir John *Llewelyn*—continued.

47,427. Do you think you are better off as a tenant farmer, or that you would be better off if you had bought it?—I do not know, I am sure, about that. I said just now that I had bought a farm, and I came to Gaerlwyd because I thought that I came to a better place.

47,428. Do you not think so now?—I have a good landlord.

47,429. Do you know the Agricultural Holdings Act?—No, I do not.

Mr. *Grove.*

47,430. I have one question to ask: the two receipts that you had for 20*l.* each, said that they were in full for the half-year's rent?—I received one from Mr. Richards himself the first year, and he told me that I would have the place for 40*l.*

Mr. *Griffiths.*

47,431. When you had the receipt can you tell us whether the receipt was for 50*l.* or 40*l.*? You paid 40*l.* I know, but was the receipt for 25*l.* or 20*l.*?—The receipts showed according to 40*l.* after I had it for 40*l.*

47,432. Then he had abandoned the 50*l.*?—Yes.

Sir *John Llewelyn.*

47,433. You are a tenant farmer yourself now?—Yes, I am tenant to Mr. Evans, Brynhir.

47,434. Are the tenant farmers afraid of coming forward to give evidence generally?—Yes, many of them are.

47,435. But you are not afraid yourself?—No, I have no fear. I am not afraid even if I was turned away from the place to-morrow.

Mr. *Griffiths.*

47,436. Your farm is not very cheap, is it?—Even if it was cheap I care less for such a thing now.

Sir *John Llewelyn.*

47,437. I suppose some landlords and some tenants are afraid of one another, and others are not?—I rent a farm myself, and I should like you to see it, and I rent it so that the tenant is able to pay me.

The witness withdrew.

Mr. JOHN DAVIES called and examined through an Interpreter.

47,438. The interpreter translated the statement of the witness into Welsh, and it was afterwards read in English, as follows:—

Evidence of John Davies, Penrhiw, Penuwch, Llanio Road, farmer. I wish to speak as to my tenancy of Llanfeilog Farm, on the Monachty estate, in the parish of Nantcwnlle. Great pressure was put on me to vote against my convictions at the election of 1868, and I had to suffer because I voted according to principle. I received notice to quit, and the farm was sold. I bought it, but the purchase money was excessive.

Sir *John Llewelyn.*

47,438A. Does that statement contain your evidence, and is it correct?—It is correct; but I am anxious to add something further.

47,439. When was the farm sold?—Twenty years ago.

Sir *John Llewelyn*—continued.

47,440. Was it sold because you voted contrary to the wishes of your landlord?—No. I am not sure of that, but so many others came forward and offered so much for it, until eventually the rent became doubled.

Mr. *Griffiths.*

47,441. What was the rent?—It was 20*l.* I had cultivated it as well as I could. I may say that another tenant came down with me to Cross Inn to meet them, and this tenant told me as we were going down that I must stand my ground, for Mr. Evan Matthew Richards, of Swansea, the Liberal candidate, and the agent told me at once that I must vote with them.

Sir *John Llewelyn.*

47,442. What I do not understand is this: why you say that you were turned out of your farm for your political convictions when you at the same time say that the farm was sold?—I failed to keep on the place, and a shopkeeper from London came and bought it; he had made a lot of money.

47,443. Did you fail to keep on the place because you were turned out of it?—No, I could never pay for it, after I had bought it.

47,444. Then you were not turned out until the place was sold?—I sold the farm afterwards, because I had bought it too high.

47,445. Did you buy the farm when it was sold?—Yes, I had bought the farm.

47,446. Did you buy the farm when it was sold?—Yes, I had bought it then, but then it was too dear by far for me.

47,447. I do not understand what you mean by saying, "I can show what pressure was put "on me to vote against my convictions at the "election of 1868. I will also show what I had "to suffer because I voted according to principle. "That I received notice to quit, and that the farm "was sold." You yourself bought it, then?—Yes.

47,448. Then you were not turned out of the farm?—No; I was not turned out, because I bought it. I could not possibly pay for it, because it was too much rent for me after I had bought it.

Mr. *Grove.*

They gave him notice to quit, and then they put it up for sale, and he had to go to the sale. He bought it too dear, and had to sell it.

Sir *John Llewelyn.*

Where is the political eviction which he speaks of?

Mr. *Grove.*

I suppose the political eviction was giving him notice to quit.

Sir *John Llewelyn.*

47,449. That is what I do not follow. Why is it that you say you had to suffer because of your political convictions?—My rent was raised 2*l.* because of that.

Sir *John Llewelyn*—continued.

47,450. And then the farm was put up for sale?—Yes.

47,451. And you yourself were the purchaser?—Yes.

47,452. Have you anything to add? You can say what you like?—It did not profit me at all to sell the farm, although I have no complaint against the place, only that the rent was double what it ought to be.

47,453. You did not think so when you paid the purchase money for it?—No, because I was able to get the money from others at that time, and then I went to the wall because I saw that I could not keep up, and I am in a small place now, only keeping one horse and a cow.

Mr. *Grove.*

47,454. What makes you think that your rent was raised 2*l.* because of the vote that you gave?—Yes, it was so. They had told me that I would repent of it unless I voted with them, and I said I have been a Liberal always. They said that I would repent of it and I said: "If "you see that there is anything wrong with "the farm, I am willing to come with you and "to do everything I can to it." And I saw that everything was at an end and that it was no good my trying to do anything and I said to them, "Some door will open itself to me in spite "of this."

47,455. What do you mean by saying then that some pressure was put upon you?—I was a long time before I could find out whether I would have the holding or not. It was because of that alone. The agent told me I must vote with them, or suffer.

Sir *John Llewelyn.*

47,456. Do you think the Ballot Act is now any protection?—Yes, I think so.

Mr. *Griffiths.*

47,457. Was the farm sold by auction?—Yes, at Tregaron here, and several other places were sold as well as my holding.

47,458. What was the price you gave for it?—I think it was twenty hundred.

47,459. How many hundred pounds did you give for the farm?—2,000*l.*

47,460. And you were only paying 20*l.* rent?—Oh, no, I was obliged to pay a good deal more, 42*l.*

47,461. What did you pay for it when you bought it?—I was obliged to pay twenty hundred.

Sir *John Llewelyn.*

47,462. It was 30*l.* rent I am told, and he paid 200*l.* for it at the sale. Is that so?—No.

47,463. No?—I paid 40*l.* and a 2*l.* rise.

Mr. *Griffiths.*

47,464. When you gave it up was the farm sold again?—I sold it, and the shopkeeper from London bought it.

Mr. *Griffiths*—continued.

47,465. What did he give for it?—I wonder how much he did give, I cannot remember; 1,300*l.* for part of it.

47,466. Was the 1,300*l.* paid for part of it?—Yes.

47,467. What is the value of what remains? What would you be willing to rent it for?—I got 500*l.* for one part, and I got 100*l.* for another part.

Sir *John Llewelyn.*

47,468. It is not at all clear. Mr. H. L. Stephen asks the following questions: "When "was your rent raised 2*l.*"?—The time they came down to see me and what I heard afterwards was that my rent was going to be increased by 2*l.* because I had gone with the Liberals.

Sir *John Llewelyn*—continued.

47,469. "Who was it that said you would repent of your vote"?—The agent.

Mr. *Grove.*

47,470. As a matter of interest I will ask you this: When you bought the farm for 2,000*l.* how much of that money had you ready to pay out of your own pocket?—I had scarcely anything. I went quite to the wall and I bought the small place afterwards.

The witness withdrew.

Adjourned

FIFTY-SIXTH DAY.

The Town Hall, Aberayron, Cardiganshire, Friday, 27th April 1894.

PRESENT:

LORD KENYON (CHAIRMAN).

Professor RHŶS, M.A., LL.D.
Mr. RICHARD JONES.
Mr. FREDERIC SEEBOHM, LL.D., F.S.A.
Mr. CECIL E. OWEN, Assistant Secretary.

Col. THOMAS LLOYD called and examined.

Lord *Kenyon.*

47,471. Do you live at Llysaeron?—Yes.

47,472. You wish to rebut some statements?—The statement made at Newcastle Emlyn last Tuesday.

47,473. By whom?—James Thomas, Park-y-trap.

47,474. Is James Thomas here?—No.

See 45,559–45,577.

47,475. We have a great mass of evidence, if you will kindly confine yourself strictly to rebutting any statements you wish to rebut?—I only wish to refer to this, that he says I promised to build for him, and I say I never did.

47,476. You never did promise to build for him?—No.

47,477. I think he said the house fell into disrepair?—Yes, and in the letter I have written to you, I explain all about it. I rented Park-y-trap near Newcastle Emlyn to James Thomas on the 29th September 1874, with the understanding that he could remain there as long as the buildings lasted; when the buildings became uninhabitable, it was not my intention to rebuild, but to let the land out in fields, as it is situated near the town. At that time it was considered the buildings would last 10 or 12 years. James Thomas states that 12 years ago I promised to build a dwelling-house. This is untrue, I never promised to build a dwelling-house or out-buildings during the 20 years of his tenancy. I told him last September that the buildings were too old to repair, but that I would pay rent for a cottage for him to live in until September 1894; this offer he refused. On two occasions he gave me notice to quit, but afterwards begged to be allowed to stay on. When he took the land in 1874 it was in excellent condition; it is now completely run out, and he has not attempted to repair a hedge since he has been there. I have allowed him the tithes since April 1st, 1891, and 10 per cent. remission in his rent since March 1893.

Lord *Kenyon*—continued.

47,478. He stated in his evidence before us: "I spoke to my landlord first of all about a new "house 12 years ago." Did he do so?—He spoke to me continually.

47,479. Your reply, according to him, was that you were putting some pipes down in a meadow for Elias Thomas, another tenant of yours, and that you had no money to do both in the same year?—That is not a fact.

47,480. "In about a year afterwards my "landlord called and was convinced that my "house was rather out of repair, and said that "he would build me a dwelling-house"?—That is untrue.

47,481. "He promised to call next day to "settle all the arrangements for starting the "building." Did you promise to call?—No, I did not, it is untrue.

Mr. *Richard Jones.*

47,482. You admit that the house was out of repair?—Yes, I never expected it to last more than 10 years when he took it.

Lord *Kenyon.*

47,483. You did not intend to repair?—No, the land is near the town; I let it out as accommodation land, and he understood that perfectly well when he took the holding.

47,484. Is there any other statement you wish to rebut?—No.

The witness withdrew.

Mr. EMLYN JONES called and examined.

Lord *Kenyon*.

See 46,878–46,880.

47,485. I believe you wish to rebut a statement?—Yes, the statement that Mr. Rogers made yesterday at Tregaron, as to the tenants I referred to yesterday in the question I handed in to your Lordship being connexions or relations of the previous tenants. I have made inquiries; there was no connexion whatever. I beg to repeat the statement, and say that they were strangers to the other people.

Lord *Kenyon*—continued.

The witness withdrew.

Mr. JOHN MORGAN HOWELL called and examined.

Lord *Kenyon*.

47,486. Where do you reside?—Portland House, Aberayron.

47,487. What are you?—I am an ironmonger and general merchant.

47,488. You have a statement that you wish to make to us?—Yes.

47,489. Will you kindly proceed with it?—I am a county councillor for the Aberayron polling district, Chairman of the Aberayron Union Highway Board, and Vice-Chairman of the Aberayron Union Assessment Committee, &c. I beg to tender evidence on behalf of the tenant farmers of the Aberayron district, comprising the parishes of Henfynyw, Llanerchaeron, and Ciliau Aeron. I do so at their request as expressed by resolutions passed at two duly convened public meetings, and held at convenient centres. It should be mentioned that the County Council of Cardiganshire, at their quarterly meeting held on the 14th March 1893, unanimously passed a resolutions of which the following is a copy: "That committees formed "by the members of this council resident "within each union be constituted to obtain "information and evidence to be laid before "the Royal Commission on Land, and that "John M. Howell, Aberayron, be convener for "the Aberayron Union." That committee met several times, and eventually entrusted each councillor and alderman in his respective district to obtain information and evidence. I called and attended six meetings in which the importance of the inquiry was emphasised, the subjects explained, and the farmers were urged to tell their own tale. I made a point of conferring with farmers on every available occasion, with the purpose of ascertaining their views and of finding out where, if at all, the shoe pinched, with the result that everyone I spoke to complained of his lot, and talked of possible remedies, but out of the 73 occupiers of holdings of 15 acres to 179 acres, only one signified an intention to give evidence. It is a fact of considerable significance that among the many witnesses who appear before the Commission at Aberayron, most, if not all, speak of circumstances which occurred under previous landlords. There is a spirit of vassalage among the tillers of the soil begotten by the tyranny of the past. The shadows of the oppression and evictions of 1868 have not lifted from over the people. I remember that period well. The people rose to the level of citizens, and once in a way they exercised their privilege of voting according to their own judgment. Retribution quickly followed. As an instance of the shamelessness with which the policy of revenge was carried out, I may be permitted to mention circumstances that came under my own personal observation. My grandfather, Benjamin Evans, of Aberayron, who was an ardent and outspoken Liberal, held some accommodation land and some gardens on the Monachdy estate. For the part he took in the election of 1868 he was avowedly served with notice to give up those holdings, which he had to do, and he was also boycotted in his trading interests, as my ledgers will show. Not only were individuals punished but communities were brought under the lash. In 1869 the Calvanistic Methodist Church in Aberayron were rebuilding their place of worship. Several of its leading members were prominent and leading politicians. For no other possible reason they were refused permission, for love or money, to get gravel for building purposes on the Monachdy estate, and it must be remembered that the Monachdy estate covered the whole immediate district at that period. The Squire of Monachdy was also lord of the manor, and as such exercised an absolute authority over the seashore for miles on each side of the harbour, besides being the owner of the entire town, except the "Feathers hotel."

Lord *Kenyon*—continued.

47,490. What is his name?—Well, he is now known as Captain Gwynne, of Monachdy.

47,491. He is now?—He is now. He was then a minor.

47,492. In the hands of trustees?—In the hands of trustees. The congregation aforesaid were also refused permission to hold services temporarily in the Town Hall when their chapel was being rebuilt. They afterwards, luckily, got over the local authority by appealing to Colonel Pryse, of Peithill, the then Lord Lieutenant of the county, who was a Liberal. The man mainly responsible for the persecution of that fearful time was the agent of the Monachdy estate, since deceased, named Daniel Jones. From the time of the death of Captain Gwynne, of Monachdy, in 1865, a gentleman mourned for till this day, to the succession of his son in 1873, also an admirable gentleman, the entire control of the estate seemed to be entrusted to the said Daniel Jones. In addition to the vast powers put in his hands as agent of the Monachdy estate, he was also clerk of the justices, superintendent registrar, and vice-chairman of the Board of guardians. There was

Lord *Kenyon*—continued.

no access to quarry or river, sea or land, but by his permission, and the local administration of the law was practically in his hands. All this authority and influence he used to worry and humiliate Liberals and Nonconformists, and he used it with a wantonness and unscrupulousness which I cannot think of, even now, except with a shudder of contempt.

47,493. Is Daniel Jones alive?—No, he is not, I am sorry to say, I should have said much more if he was alive. I have thought it necessary to emphasize this, because the tyranny of past days is the only solution of the question why farmers are timid, and will not appear before this Commission. The idea of landlordism as conceived in the minds of the tenantry by the mal-practices of such men as the late Daniel Jones, especially agents' landlordism, is always connected with a possible outbreak at any moment of arbitrary power and punishment. Hence it is that although tenants are loud in their complaints that they experience the utmost difficulty in making both ends meet, yet they will not utter their own complaints here. I must admit that I feel a sense of inability to cope with the questions about which information is sought, not being a farmer, but being deputed to do so, I must attempt the task as best I can. In doing so I shall deal with the matters which principally affect this district, and about which I have been able to glean most information. The usual date of entry is September. There are few, if any, leases in vogue. Farms are let from year to year. There is no cry for leases, although people cry for security of tenure. The reason for this is that rents are now considered to be too high. I believe that the landowners would grant them in all cases where they are able to do so. Changes in tenancy have become more frequent in late years. This is due to lands being largely put up for sale in that period. During the last 20 years or so 1,253 acres, or nearly two-thirds of the parish of Henfynyw, comprising 21 tenancies, have been put up for sale, 15 holdings comprising a total of 604 acres were actually sold, whilst in every one of the 21 holdings aforesaid there has been a change of occupier.

On the Llanaeron estate, which is by far the largest in the district I speak for, there has been no disturbance or change to draw attention to for many years, son succeeding father, and kinsman succeeding kinsman as a general rule from generation to generation. A Land Act embodying this principle in some form or other would not, I fancy, be a bad thing, judging from the quietude prevailing on this estate. There is a cordial relationship between landlady and tenant. Mrs. Lewis is a lady of broad-minded and liberal views. This leads one to fancy that if all owners of land were like her, this inquiry would not have been held. There are not many landowners in Cardiganshire who give all their workmen a half day holiday to go to vote on election days, which she does. If the tenants could extend her life another 80 years they would do so, for it would mean fixity of tenure, and that would bring content, except for the general complaint that rents are too high to afford reasonable remuneration for investment of capital and labour. A re-valuation of the property took place about 31 years ago. There are old agreements. Holdings latterly have been let without any agreements.

Lord *Kenyon*—continued.

On the Monachdy estate the tenants had to sign fresh agreements in the year 1891. I am informed that they consider some of the clauses unduly strict. They do not apprehend any enforcement of those clauses under the present solicitors for the trustees, but they are afraid if a change of management occurred they might be enforced. As to the remainder of the district, the owners are as numerous, pretty nearly, as the tenants. I have been unable to obtain accurate and detailed information as to the course of rents during the last 50 years, beyond the fact that there has been a considerable increase on the whole. I have since writing this ascertained the following facts, which, if an index of the general rise, may be of some importance: an occupier of a farm called Cilfforch, of 169 acres on this Monachdy estate, had a lease of lives which expired in 1875——

47,494. Three lives?—I only remember one life, there was only one of the people alive in 1875.

47,495. Was it a lease for three lives?—I am not sure, but the rent under that lease was 30*l.* After the lease expired the rent was put at 140*l.* and afterwards reduced, I believe, to about 90*l.*, at the present time. That is the only tangible information I have been able to get in figures.

As to other charges on land, the local rates are paid by the tenant. Comparing local taxation now with what it was 25 years ago, it shows as follows:

	£
Actual expenditure for the year ending September 30th, 1869, for the common fund of the union	4,235
Police and county rate	1,200
	£5,435

Actual expenditure for the year ending September 30th, 1893, for the common fund of the union	2,815
For police and county rate	960
	£3,775

This would mean about 1*s.* 4*d.* in the £ per annum on the old rateable value of the union, viz., 25,331*l.*, and about 11*d.* in the £ on the new valuation, viz., 34,454*l.* The union was re-valued in the year 1886. The highway rate (not included in the above) has gone up by leaps and bounds during the last 25 years. It was 8½*d.* in the £ for the year ending September 30th, 1893. The school board rate of about 4*d.* in the £ must be added. This

Lord *Kenyon*—continued.

will make a total of about 1,800*l.*, making an increase of 200*l.* in the year 1893 over 1869. There are in the district 38 holdings of 15 to 49 acres; 19 farms of 50 to 100 acres, and 16 of 100 acres and upwards. In the Aberayron Union, comprising 14 parishes, there are 333 holdings of 15 to 49 acres, 224 farms of 50 to 100 acres, and 199 of 100 acres and upwards. The gross estimated rental of the district for the purposes of assessment for local rates, excluding the part of the town of Aberayron situate therein, is 4,045*l.*, which, according to 5,262 acres, is equal to an average rental of 15*s.* 4*d.* per acre. Taking the county assessment value of 4,346*l.*, which is based on the Income Tax returns, the average rental per acre is 16*s.* 6*d.* Holdings have been consolidated. This process corresponded with the increase in the working man's wages, and the consequent migration of working men to Glamorganshire. Cottages have fallen to ruins, and the few acres attached to them have been merged into the main holding. The labour of those men has been lost to the land, and, although machinery can do a great deal, it cannot thatch roofs, build fences, and construct drains. The loss of labour may be appreciated by noticing the decrease of population.

Population of the Aberayron Union in—

1871.	1881.	1891.
13,541.	12,534.	11,593.

Population of the Aberayron District in—

1871.	1881.	1891.
1,590.	1,566.	1,414.

The decrease in population of 1,948 in 20 years in the Aberayron Union, and of 176 in the Aberayron District is due to the migration of agricultural labourers chiefly, and of artisans to Glamorganshire and other places. As to cultivation, the district consists of 5,262 acres of arable and grass lands in the proportion of about two-thirds of the latter to one-third of the former. I am told that the proportion was in an inverse ratio 50 years ago, and that the advance in the price of labour and the reduction in the price of wheat accounts for the change. The Agricultural Holdings Act, 1883, is a dead letter in the district. I have failed to discover a single case where a farmer has availed himself of the provisions of the Act for draining, fencing, building, &c., &c. He could not, *e.g.*, give his landlord notice that he was going to drain, for he feels that this would be looked upon by the landlord as an impertinence. It is quite possible that the landlord would not think so, but the tenant believes he would, and there is an end of it. There are plenty of complaints of outgoing tenants failing to obtain what they consider to be adequate compensation for their improvements, as will be found from evidence tendered to-day. There has been no instance, to my knowledge, of compensation being made for the general improved condition of a holding,

Lord *Kenyon*—continued.

and not simply for specific improvements. This touches a point specially emphasized in one of the meetings held by one of the largest and most efficient farmers in the district. He farms 168 acres in the Aberayron district, and 171 acres in another district. He spoke strongly in favour of devising some means, by legislation or otherwise, of awarding compensation for the general improved condition of a holding, and *vice versâ* in cases where a tenant exhausted and neglected a holding. He called it "gwobrwyo diwydrwydd" (rewarding industry). This he believed to be the great necessity of the situation. He illustrated his meaning by referring to the custom of inspecting elementary schools. Some such system, said he, should be applied to farmers, and payments by results introduced. Many tenants have bought their own farms when they had the money to do so. There are numerous instances of new buildings having been erected, and a higher standard of comfort established. On these holdings one soon sees efforts to utilise waste spots, and to make the holding generally trim and taut. In short there is energy and labour expended to endeavour to bring the land into its best producing condition. I asked an old farmer of more than ordinary intelligence the following question, "You say you want "security of tenure with the view of investing "more capital and labour in the land, and "consequently to get all that can be got out of "it, but do those who have bought land and "are cultivating it themselves, and who have, "therefore, absolute authority; do they farm "better than tenants at will?" He answered, "Yes, they do. I will name you three free-"holders" (*naming them*) "whose holdings I "can see from my front door, they are liming "and draining just now. I do not know of "any tenant farmer who does so." The only farm in this district of which it is commonly said that it has been brought to the highest state of cultivation was farmed by its owner. On the other hand, I know of cases, especially in the neighbouring parishes of Llanddewi Aberarth, of tenants who bought their own farms at high prices, in which they sank whatever capital they possessed, and are now paying more interest than they paid rent. In these instances the farmers themselves have lost heart, their buildings are going to rack and ruin, and the work of cultivation is only carried on in a hand-to-mouth fashion. This class envy the tenant farmer his lot. In the great majority of cases tenant farmers work much harder than the agricultural labourer, and the wives, if possible, work harder still. They are very frugal. I wish to direct special attention to the next query: "Do children work at home?" Yes, both male and female, without wages. Children at the ages when they are usually sent to learn a trade like the idea of remaining at home. Their parents require their assistance, and so the decision to stay at home goes by default. When those children attain to maturer age they find out how helpless and hopeless their position is. They are too old to learn a trade; they

Lord *Kenyon*—continued.

cannot ask their parents "for a portion of the "goods that falleth to them." That would spoil their parents' circumstances. They have three alternatives. They must go to service, or to the "works," or look out for a small holding for themselves. They prefer the latter course, and if the young man has "eyed a wife," it precipitates matters. If there is a small holding to let anywhere within a radius of 12 miles he applies for it, and 20 more similarly circumstanced apply also. The parents are unable to make any provision except of the most inadequate kind, and quite disproportionate to the value of the service rendered. The assistance very often takes the form of going bail for money borrowed, and thus the young couple start in life with the odds all against them. Landlords use the fact of the number of applicants applying for a vacant holding being numerous, as an argument that agricultural industry is not so bad after all, whereas it is only an index of the extremity to which the farming industry has been reduced. The laws of primogeniture and entail should be abolished. The law should prevent estates being mortgaged above a certain point. Many pressing evils would thus be removed. The farmers are one and all in favour of some efficacious plan of establishing security of tenure, which is of no good without fair rents. Fair rents are impossible without periodical revision on re-valuation, both in the interest of the tenant and landlord, whilst full compensation for all specific and general improvements would give new life to the whole farming community. To be able to get the land to yield all it is capable of yielding is an absolute necessity of the times, and this cannot be effected under present conditions. It is useless talking of freedom of contract, for the freedom is all on one side. There is an unlimited number of applications for every vacant holding, and consequently the landlord is able to dictate his own terms. Landowners in my own district, who are against a Land Court, are strongly in favour of State aid to enable farmers to buy their own holdings when they come to the market. But if the State finds the money it must have a finger in the whole transaction. Farmers are strongly in favour of this provision. It harmonises with the very distinctive "anianawd" [genius] of the Cymro and the Cardi. Furthermore he finds out on his school boards that the Public Works Loan Office lends money to erect school board buildings upon terms which provide for the principal and interest to be repaid in 30 years at 3¾ per cent., and in 50 years at 3½ per cent. He has heard also that the Irishman has been blessed with some such plan, and he cannot see why he is not to get a like boon. The State has already interfered with monopolies by its control of railways and even of cab fares. The Agricultural Holdings Act and the Ground Game Act admit the principle that the tenant farmer requires protection against the unfettered will of the landlord. It is evident that to attain these objects, to redress the pressing grievances

Lord *Kenyon*—continued.

referred to, which affect the whole community, legislation is required, and whether it be by the establishment of a Land Court, or by a comprehensive Land Act providing for all the circumstances of the case, it is to be hoped that the Commission will recommend that Parliament should take up the matter without delay.

To that I wish to add there are scores, if not hundreds, of acres of uncultivated land in the area of the Aberayron Union which should be cultivated. I believe that compulsion, in some form or other, should be brought to bear upon the owners. Either they should cultivate it themselves, or have to surrender the lands after some equitable plan, to others who would do so.

One more point as to labour. All the genuine labour has gone away to Glamorganshire, and other parts, but we have imported another kind of labour, viz., the labour of boys from reformatories. I suppose they can be got cheaper, but I believe the influence of those boys who do not understand the Welsh language, which is an excuse for not attending any place of worship, and who go about on Sundays teaching the young people to smoke, and all sorts of demoralising habits, will have a serious effect on the morals of the country before long. *See* 38,652, 38,669.

47,496. What lands do you say are uncultivated, can you mention them?—Yes, I should think there are scores, if not hundreds of acres.

47,497. Where?—Within the district of the Aberayron Union.

47,498. Mention any specific instance?—Shon Quilt and the Mynydd-bach districts.

47,499. All hill lands?—No, fairly low lands.

47,500. In what sense are they uncultivated?—There is nothing done to them, they only bear rushes.

47,501. Have they been cultivated before?—I could not answer that question.

47,502. It is a question whether they would pay for cultivation?—Entirely.

47,503. In your opinion they would?—I am not a specialist; but I can see in going through the country that some portions are brought to use.

47,504. Are you acquainted with the Agricultural Holdings Act?—I have taken a great deal of pains to understand it now, since I have taken this matter up,

47,505. Do you think it would be any advantage to the farmers if it was translated into Welsh?—I think this Commission in this country will do more good than anything else.

47,506. Do you think it would be an advantage to the farmers if they could have it in Welsh?—I think it would, but I think the coming of this Commission into the country will do more to enlighten them on the provisions of the Act than anything else.

Mr. *Richard Jones.*

47,507. I think you said that your county council passed a resolution in favour of collecting evidence to place before the Commission?—They did.

Mr. *Richard Jones*—continued.

47,508. Are there any landlords on your county council?—There are a few.

47,509. Did they take an active part in collecting evidence?—I could not give you any instances of anyone doing so, except Mr. Vaughan Davies. I do not know in what capacity he acts in the matter.

47,510. It was a unanimous resolution?—It was passed unanimously, but things are sometimes passed unanimously which are not really unanimous.

47,511. No one raised his voice against it?—No, no one raised his voice against it.

47,512. I see there is a very long list of witnesses to give evidence before us to-day. What kind of people are they? Are they people in good circumstances, or needy tenant farmers?—Those that I know of, who came to me to write their evidence, are people in a very poor state as farmers, most of them, and invariably they are not under the same landlords now as the landlords they are going to speak about.

47,513. They speak about other estates besides the one that they live on?—That is it.

Lord *Kenyon.*

47,514. Are they content with their present places?—No, I do not think they are more so than before.

47,515. That we shall find out from them?—Yes, perhaps.

Mr. *Richard Jones.*

47,516. You think that really the tenant farmers are still governed by the terrors of 1868–9?—I do really and absolutely believe it, although I should like to add that I do not think in this special district there is very much reason for that feeling now.

47,517. But the impression exists in their minds?—That is so.

47,518. Do you know whether any of the local landlords have publicly announced that the tenants were at perfect liberty to come and place evidence before the Commission?—I have not heard of anyone, there may have been some.

47,519. On the other hand, they have not discountenanced their appearing?—Not in the least, so far as I have found.

47,520. Being a tradesman in the town, I suppose you have an opportunity of knowing pretty well what are the circumstances of the farmers?—Well, I have.

47,521. You think that a lot of them are on the brink of ruin?—Very, very much pinched indeed. My trade is not very large in artificial manures, but although some are prompt in payment, I find during last year more people came for it a second time without payment for the previous lots than in other years.

47,522. Do any of them ask for money to pay the rent?—I have often been bail at the bank for farmers, and have lent money too.

47,523. Do you find that the tenant farmers are more anxious to pay the landlords than anyone else?—Much more.

Mr. *Richard Jones*—continued.

47,524. Why?—One reason is that they are tenants from year to year, and the landlords would not brook delay for a long time, and the tradesmen here have a system of very long credits, and they take advantage of that.

47,525. What do you say about preferential claims for rent, have you anything to say about it?—No, indeed, I am not a specialist, but it is considered quite unjust.

47,526. How would it affect the question of competition if the preferential claim was abolished. You know that the landlord can claim a preference. He is a preferential creditor?—Yes.

47,527. Supposing that was abolished, do you think it would affect competition for farms. Would it make the landlord more careful in the selection of his tenant?—A great deal.

47,528. He would be more likely to select a man of capital than a man of straw?—I think so. I say as a matter of opinion I do not see why the landlord should have a preferential claim. I fail to discover any reason for it.

47,529. Do you think it prejudices the credit of the tenant with the tradesmen?—How.

47,530. Do you think the fact of the landlord being a preferential creditor prejudices the credit of the tenant with the tradesmen?—I should not say that, so far as my observation helps me to form an opinion. *See* 47,716.

Mr. *Seebohm.*

47,531. You stated that there was a very strong feeling in favour of some thorough measure for giving compensation for improvements?—Yes, a great desire.

47,532. At the same time you say that the present Act is hardly known in the district?—That is so.

47,533. Now, do you think that if that Act was improved, so as to make it as nearly perfect as possible, there still would be the difficulty in using it; would it still be a dead letter?—Unless it was an absolute law of the land. In that case, I think, if it was extended and perfected, it might answer a good purpose, but as there is power to contract out of it people seem to think that it is of no use.

47,534. That, again, arises from their not understanding it. There is no power to contract out of it except in two specified points, one as regards the six months' notice instead of one year's notice, and the other with regard to compensation for manures and so on, in which case there must be a better provision, or as good a provision, as the Act gives. Now, supposing that that Act were made as perfect as possible, what would still be required to complete the security of tenure? You stated, I think, that fair rents would also have to be provided?—Yes.

47,535. By fair rents you mean something *under* the competition rent?—That is so.

47,536. And, therefore, what the farmers want to be protected from is the high rents caused by competition?—Just so.

47,537. Now, I suppose, that the landlords, as a rule, do not raise the rents up to the compe-

Mr. *Seebohm*—continued.

tition price?—I know of cases where tenants offer more—competing would-be tenants.

47,538. But I mean that the existing rent—the 15*s.* 4*d.* or 16*s.* 6*d.* per acre, whatever it is—is not up to the competition rent?—You mean the average of 16*s.* 6*d.*

47,539. Yes?—No, in the best lands.

47,540. So that putting it at the worst, the landlords, though they may not have been a sufficient shield, have yet been a great shield against the competition prices?—I do not think there has been any shield at all against the high rents. They generally let to the highest bidder.

47,541. I thought just now that you admitted that the 15*s.* 4*d.* or the 16*s.* 6*d.* per acre, which is the average, would not be up to the competition rent?—Not on the best lands, because we have land up to 1*l.* 10*s.* an acre.

47,542. But I mean on the average?—Yes, on an average, it is as you say.

47,543. It is the competition rent?—Well, it is the average of the competition rent. I have taken the assessment of the income tax commissioners, and that is the rent.

47,544. If any one of these holdings were to let to-morrow there would be a great number of applicants for it?—There would.

47,545. And many of those applicants, or some of those applicants, would pay a good deal higher rent than the present rent; is not that true?—It is true to some extent.

47,546. Then the landlords, looking at it from their own side, and wanting to have good tenants, have been to a certain extent, a shield in favour of the farmer against the competition rent, but not a sufficient shield. That is, as I take it, what you mean?—Well, I think there are large estates here who would look upon the character of the tenant, and would not accept a tenant who made an exorbitant offer.

47,547. The good landlords have been, to a certain extent, a protection to tenants against competition prices?—No doubt, because on the Llanaeron estate, the tenancies go from father to son.

47,548. Exactly, and the evidence goes to show that it is very strikingly so throughout large portions of Wales. Then do we not come to this point that the protection is really required against the land hunger?—Yes, we want that, too.

47,549. That being so, how do you think that a tribunal would fix a fair rent which was less than a competition rent?—Well, not except by having independent valuers on both sides, whether under a provisional Land Act or under a Land Court.

47,550. What I want is that you should acknowledge the difficulties of the question. It is so very easy to say simply "Let us have a "Land Court to do justice"; but the difficulty is to get at the lines upon which justice is to be done?—Quite so.

47,551. Then, again, with regard to State aid in loans. We have had that before us over and over again, and we are met to a certain extent by this point, that if you were to lessen by Government loans the rate upon which tenant farmers might borrow money for the purchase of their holdings, would the advantage of that go to the tenant, or would it go to the landlord; would it not tend, to a certain extent, to raise the prices—to increase the competition and raise the price given for the holdings?—There is no mistake about it; there is that side to the question.

47,552. I will not ask you anything more about it. All I want is that that side should be looked at?—Yes.

47,553. After all it brings us, does it not, very much to the point of trying to erase the spirit of bargaining which is ingrained in human nature?—Just so.

47,554. Now I want to ask you one question. Do you think the legislation we have already had—the erection of county councils and the erection of parish councils by last year's Act—will be fully availed of in Wales, and that there will arise out of it more independence and more intelligence and more capacity to deal with these questions with freedom of contract?—I am quite sure they will; they will be more able to fight their own battles 10 years hence than they are to-day.

47,555. And by reasonable combination, farmers might probably even now gain very much protection for themselves?—They would gain far more than they possess at present; but how far can we carry combination without being called outlaws.

47,556. Well, I think reasonable combination is a perfectly well known thing in England?—It is not here.

37,557. But I was going to ask you what is the real difficulty in the way of combination. Is it mutual suspicion of one farmer against another, owing to the competition for land, and the land hunger, and the fear that one man will outbid another?—No, it is not; it is a feeling of respect on many estates for the landlord, and that anything they do in the way of holding meetings will be construed as an act of hostility.

47,558. That, you say, is almost entirely owing to the past; it is owing to the times of 1868; but do you think that that will last in the future. Do not you think that there is the beginning of a better day in that respect?—It will last as long as the present generation lives. The people who were under the lash at that time will not be able to shake off the impression, but perhaps we shall be emancipated little by little.

Professor *Rhŷs.*

47,559, You mentioned one of the districts where the land is not brought under cultivation as it might be. Did I understand it to be Mynydd-bach?—Yes, there is a large tract there which is very poorly cultivated.

47,560. Does the owner think that it is scarcely fit for cultivation?—Well, really, I could not answer the question. There is a gentleman here who will be able to give you a better answer, Mr. Thos. Davies.

Professor *Rhŷs*—continued.

47,561. I have not heard all your evidence, I am sorry to say; that is my loss. You mentioned that the memory of 1868 is still vivid in people's minds?—It is.

47,562. How do you find that. What traces are there of that now?—I attribute that—of course it goes only for what my opinion is worth——

47,563. What has made you think that the memory of 1868 is in their minds still?—I know it from my personal contact with farmers. The farmers who are going to give evidence here to-day do not give evidence as to their present condition under their present landlords, but about things that have passed under other landlords. I attribute that fact to the fear of some retribution now.

47,564. You see, in 1868 there was no ballot, and the canvassing was very severe on both sides, I daresay?—It was.

47,565. Now there is the ballot; does not that alter things a good deal?—It does a good deal, but to come here to give evidence is yet beyond their courage.

47,566. Beyond the courage of the present generation?—Yes.

47,567. Have you any other evidence of that?—Well, I know it from——

47,568. You infer it from this case?—Oh, they tell me. I have spoken to every tenant farmer within my district within the last 12 months upon this point, and it has come out in conversation.

Mr. *Richard Jones.*

47,569. Just one question. You have mentioned some obstacles to combination amongst farmers?—Yes.

47,570. Does another occur to you?—Not at this moment.

47,571. May I suggest one that you may think of afterwards. In order to promote a combination it is necessary for two or three persons in a place to take a matter of this sort in hand?—It is.

47,572. Is there not a danger, or at least is there not that sort of feeling existing among farmers, that if they start to promote an agitation or a combination they become marked men, and that they will be punished in some way or other?—Well, there is, but the fault lies in this, that they do not grapple the nettle boldly enough; they have not got the energy to come out straight and do it openly. Therefore they are punished.

47,573. Do you think they would be less likely to be punished if they came out openly?—That is my own experience at any rate.

47,574. So that really it lies on the tenant farmers themselves?—Well, how far it arises from the condition of their lives I cannot estimate.

47,575. With regard to the establishment of a Land Court, do you think that the establishment of a Land Court would affect good landlords to a great extent?—It is not wanted for good landlords, I am quite sure of that.

Mr. *Richard Jones*—continued.

47,576. You have said that practically they have security of tenure already under good landlords; that the son succeeds to the father?—Yes.

47,577. So that really in one respect there would be no innovation?—No, not a bit. I understand you, I do not think it would disturb any of those estates at all.

47,578. You suggest the establishment of a Land Court to catch bad landlords?—Yes, and bad tenants.

Lord *Kenyon.*

47,579. What do you mean by a fair rent?—By fair rent I mean that the people should have something for their labour after a year's hard work.

47,580. How do you propose to get at that?—Well, I have tried to ponder over the matter. I thought by showing you that it is wanted you would be able to do the rest.

47,581. Is it to come from the clouds? As a practical man, cannot you arrive at any means of getting at it. If you fail, why should not I fail?—Quite so, my Lord. Well, the legal machinery for the revision and fixing of fair rents might be attached to the county court or the local justices' clerk's office. The law could be put in operation wherever a man felt that he did not get the proper remuneration for his labour, and he might, without prejudice, go to this court and set the machinery to work.

47,582. But how is he to show that?—Well, by and bye we shall find that people will keep accounts better than they do.

47,583. They do not keep accounts now?—They do not, I am sorry to say.

47,584. How are you to arrive at a fair rent now; suppose this Land Court were established now?—I can only say this, that I know tenants who work hard and are thrifty men, who do the best with the land, and make the most of their opportunities, and who, as honest men, tell me that they have not had a single penny for their labour for one or two of these bad years, and that at the best the farmer himself does not get the return that his man servant has, and he gets nothing for his capital. There is a man in the parish of Llanddewi Aberarth, one of the best farmers there, who works harder than any man servant, and he says that last year he was at a loss, and that he never makes 4 per cent. out of his capital, taking his stock and crop to be worth 500*l.* He never makes 20*l.* out of the capital, nor does he get for himself a sum equal to the amount of wages that he pays to his servant. He gets nothing for himself, only his food and clothes. Legislation should be devised to afford relief when such cases are made out.

47,585. That is taking one year?—That is taking last year.

47,586. But suppose he made a very large profit the year before?—Well, one year certainly balances the other to a certain extent.

47,587. You must take an average of a certain number of years?—Yes, but on the whole, I think the remuneration which the present condition of things affords tenants is not what it ought to be.

Lord *Kenyon*—continued.

47,588. You cannot help me to arrive at a fair rent any more than that?—No, I cannot, really.

47,589. I have got some questions to put to you by Mr. T. Davies—"Will you mention any "farm let at 1*l.* 10*s.* per acre in the three parishes "or even at 22*s.* an acre"?—No, I cannot. It was Mr. Davies himself who told me that there was land of that value in the Vale of Ayron.

47,590. Of that value?—No, at that rent.

47,591. (Mr. *Thomas Davies.*) In the Vale of Ayron, but not in the parishes you mention.

Witness.

Well those parishes extend six miles upwards along the river side.

Lord *Kenyon.*

47,592. Then there are some more questions by the same gentleman—"Can you give any "hardship that the tenant of Cilfforch suffered, "except that the lease for lives expired?"—No, Mr. Davies has quite misunderstood the connection in which I brought that fact before you. In the syllabus—I suppose he has not studied it carefully—you will find that you ask about rents, whether they are higher or lower, and I mentioned that case as giving perhaps the value of 179 acres of land 70 years ago.

47,593. And its value now?—And its value now.

47,594. Or at least its rent now?—Yes. I may say that the sons or grandsons of the person upon whose life the lease depended tell me that there was a tradition in the family that it was offered to them as long as water ran for that rent, but they were afraid to take it because it was so much of a risk, they thought, at that time.

47,595. They did not wish for security of tenure in those days?—Well, they wanted leases at any rate.

47,596. "Do you know that Cilfforch was "actually free of any rent by the underlettings "of the farm?"—I dare say it would be so at that time, but not now,

47,597. "Would it pay to cultivate the land "you refer to?" I suppose that is the uncultivated land?—No, I do not think it would pay directly.

47,598. Now I have some questions by Mr. Vincent—"Do you complain of the present management of the Monachty Estate?"—I do not. I think they are very fair-minded people as far as they are able to be.

Lord *Kenyon*—continued.

47,599. "Is any unfair effort whatever made "to influence the tenants in their voting now?"—No, I do not think there is.

47,600. "Was not the reason way the tenants "of Monachty were called upon to sign new "agreements to be found in the fact that up to "that date many of them had no agreements"?—Well, I do not think it was so. I can tell you what I hear was the reason, if that will satisfy you.

47,601. Yes, what was the reason?—The reason, supposed by the tenants, is that the mansion of Monachty, having been recently let to a gentleman from Scotland, the lessors required new agreements in order to protect the game for this gentleman. That is what the people in the neighbourhood believe to be the real reason.

47,602. Of course that is only an expression of opinion?—Yes.

47,603. Is that the Monachty agreement?—I have got one here; I am not authorised to put it in.

47,604. Is that the agreement (*handing document to witness*)?—It is.

47,605. "Would you have gone bail for farmers "at the bank or have lent them money if you "had not thought they were reasonably likely to "fulfil their engagements"?—Well, at the risk always incurred by doing anything of that kind. Of course, I believed they were honest men, or I would not do it.

47,606. I suppose you thought you had fair security for your money?—Oh, I thought they would surely pay me.

47,607. If you give credit, it is at your own risk, is it not?—It is entirely.

47,608. "Do you not see that a landlord is practically compelled either to give credit day by day for six months or to claim rent in advance"?—I did not understand that they impose terms.

47,609. I suppose you know that the rents are not paid to the day?—No.

47,610. That is what Mr. Vincent means by that, I suppose. "Do you not see that a landlord is practically compelled either to give credit day by day for six months or to claim rent in advance"?—I see that, but I wish tradesmen were able to recover their debts in six months. If you could pass a law to that effect, it would be a good thing for the tradesmen of this country.

The witness withdrew.

Re-examined 47,716.

Dr. Enoch Davies, recalled and further examined.

Lord *Kenyon.*

See 45,641–45,722.

47,611. What do you wish to rebut?—I wish to rebut some evidence given at Lampeter before this Commission by Mrs. Elizabeth Jones, of Rhydowen.

47,612. Is Mrs. Elizabeth Jones, of Rhydowen, here?—(Mrs. *Elizabeth Jones.*) Yes.

Lord *Kenyon.*

47,613. Each sentence of this evidence will be translated to Mrs. Jones as it is given.

Witness.

The evidence of Mrs. Jones charges my brother David Davies and myself with certain

Lord *Kenyon.*

things. I beg to say that my brother is too ill to be present himself. He was the first to put his name on the list of farmers to give evidence last April, this April 12 month.

47,614. May I point out that that has nothing to do with Mrs. Jones' evidence. You say he is ill and cannot come?—Yes. Of course, I have no medical certificate, because I attend him myself; but will you take my word.

47,615. Certainly?—I thank you. At question 45,643 of Mrs. Jones' evidence, she states that Dr. John Davies, Dr. Enoch Davies, and Mr. David Davies, three brothers, bought her farm. I say that that is not true, and further, that Mrs. Jones, when she gave this evidence, knew that that was not true.

47,616. What are the facts? What is the statement that is not true?—Dr. Davies and I were not parties to the sale.

47,617. But what are the facts as to the buying?—That Mr. David Davies bought it himself. Shall I give the documentary facts now.

See 44,409 –44,429.

47,618. Yes?—Mrs. Jones quotes a letter of Mr. Walters, Mr. David Davies' solicitor. I produce this letter from Mr. Walters, dated the 20th February, 1882, to her. "St. Mary Street, "Carmarthen, 20th February, 1882. Dear "Madam, Gilfachronow. I act for Mr. Davies, "of Bargoed Farm, the purchaser of this farm "at the recent sale of the Altyrodin estate. "The sale was made, as you are aware, subject "to the lease which is vested in you and which "is unexpired. My client would have no "objection to take the farm up next September, "if convenient for you, without having regard "to any breaches of covenant which may have "been committed by you. Of course, you must "not understand me as suggesting that there "has been any breach, for I know nothing of "the matter. If, however, you continue in "possession till the expiration of the lease, as I "presume you have a right to do, you will be "expected to conform strictly to the terms of "the lease, which I am told is a somewhat "stringent one. I think it well to apprize you "of these matters at this early period, so that "you may have an opportunity of making your "arrangements. I am, dear madam, yours "truly, Thos. Walters. Mrs. Elizabeth Jones, "Gilfachronow, Bangor, Teifi."

47,619. That is the letter quoted by Mrs. Jones?—Yes.

47,620. (To Mrs. *Elizabeth Jones.*) Is this a copy of the letter you received?—I cannot be certain. My letters are with them.

Lord *Kenyon.*

47,621–2. We may take it, Mr. Vincent, that it is substantially a copy.—(Mr. *Vincent.*) I have not seen it, but the original is in.

Lord *Kenyon* (to *Witness*).

47,623. I do not see that that rebuts any paragraph in her statement. It seems to me to bear it out?—The solicitor says that he acts for the purchaser, David Davies. I maintain that I did not buy this farm. I was not at the sale, nor had I anything whatever to do with it.

Lord *Kenyon*—continued.

47,624. Have you anything else to say?—Yes, Mrs. Jones seems to complain she was obliged to pay the rent quarterly. Will you take as evidence what my brother told me last night about this? I have no other means.

47,625. Very well?—I asked him last night how was this; did he ever press Mrs. Jones to pay quarterly, and he said no, but Mrs. Jones tendered it, and he accepted it, and she made the remark that she wished to keep strictly to the clauses of this lease.

47,626. Is there anything more?—Mrs. Jones also says that she visited my brother at Bargoed, and that my brother said he was very anxious to close up everything quietly and peaceably.

47,627. This is what Mrs. Jones says in her evidence. Please keep to the rebutting statement?—My brother told me last night that all that Mrs. Jones said that he had expressed about the buidings was not true.

47,628. It is not true that he said that she kept everything better than he had expected. Is that what you mean?—Yes; then later on Mrs. Jones seems to have been annoyed that she had received notice after the conversation, and after she had agreed with my brother to leave. I asked him why he gave her that notice, and he said that he was advised by Mr. Walters that he had better do so.

47,629. Who is Mr. Walters?—The solicitor.

47,630. You do not rebut the statement that notice was served?—Oh, dear no, but it was simply done as a matter of form according to the lawyer's advice. Then further on Mrs. Jones says that the animals were sent off the farm She seems to insinuate that my brother drove them off. If she meant that, it is not true. I asked my brother what was the difference in the two claims; one was for 33*l.* 17*s.* for repairs, and then the writ was for 95*l.* 17*s.* It arose like this. The first claim was simply for repairs for the buildings—dilapidations to the buildings—and when they could not settle this claim, and of course it was evident that they must go to law, he was advised to send the second claim in for non-compliance with the clauses regarding the land, the fences, and the gates, the drains, lime, and manure.

47,631. I understand you to say the claim of 95*l.* includes the claim in respect of the land?—The land and the houses, yes.

47,632. How could your brother put in a claim in respect of the land if the tenant had put in no claim. I thought the landlord could only counterclaim when there was some claim put in by the tenant?—Well, I cannot tell you, only that the lawyer advised him according to the clauses in that lease.

Lord *Kenyon*—continued.

47,633. You have got no other explanation?—I have no other.

47,634. I fancy I understood from Mrs. Jones (you will correct me if I am not right) that no details of that claim were afforded to Mrs. Jones at all?—I cannot say; I cannot prove it. Of course that is the difficulty.

47,635. You have nothing to say about it?—I cannot prove it.

47,636. You heard Mrs. Jones say so in evidence?—I did not understand her to say that.

47,637. I remember asking Mrs. Jones the question myself. I cannot deny it, of course.

47,638. Have you any statement of that claim to put in now? Have you got any details now?—No

Mr. *Vincent.*

47,639. It would be on the face of the particulars. Those are on the notes. (*The particulars are printed at question* 44,414.)

Lord *Kenyon.*

47,640. There are no particulars of the 95*l.* claim?—(Mr. *Vincent.*) Yes, my lord.

47,641. Mrs. Jones certainly said that she had not had particulars.

(Mr. *Vincent.*) I do not know whether I may explain that; it will simplify matters very much. I think Dr. Enoch Davies will agree. First of all an action is commenced, this is all between lawyers, after the statement of claim is delivered a summons is taken out for particulars of the amount claimed in the statement of claim. That really is a transaction between lawyers, and would probably not come to the notice of either of the individuals concerned.

47,642. (*Witness.*) May I say one word in explanation of my own? It is not rebutting, but just a word of explanation, if you will allow me.

47,643. Very well, but be as brief as you possibly can?—What I maintain is this, that I had nothing whatever to do with the buying of this farm, nor in the management of it in any way, but my brother came to me months after he bought it and said it was a heavy load on him, and asked me if I would take a third. I lived at the time in Glamorganshire, and, of course, it was nothing to me more than that I would help my brother in his trouble. In the spring of 1886 sometime, I speak from memory, I have no letters, I am sorry to say, the Rev. Thos. Thomas, a relation of Mrs. Jones, wrote to me and asked me if I was agreeable to settle this question out of Court. I wrote back and promised that I would. I met Mr. Thomas at Llandyssul, and we settled it in five minutes.

47,644. Is that all?—That is all. We accepted 25*l.*, and each side to pay his own

Lord *Kenyon*—continued.

law expenses. Mr. Thomas thanked me, and Mrs. Jones thanked me.

47,645. Then I may take it you do not rebut the statement that Mrs. Jones was outbid for the farm. You say simply that the only bidder was Mr. David Davies?—Yes, the evicted tenant.

47,646. But you do not rebut the statement that she was outbid?—Oh, no, certainly not.

47,647. You do not rebut the statement that the rent should be paid quarterly. You simply say it was an agreement that it should be paid quarterly?—I simply said what my brother told me, that she tendered it.

Mr. *Seebohm.*

47,648. As I understand it, your brother gave Mrs. Jones the option of either giving up the farm, or being held strictly to the terms of the lease?—Yes, that is what he told me. That is what this letter shows.

47,649. And you admit that the terms of the lease were rather stringent ones?—Yes.

47,650. We have been told that these stringent terms in leases, these penalising clauses, and so on, are very seldom enforced. Is not that so?—Yes, I believe it is so.

47,651. Then do you not think that there was a cause of complaint—that it looks, on the face of it, rather a cruel thing—to go to a tenant and say, "You must either give up your lease, or I "must put in force these penalising clauses"?—The only explanation I have is this: My brother had been evicted from this farm 10 years previously, and it was taken by his fellow brother-in-law over his head for the late John Jones, and there was a good deal of family feeling in it, and I have no doubt my brother was very anxious to go back to his old home. That is the only explanation I give. I do not defend anything.

47,652. Then whatever the reason for doing so, you admit that there was an act of harshness, and almost of injustice?—Not if we remember how he was turned away himself.

46,653. Two blacks do not make one white?—No, that is quite true, and that is the reason I am strongly against these agreements.

Mr. *Richard Jones.*

But may I remind Mr. Seebohm that the lease was a repairing lease, and if the tenant took the farm at possibly a reduced rent, binding herself to keep the place in repair, it is very different from an ordinary agreement with penalising clauses.

Mr. *Seebohm.*

But the 50*l.*, as I understand, were for breaches of the lease, and that was put in afterwards.

Lord *Kenyon.*

47,654. I have some questions to put to you by Mr. Vincent. "Do you rebut the notice to "quit; is it signed by you?"—Yes.

47,655. "Do you rebut your solicitor's letters?" —I know nothing about them. We left everything in the matter entirely to my eldest brother. We lived far away.

47,656. "Do you rebut the statement of claim for 33*l.* 17*s.*"?—No, I never saw it till I saw it in court, or heard of it.

47,657. This is all subsequent to the notice to quit which you signed?—Yes.

47,658. "Do you rebut the particulars, 90*l.* odd?"—No, I cannot; I do not deny it.

47,659. "Do you rebut your own valuer's "estimate, 30*l.* odd?"—No.

Lord *Kenyon*—continued.

47,660. "Do you rebut the fact that the "particulars are about three times the valuer's "estimate?" 95*l.* is about three times the 33*l.*?—Of course, I cannot say. I have explained to you how I was ignorant of the business.

47,661. "Do you rebut the fact that you were "part owner when action was taken against Mrs. "Jones?"—No.

47,662. "In your opinion, is it usual for "people to express a desire to fulfil remarkably "stringent covenants in a lease?"—No, I do not think they do.

47,663. "Does your explanation come to this, "that when your brother and you went to law "with the widow, you asked for every possible "penny?"—I daresay we did.

47,664. You were a party to the action, were you not?—Indirectly.

The witness withdrew

Mr. David Jones called and examined through an Interpreter.

47,665. You are Mr. David Jones, and your statement has been examined and is correct?—Yes.

The following statement of the witness was read:—

"I live at Commonfynydd, in the parish of Llanbadarn Trefeglwys, union of Aberayron. In the year 1869 I took the whole of Commonfynydd. I occupied a parcel of it before, and my father before me. The total rent for the entire holding previous to 1869 was 13*l.* 10*s.* I took it for 25*l.* per annum from my landlord, Mr. J. G. W. Bonsall, on the distinct understanding that he was to erect a new dwelling-house, and all the out-buildings. Beyond repairing a little of the cowhouses, he did nothing to fulfil his promise till 1891, three years ago, when the dwelling was patched up a little. In this period of 22 years we have paid 253*l.* unjustly, that is, according to 11*l.* 10*s.* per annum increase. Can you, gentlemen, do anything to assist me to retrieve this loss? When I paid the rent from time to time, my landlord kept constantly promising to send a man to see about the buildings, and at last he gave me a letter to give Mr. John Edwards, of Crynfryn, who acted as steward for him in my neighbourhood, which purported to authorise him to build the house. I gave the letter with my own hands to John Edwards, and he opened it there and then, and his son read it in my hearing, and the contents were, not to give me new buildings; and John Edwards remarked: 'There for you, you see for yourself that it is not my fault." In 1883, after some new Act of Parliament had been passed, Mr. Bonsall gave me notice that I must sign an agreement to be a tenant subject to six months notice, or quit. As I had employed two men for five years to fence, wire, and drain the land, I preferred to sign than to leave. Previous to that I could not keep an animal on the land if it was not that I had children to shepherd them (bugeila). I lived under exceptional disadvantages, because my landlord had proved unfaithful to his promise to build as he had pledged himself. Every winter the snow was blown into the houses, covering the cattle in the outhouse, and the beds in the dwelling house. We were obliged to carry it out Every winter I had to collect rushes in the bogs of the district, and I was compelled to thatch it in the wet condition in which I gathered it. Owing to this my knees and legs have become quite stiff, so much so, that I am almost unable to walk. Mr. Bonsall sold the holding this very year, and I am now under six months' notice. Will you please inform me if a six months' notice is a legal notice? I have been in England harvesting during 18 different seasons, and I found out that the English people could not imagine how we, Welsh tenants, were able to farm. In every place I saw in England the landlord sent workmen to make everything convenient and tidy for the tenant, and the landlord drained and did all at his own expense without giving any trouble to the tenant himself"

Lord *Kenyon.*

47,665A. Who was this model landlord in England?—Mr. Bonsall.

47,666. He is your own landlord; who was the model gentleman you quote in England?—I cannot name the landlord, but I have been to many different places in Gloucestershire and Worcestershire, Kidderminster, Ludlow, Droitwich, and different places.

47,667. If you sign an agreement with a clause to that effect, the six months' notice is legal?—It has been signed, I believe.

The witness withdrew.

Mr. Timothy Thomas called and examined.

Lord *Kenyon.*

47,668. Will you read your own evidence?—No, I cannot see.

47,669. Can you understand English?—Yes, a little.

47,670. Would you understand it if your statement was read in English?—Well, I am willing for it to be read out in English.

The following statement of the witness was read:—

Evidence of Timothy Thomas, Penybanc, in the parish of Henfynyw, union of Aberayron. I have been the tenant of Penybanc aforesaid for 23 years. Up to nine years ago I spent my time on sea, and quite the greater part of my earnings on sea were annually used to pay the wages of a man servant, &c. For the last nine years I have supplied the place of a man-servant, and during that time I have not made 5*l.* out of the tenancy. My opinion from the long experience just mentioned is, that land is too dear and cannot be made to pay at the present rents. I ought to have said that my daughters have always worked to assist their mother, and that but for assistance that I receive I could not keep things going.

Professor Rhŷs.

47,671. Have you got anything to add to your statement?—No, I have not got anything; but I had a deal of assistance with my boys that are at sea at the present time, or else I could not live there. I have to work hard every day to keep things going, and I pay my way, that is all, I never had a penny for my work.

Professor *Rhŷs*—continued.

47,672. We understand that from this statement you have nothing more to add?—No, I do not complain of my master—my landlord—at all, but if I was to give up my place somebody else would take it.

Mr. *Richard Jones.*

47,673. What is the acreage of the place? How large is it?—55 acres.

Lord *Kenyon.*

47,674. What rent do you pay?—28*l.*

57,675. Were you brought up on a farm?—No, I was not, I was brought up in another farm, but not there. I was in a farm till I was 16 years of age, and I went to sea then, and I have been at sea 35 years.

Mr. *Seebohm.*

47,676. Are there many people from this place who go out to sea?—Yes.

Mr. *Richard Jones.*

47,677. You think your living was safer on the sea than on land?—Well, my earning was better there; that is all I can tell you.

Lord *Kenyon.*

47,678. Mr. Vincent wants to know, "Did "you find that ploughing the seas was good "practice for ploughing the land"?—It was nothing like it. I could plough before I went to sea, and through that I could steer a good deal better than many that went to sea, I think.

The witness withdrew.

Mr. Evan Evans called and examined through an Interpreter.

Lord *Kenyon.*

47,679. You are Mr. Evan Evans, of Pantygwiail?—Yes; I understand the evidence in English.

The following statement of the witness was read:—

See 49,150 –49,163.

Evidence of Evan Evans, Pantygwiail, parish of Dihewid, union of Aberayron, freeholder, formerly tenant farmer.

Up to the year 1888 I was a tenant of Lord Lisburne, at Fronddu, a farm of 193 acres, rental 90*l.* I succeeded my mother-in-law as tenant. When I took the holding I was obliged to ask for new buildings, as the old ones were in a hopelessly dilapidated condition. The agent, Mr. Gardiner, said that I might have the buildings upon the condition of my hauling all the timber, stone, &c., which I did. The new buildings consisted of stables, large shed, and barn, altogether 33 yards long. After completing these new buildings in the autumn of 1887, in the month of February, 1888, I was required to sign an agreement in

Lord *Kenyon*—continued.

which one of the conditions was that I should become tenant, subject to six months' notice. In a few weeks after the date upon which I signed the agreement, public notices appeared that my holding was for sale. On the 25th March in the same year I received notice to quit in the following September. The holding was sold accordingly, and all my investments in the new buildings in the way of haulage and labour was lost. In addition there was the worry, the cost, and loss connected with disturbance.

47,680. What was your estimate of the haulage?—From 50*l.* to 60*l.*

47,681. Have you put in a claim to Lord Lisburne?—Yes.

47,682. What answer did you get?—I did not have any answer.

47,683. Did you go to see Lord Lisburne or his agent?—The agent.

47,684. Did you get any answer out of the agent?—No.

Mr. *Seebohm.*

47,685. Had you to leave the farm?—Yes.

47,686. You think it hard that you received no compensation for the haulage, inasmuch as you had no enjoyment of it?—Yes, I was there two years afterwards.

Professor *Rhŷs.*

47,687. Do I understand you to say that they never gave you a reply at all?—Yes, no answer.

47,688. When you asked for compensation, they gave you no answer by letter or by word of mouth?—I was there with him myself.

47,689. What did he say to you then?—He said nothing.

47,690. Did you speak on the subject?—Yes, I asked him.

47,691. You asked him then about that particular matter?—Yes.

47,692. What did he say?—He said nothing. He was going on with other talk.

47,693. He never paid any attention to you at all?—No, not at all.

47,694. Neither he nor the landlord?—No.

47,695. Is that the way the tenants are treated on that estate usually, do you know?—I cannot say as to that.

47,696. Have you heard how other tenants are treated?—No; but they are all under the six months' notice.

47,697. Who gave you the notice, Lord Lisburne, or the new landlord, the purchaser?—The old one, Lord Lisburne.

47,698. Did you ask the new landlord to let you remain?—No, I did not. The place was to be sold.

47,699. You did not wait till it was sold?—Yes. I was there until it was sold.

47,700. Who bought it?—A neighbour close by, by the name of David Evans, of Pensarnfach

47,701. Did you ask him to let you remain?—No. I did not, because it was his purpose to buy to come and live there himself.

47,702. That is what I wanted to get at.

Mr. *Seebohm.*

47,703. Was he a brother tenant farmer of yours?—Yes.

Professor *Rhŷs.*

47,704. Besides the haulage, what other money had you sunk in the farm that you thought you were entitled to. Did you ask for anything except the haulage—the 50*l.* or 60*l.*?—No, I did not.

47,705. Did your neighbours think that you were entitled to anything like 50*l.* or 60*l.*; do you know what was the feeling of the neighbourhood?—Yes, all that knew the trouble and traffic that went towards it.

Professor *Rhŷs*—continued.

47,706. Was there any talk in the neighbourhood about the hardship of it?—I cannot say much about that.

47,707. What I want to get at is this: whether this claim was considered so frivolous by the landlord and the agent that no notice was taken of it, or whether it was well known that it was a real case of hardship?—I cannot say as to the neighbours, but all those that knew the matter could say so.

47,708. Who were they; how many?—I cannot say exactly who they were, but generally the people.

47,709. Are there any of them present here to-day?—I cannot say; I did not think of that.

47,710. Were there any of your neighbours in the same condition as yourself with complaints to make against the landlord when their farms were being sold?—No, none that I know of now were present.

47,711. But then?—No, I do not know of any one.

47,712. You were the only one?—Yes, at that time in our neighbourhood.

Mr. *Seebohm.*

47,713. Was your farm the only farm that was sold then?—Yes, in our neighbourhood there.

[*A person in the Court was seen to speak to the witness.*]

Lord *Kenyon.*

I cannot have any interference with the witness. I shall clear the bench behind if anybody interferes. Mr. Interpreter, will you make that quite plain in Welsh—that we will have no interference with the witness at all?

[*An announcement to this effect was made in Welsh.*]

Lord *Kenyon.*

47,714. Is there any representative of Lord Lisburne here?

(Mr. *Vincent.*) Mr. Gardiner is going to give evidence to morrow. Whether he is in Court now I do not know. See 49,010.

Lord *Kenyon.*

47,715. Is there any representative of Lord Lisburne or his agent in Court to-day? [*No response.*]

The witness withdrew.

Adjourned for a short time

Mr. John Morgan Howell recalled and further examined.

Lord *Kenyon.*

47,716. Do you wish to say anything, Mr. Howell?—Yes, I desire to explain one answer that I gave, I think, in answer to Mr. Richard Jones. Suffering from a little deafness, I was not quite able to catch what he asked. He asked me whether the preferential claim was detrimental to the tenant.

Mr. *Richard Jones.*

47,717. No, I think this was the question—"Did you think that the preferential claim of "landlords was prejudicial to the other "creditors—to the tradesmen"?—Yes, I say it is. That is all I want to say. See 47,530.

Lord *Kenyon.*

47,718. At the same time, I think you said there is a great deal of credit given to the farmers?—Yes, there is a great deal of credit.

The witness withdrew.

The Reverend David Davies called and examined through an Interpreter.

Lord *Kenyon.*

47,719. You are the Reverend David Davies, of Tanygraig?—Yes.

47,720. Do you give your evidence in English?—I would rather give it in Welsh.

47,721. Would you understand if your evidence was read in English?—Yes.

The following statement of the witness was read:—

See 49,191. Evidence of David Davies, Calvinistic Methodist minister, and small freeholder, Tanygraig, in the parish of Nantcwnlle, county of Cardigan.

I was born and bred at Hafodhir, in the parish of Llanbadarn Trefeglwys, in the union of Aberayron, in the county of Cardigan. Hafodhir was in my time a farm of about 340 acres of arable and moorland. It is situated on a high hilly range. Its owner then was the Earl of Lisburne. I worked as a farm labourer, without wages, with my father, till his death in the year 1858. I was then 38 years of age. After his death I became the tenant. My father's rent was 50*l.*, mine was 70*l.* After my father's death, the stock and crop were divided between myself, my mother, my brothers and sisters, according to the provisions of my father's will. When I first remember the holding there were hardly any fences on it. My father and myself and my younger brothers erected some hundreds of perches of fences. No allowance was made to us except for half the cost of the boundary fences. We also gave our labour, and did all the haulage connected with the erection of the buildings, consisting of barn, stable, cow-houses, &c., for which we received no compensation. In 1868, some time before the general election, I remember meeting Mr. Gardiner, agent of Lord Lisburne, at Talsarn fair. Mr. Gardiner told me that a letter had reached Crosswood, saying that I was exerting myself on behalf of Mr. Evan Matthew Richards, the Liberal candidate, and that my influence was likely to operate powerfully against the Conservative candidate; that he wanted me to be quiet, and that that was all he asked of me. I replied, 'That I did not exert myself against the 'Conservative candidate, that I was a Liberal 'by conviction, and that I meant to vote for 'Mr. Evan Matthew Richards.' That ended the talk then. Just one week before the election

Lord *Kenyon*—continued.

day, Mr. Gardiner called upon me at Hafodhir, and on this occasion he asked me 'to vote for 'Mr. Vaughan, the Conservative candidate, that 'it was getting to close quarters with them.' I replied 'that I would not; that nothing would 'cause me to turn my back upon my convictions 'and my friends, whatever the consequences 'might be, and if there were to be "conse-'quences," that the responsibility for such must 'rest with him and Lord Lisburne.' So far as my memory serves me, the election took place in November. In the following March I received notice to quit. After this I went up to Crosswood several times to see Mr. Gardiner, and to ask him to withdraw the notice. My mother also went up, and she was piteously anxious to be allowed to remain at Hafodhir. I offered 80*l.* rent for being allowed to remain. Mr. Gardiner threw us off from time to time with ambiguous replies. It was not till July that we were explicitly told our fate. In July he came to Hafodhir in person, and spoke to me as follows:—'You refused to go with us at the 'election, Lord Lisburne does not know what to 'do with you, and at last he has given you up 'to me, and I am going to send you off, to make 'an example of you to your county for the next 'election.' I had to leave in September without a penny of compensation for unexhausted improvements. My eviction is only an ordinary specimen of the evictions that took place all through the county after the memorable election of 1868. A neighbour of mine, of the name of Thomas Evans, of Commonfynydd, who is now dead—a tenant of Mr. Bonsall, of Fronfraith, voted for Mr. E. M. Richards in the same election. He also received notice to quit in March 1869, and he had to leave in the month of September following. The old dread still lurks in the county. I know farmers who will not give evidence before this Commission because they fear they will be punished, if they do, in one form or another. The farmers are downhearted owing to being commercially crippled; and to lose, or to lay themselves liable to lose, any favours in the way of small allowances for repairs or temporary deductions in rent, is more than they are ready to risk in their present condition.

Lord *Kenyon*—continued.

47,722. The size of the holding was 340 acres?—Three hundred and forty acres, about.

47,723. And the rent?—Seventy pounds to me.

Professor *Rhŷs.*

47,724. How much of that was fairly good land?—It was mountain land without any fields on it, the most part of it.

Professor *Rhŷs* (*to the Interpreter*).

He said something more than that.

47,725. How much of that was fairly good land?—Only about four or five fields when we went there first.

47,726. On it altogether?—Yes.

47,727. The rest was open ground for sheep, was it?—Yes. We raised many hundreds of perches of hedges on it.

47,728. How much money do you think you left in the land?—I cannot say at all how much my father or myself left there.

47,729. Can you give some idea?—We could not raise what we did of the buildings and the hedges for 100*l.*

47,730. You did not keep any account?—No, never.

47,731. Do the farmers now, do you think, keep accounts?—I do not know, but I did not.

47,732. It would be a good thing if all the farmers did keep careful accounts, do not you think?—Yes, of course.

47,733. Do the boys or the children now have enough schooling to keep proper accounts, do you think?—Yes, now.

47,734. What election was that you spoke of?—One thousand eight hundred and sixty-eight.

Professor *Rhŷs.*

We have heard a good deal about that. I will not ask anything further.

Mr. *Seebohm.*

47,735. Since the Ballot Act, do you think there would be any fear of a recurrence of that sort of thing?—No, I do not believe so, because they would not know.

The witness withdrew.

Mr. THOMAS DAVIES called and examined through an Interpreter.

47,736. You are Mr. Thomas Davies and you live at Bryn peithill, Llanddewi Aberarth?—Yes.

The following statement was read to the witness in Welsh, and afterwards read in English:—

Evidence of Thomas Davies, tenant farmer, of Bryn peithill, parish of Llanddewi Aberarth.

I became tenant of Bryn peithill (owner, Mr. A. T. Davies, Tyglyn isaf), in the year 1862, in the autumn. My rent was 16*l.* I remember three tenants there before me, who failed "to live," there. The houses were in a very dilapidated condition when I went there. The thatched roofs of the barn and cow-houses fell in during the first winter of my occupation. My landlord promised to rebuild in the following summer, and he did so, but I hauled everything for the outhouses and dwelling house without any compensation. In about five years after this work had been completed, my landlord died, leaving three sisters in charge of his property. They had a brother in Australia, but he did not return to take possession of his property for about three years. During this interval, the three sisters employed a man of the name of Mr. Valentine to look after the property. One of the first acts of his was to give the tenants notice to quit, for revaluation. The revaluation took place, and my rent was put at 21*l.*, an advance of 5*l.* I ought to have mentioned that I had put up 35 perches of new fences, and had rebuilt most of the old ones, at my own expense. I was a bit loath to take the tenancy at the advanced rental, because it was an advance, to a great extent, on my own labour. Because I did not show anxiety enough to take the tenancy at the advanced rental, I was told by Mr. Valentine, when I went to Tyglyn, that I should not have the farm for any price. I was, therefore, compelled to hold a sale in the autumn of 1871, and I sold all my stock and crop. My wife died on the night of the sale. I appealed to Mr. Valentine to appoint two valuers to meet two valuers whom I would appoint, to value the improvements which I had made at my own expense, and that I would be quite satisfied, if they adjudged that I deserved no compensation. He absolutely refused During this time, my second son, David, and his sister, went to Tyglyn more than once. They were much impressed by the death of their mother, and were very loath to leave the place. They agreed to take the holding at 25*l.* per annum, in spite of my remonstrances, this being 4*l.* in advance of the new valuation. In the course of three years, Mr. Davies, the brother, returned from Australia. I stated the circumstances aforesaid to him, and appealed to him to readjust the rental. He replied that he was going to sell Bryn Peithill. In a short time I received notice to quit for the purpose of selling. The sale was advertised accordingly, and took place at Aberayron, but Bryn Peithill was not sold. In about two years afterwards, I received another notice to quit for the purpose of selling, and the farm was, on this occasion sold to Mr. Gwynne, Monachty. I complain that the rent in the first instance was advanced to a great extent on my own labour, that it was put 4*l.* higher than even the new valuation, and that it was bought by Mr. Gwynne, most probably, upon the rent, and that thus land is sent up to an artificial value based on the occupier's labour. Furthermore, there can be no peace of mind, nor heart to work in any tenant, who, like myself, was constantly, from one cause or another, under notice to quit.

Lord *Kenyon.*

47,737. Where do you live?—At Brynpeithill.

47,738. Where does your landlord live?—In Australia he lived at that time, and subsequently at Tyglyn.

47,739. Who are his representatives now?—Do you mean the first Mr. Davies?

47,740–2. Yes, is there any representative of that landlord? I want to know, because you make some charge against him?—No, he has not sold it all.

47,743. Is there any representative of that late landlord alive now?—That gentleman now has children of his own. [*A voice*—The late landlord is alive now, I know him. He is a cousin of mine, and he is living in London.]

47,744. Where? I want to have his address?—They now live the other side of London; they have left Tyglyn.

Mr. *Richard Jones.*

47,745. Do you know cases where rents have been advanced for the purpose of sales?—Mr. Valentine raised the rent to that amount in my case, and my wife at that time was poorly, on her deathbed.

47,746. Do you mean to the 25*l.* or the 21*l.*?—21*l.* I mean now, and I did not go directly to Tyglyn at the time. I have been improving the land by liming and working hard myself. I put 30 quarters of lime every year.

47,747. I want to get at the facts of the case. When was the rent raised from 21*l.* to 25*l.* You say that the children took the place at 25*l.*?—Then I went to Tyglyn myself, and I would not take the place for any money myself at all, because I did not go there in time.

47,748. That is at the sum of 21*l.*?—I never took it for 21*l*, but the valuation was 21*l.*, and the steward then told my children that they would have it for 25*l.*

47,749. Was Mr. Valentine aware then that the place was to be sold?—No, he was not, because Mr. Davies, the Australian gentleman, had not come home at that time. He knew that he was coming.

47,750. Why did the children take the place at 4*l.* above the valuation, knowing partly, at any rate, that the place could not pay them?—They called upon a neighbouring farmer, Daniel Jenkins, of Coed, and this Daniel Jenkins told my children, "If I was your father I would "take it for three years, to receive some re-"coupment for the improvements that I made "on it, and the lime I put in it."

47,751. But what is the good when they are paying an extra rent?—They had not then taken their place they had not taken the place at that time.

Mr. *Richard Jones*—continued.

47,752. But Daniel Jenkins was making a suggestion to that effect?—My children told Daniel Jenkins they would have it for 25*l.*, and then Daniel Jenkins told them it would be better for them to take the place for three years.

47,752. I will just ask one question to clear it up; did they take it in order to work out the place, or did they take it because they were attached to the place?—They were telling me that if they went from there at that time they would feel that their mother was left there after them. That was what my children always thought.

47,754. They did not like to part with the old home?—They did not like to leave it like that at once.

Lord *Kenyon.*

47,755. Some questions are handed up by Mr. Thomas Davies: "How much did the union "valuer in 1888 value Brynpeithill in the "gross"?—They value much too high. They valued it nearly 20*l.*; but I brought much of it down from that.

47,756. "Did you appeal and get the 25*l.* gross valuation reduced to 21*l.*"?—I do not understand you.

47,757. What is the acreage?—About 65, I believe. Some land there is not worth 2*s.* 6*d.* an acre.

47,758. There are some questions by Mr. Vincent: "Is Mr. Valentine alive"?—No, he is not. Mr. Davies is alive.

47,759. "How long did you enjoy the result of your haulage"?—Before I had notice?

47,760. No, while you were there, before you left?—It was about five years that I was there having quietness to work, but I was under notice since then all along.

47,761. How long were you there from the beginning of the haulage till the time you left?—I say that it was five years.

47,762. Was it only five years from the building of the house to the time you left?—I have not left yet. I mean the change of landlords.

47,763. How long is it since that building was put up?—About 30 years ago.

47,764. Then what have you got to complain of about the haulage. You are still enjoying the results of it, are you not?—I have no complaint except that I am paying too much rent by 4*l.* every year.

The witness withdrew.

Major Price Lewes called and examined

Lord *Kenyon.*

47,765. You are Major Price Lewes, late of the Royal Artillery, but now retired?—Yes. I should not have been here to-day, being a very small landowner in Cardiganshire, but that I wish to urge what I think would be a great improvement in our agricultural districts

47,766–7. You live at Tyglyn Aeron, Ciliau Aeron, South Wales?—Yes. As I am here perhaps I may be allowed to speak a few words with regard to other matters first. I would speak first with regard to the relations that I have with my own tenants. I have been in possession about 16 years.

47,768. How big is the estate?—About 1,000 acres altogether. For the last 11 years, almost ever since I left the Army, I have managed the small estate myself. I may say, then, that I have always had the most excellent relations with my tenants, and I believe my predecessors before me had the same, going a very long way back. We have never had the slightest difficulty one way or the other, and I must say, if I may be allowed, that I think it is the exception in this county of Cardigan, in the estates of any size, to find any different result so far as I know. I heard this morning two things stated which I should like to say what I think about. One was the fear of tenants—the fear of farmers to come forward. I do not believe in it. Having managed my own little estate, and having to deal with the farmers, having attended board of guardians pretty regularly for 11 years, being born in this county, and having spent now a good deal of my life in Wales, I think better of my countrymen. They are a far more independent body of men than that. I utterly repudiate that. They are not of that craven nature. I was not in the country much in those days, nor did I interest myself in politics at that time, but before the ballot in those days I daresay there may have been cases of fear; I do not say there were not, but I maintain that to-day there is nothing of the kind. That is my opinion. Another statement that was made was that there was great competition for the farms, in fact, almost leading up to the idea of a land hunger. I read in the paper that something of the same kind was said in Carmarthenshire lately. Well, there may be a good many competitors for a farm when it comes up, but I deny entirely, so far as my experience goes, that one man goes over another man's back to bid a higher price. I have never had a man coming forward and saying, "I will give more than Tom "Jones, or Timothy Jenkins, or anybody else." It is rather in this way, that a man waits until you can say to him that you are clear of the other man. That is my view of it, and that is how I have found it. I do not believe in it. Now, with regard to a land court, I do not believe that a land court is required in Wales, nor do I believe that the best farmers want it. I believe it would only tend to create ill-feeling where excellent good feeling prevails at present.

Lord *Kenyon*—continued.

It would rather tend to make a very mercantile affair of the letting of land, and the taking of it. I think that the landlord will, if that comes to pass, insist on his rent the day it is due. He will be more like the landlord in a town. I have lived in a town, and had to pay my rent—I had to pay it to the day it was due. I did not get three months, or six months, or more credit. I had to pay it the day it was due, and I think it would come to very much of a hard and fast arrangement between landlord and tenant if that came about. I do not believe the land court would hurt the good landlord at all. I do not think anything will hurt him; but I do not believe the farmers want it themselves. I heard myself, in a meeting of farmers, one of the best farmers in this district, speak, and what he said was, "I do not want a land court." I think it will be an evil day for the tenant when a land court is established in Wales. Now, with regard to the Agricultural Holdings Act, 1883, I cannot make out why farmers have not availed themselves more of that Act. It always seemed to me a very fair Act as between landlord and tenant, but I believe myself that they have not availed themselves of that Act in Wales. I think a great deal of it is through ignorance on their part. I will say this: I heard myself the farmer I referred to just now, an excellent good man, one of the best men in Cardiganshire, say that all he wanted was that when he made improvements on his farm, the value of those improvements should be secured to him. Well, I am sure all landlords want the same thing, and he himself said that he did not know anything about the Agricultural Holdings Act, 1883. Well, I thought that was very odd. However, I believe that they really do not know, but I do think this, that if anything is required it is perhaps—I do not think so myself, but if it is thought that anything more is wanted than that Act, let that Act be widened and extended to some degree, let it be printed in Welsh, and circulate it through every board of guardians in Wales. Now, with regard to the undoubted depression in agriculture which has existed not only in Wales but everywhere, accentuated last year by the very dry season and the difficulty in selling store cattle,—that hit the farmers in these parts more than anything. Well, how can we wonder at a depression in agriculture when this island is made the dumping ground of all the surplus agricultural produce of the world, contributing nothing to the revenue or to local taxation, carried on our railways for preferential rates, foreign meat sold by many very dishonest dealers labelled best English beef and mutton? I say that that is most unfair to our farmers. Talk to any farmer—I have talked to scores of them—and that is the first thing they say, "How unfair "that all this stuff should come into our "country without contributing a halfpenny to "our local taxation, we hard pressed farmers,

Lord *Kenyon*—continued.

" and labelled 'English meat.' It is most unfair." Again, I will dwell just for a moment on one other cause of the depression. I do not say that agriculture is very hard hit by it, but still it is to some degree, and that is the low prices that we suffer in common with other industries in Great Britain, and in common with other mono-metallic countries of Europe, from those countries having excluded silver from their currency. I myself think that that has a great deal to do with the question of low prices. It is a very difficult question to enter into, and it is little known in the country, but I think myself that it is daily becoming more known, and the question of the appreciation of the sovereign is being better understood — the industrial classes are beginning to understand it. It will take some time to permeate through them, but they will understand presently that the demonetization of silver is responsible in a great measure for the low prices existing at present in all industries in England. These low prices in Europe and in England have started from the time—almost from the time when demonetization of silver took place, and I think that one of these days—one of these tolerably early days—the industrial classes will find out that when we come to bimetallism, prices will rise, but their wages will also rise at the same time, and trade will be enormously benefited and increased. If I might be allowed, I would suggest what would tend to the improvement of agriculture generally. First, cheap and easy transfer of land; secondly, advances by the Government at low rates of interest where landlords are willing to sell and tenants to buy their farms—the Government to loan their money, the redemption to extend over a long period. Thirdly, I would advocate the same for buildings and improvements both to landlord and tenant—both to landlord and purchaser, I would say—to landlord or purchaser. Fourth, the labelling of all foreign meats as such. The fifth and sixth I shall advance; I expect they will be jibed at, but no matter. A very small duty on all food supplies imported into Great Britain. I cannot myself see why the beast bred in the Western States of America or in Texas, not paying one fraction of local taxation, or anything of that sort, should come into this country without payment of anything. I would put it very small, but still I would have it, and I would have it on all foods. Sixth, bimetallism. Now I come to the last, which is the main thing on which I wish to address you, and that is improved and cheapened railway transport for agricultural produce, both with regard to the existing railways, and by means of State-aided light railways. It is now nearly five years ago since this matter was brought up in the first County Council of Cardiganshire. It was very well received indeed, so much so that the whole council voted unanimously for the motion, which was that other county councils should be invited to join with Cardiganshire, in brief, to bring about these light railways. There was very little

Lord *Kenyon*—continued.

response made at the time, but I can safely say this: I do not think you can speak to a farmer, or anyone in this county of Cardigan, five miles from the Manchester and Milford Railway, but he would go with you in saying that that was the greatest need that we have in Cardiganshire. I may say that we have hardly got a railway in Cardiganshire. We have got the Manchester and Milford between Carmarthenshire and Cardiganshire, but we have this great wide area from the Manchester and Milford to the sea without any railway communication at all. Nearly every foreign country, and our great colonies, India, and Australia, and Canada, all assist railway communication by Government means. Every country in Europe is going ahead with light railways, and making them. What for?—to benefit agriculture. We alone are behind. We, do nothing in that way. Our great companies which serve us so well as main lines, do nothing to help agriculture. What will they do if you propose a railway, unless a great lead mine is at the other end, not a lead mine, that would not pay them at all, but a gold mine at the other end They will do nothing for us. I saw in the "Times," the other day, a very good suggestion, a name for what is required. They said we have our railway highways, but we want their byeways as well. We want railway byeways to assist our agriculture. I do not speak with regard to Cardiganshire or Wales alone, but I speak of the whole of Great Britain. We want to assist our agriculture, and that is one of the first things. The best thing that Government can do is to assist, by Government money, in building these light railways—building them themselves, or assisting them—do it in any way you like, but let us have these railway byeways. Cardiganshire is exceedingly unfortunate in railways. I was talking to two old men not very long ago, and they described to me the roads in Cardiganshire—what their fathers told them it was at the beginning of this century. I think I am right in saying that horses went along with pack saddles even then, and then they came to poles—a very useful thing in a rough country—making a kind of sledge trailing behind them. Then at last they built a road about two miles from Aberayron to Lampeter, and after that they began to have the benefits of roads. What a fearfully uncivilised condition this county must have been in then. I think it is Meyrick who says in his History of Cardiganshire, written at the end of the last century, talking of the excellent breed of horses you read of, that they were about 13 hands high. He mentions the horses on a particular farm as being very excellent.

47,769. Where would you run these railways from and to?—Well, we will start from here. The first one that occurs to me is from here to Lampeter, and eventually to Llandilo. That would be an enormous improvement here, cutting through the centre of Cardiganshire. That would bring the cattle dealers easily right into the centre of Cardiganshire. Not only that. Here is a point I want to make about that—in

Lord *Kenyon*—continued.

the summer-time it is the fashion for people from Glamorganshire to come down here in great numbers to the sea. They come down, I think, I may say, in thousands during the season, but I maintain that if we only had this railway from Llandilo, this little town that we are in would become a thriving place; they would come in their thousands from Glamorganshire.

47,770. What other lines would you suggest?—And so on all through there. Agriculture would be improved by means of facilities for dealers to come down and buy, and for farmers to come down and sell. The next railway I would advocate would be from here up by Llanon and Llanrhystyd, up the Gareg Valley to Llanilar. That is about 13 miles. Another most important line which they tried to make some years ago, but failed, is from New Quay to Llandyssul, a matter of 15 miles, very easily constructed. Land might be bought very cheap. That would be a most serviceable and useful line; there is no doubt about that. Now, those three lines I say if constructed upon economical principles would pay their way—would pay interest on the capital. I am positive of that.

47,771. Would you get local aid as well as Government aid?—Yes, certainly you would.

47,772. You think the county would contribute?—Yes, certainly. When a railroad was talked of from here—that very one I speak of, by Llanrhystyd to Llanilar, there was at once a good deal of money subscribed. I am told 15,000*l.* was subscribed in Aberayron here. Those are three railways that I name at once. With regard to the gauge, some people say you must have the same gauge as the ordinary lines, Well, I quite agree with that if that is possible, but if we cannot have that, for goodness sake let us have a smaller gauge. Other countries use smaller gauges; why should not we? Of course there is the objection of the transhipment, but still there it is; that is a very small matter. What we want are railways to benefit the country. I will not trouble you with any further remarks about it, but I do hope this, that your Commission will recognise that very pressing need of Cardiganshire particularly, and for the whole of Wales. I do say it is one of the most important things, and one of the things that would benefit farmers in this country enormously.

47,773. I think every witness whom we have asked has said the same as you—that they would be much in favour of light railways?—I am glad to hear it.

Mr. *Seebohm.*

47,774. With regard first to these railways, of course the great thing is to come to some practical solution of the question. You would advocate, I understand, that the State should find a part of the money, and that the county council should find part of the money, and that the landlords should give up their land, if not gratis, at agricultural prices?—I may say at once from what I can make out, I doubt if landlords would give their land, but, I believe, that all would be agreed to give it at fair prices.

Mr. *Seebohm*—continued.

47,775. At agricultural prices?—Well, I can only speak for myself. I should be very glad to do so.

47,776. Then with regard to the small gauge, what is the objection to the small gauge. Is it the change from one system to another?—The change of material from one truck to another.

47,777. Could not that be met by, say three small trucks being so constructed as to go on to one big one, or something like that?—Yes, to be hoisted up.

47,778. Is there any other objection to small gauge that you could think of?—That is the only objection that I have heard of.

47,779. Then with regard to the rest of your evidence, there is just one point I should like to put to you. Do not you think the cheap and easy transfer of land and loans to purchasers, and so on, would raise the value of land—raise the price of land, I mean?—It would raise the price of land.

47,780. In other words, would the farmer get the benefit of the money lent by Government, in the low price?—Yes, I think he would.

47,781. Would it not tend to competition?—I believe this. I should like myself to see a larger number of holders. I think the Settled Estates Act was one of the most blessed things ever given to this country. I should like to see the number of holders of land increased to a very great extent. I believe myself—I do not think I shall be alive to see it, but I think the day will come probably when land may be much dearer than it is in England, but everything will be much better then, but I do not think the immediate result will be to increase the price of land.

47,782. You think the advantage of the low rate of interest that the Government would charge would not increase the competition for farms, so as to raise the price to a higher amount?—No, I do not.

Professor *Rhŷs.*

47,783. As to one of those railways, I think you said the money is subscribed, or a large part of it, for constructing it?—Yes, it was at a period of election times. The late David Davies, ex M.P. for Cardiganshire, the great railwayman, I believe, told the Aberayron people that if they would find half the money he would find the other half.

47,784. Is it not the fact that one of these schemes was dropped because some of the landowners about here either refused to give land or refused to give it at a reasonable price?—I think what you must be referring to must be the line up the Vale of Ayron. It may have been as far back as in 1865. I was talking the other day to the engineer who, I believe, made that offer—I was talking to him a few days ago, in fact.

47,785. I know. I have heard some talk to that effect, and your mention of it brought it to my mind?—I will tell you exactly what this engineer told me—the man, in fact, who made

Professor *Rhŷs*—continued.

the offer. He offered to build the railroad at so much a mile if the landowners would give the land, and his words to me were: "They "would not give the land, and the reason was "that they hoped another contractor was "coming along who would give them better terms." That is what he told me.

47,786. If you had a railway from here to join the Manchester and Milford, I suppose you would expect to bring to bear competition on the rates inland, would you not?—Well, that might happen.

47,787. What is the proportion in expense of sea carriage and railway carriage?—Between where?

47,788. Carriage by sea is supposed to be cheaper, is it not?—I suppose it is from Bristol to Aberayon, or from any place to Aberayron.

47,789. I was rather staggered by the statement which I heard this very morning, about half way between here and Lampeter, that coal is cheaper at Lampeter than it is at Aberayron—a seaport town?—Well, I expect at Aberayron they suit the prices; they know what a man must pay when he goes to Lampeter.

47,790. But that would tell both ways?—Well, it does, yes. I suppose then it is cheaper at Lampeter.

47,791. It is cheaper about Lampeter?—Yes, I think it is. Well, it is cheaper to me to buy coal at Aberayron, because I live four miles from it, and I can make two trips in the day.

47,792. I do not mean that?—You mean the actual price.

47,793. The actual price?—Well, I am not sure the same coal goes there, for one thing. I never get the same sort of coal at Aberayron that I do at Lampeter.

47,794. But is it better at Aberayron?—Well, they are both good in their way. I am not very well up in that subject, to tell you the truth.

Lord *Kenyon.*

47,795. What Professor Rhŷs means, I think, is that there is something wrong in the sea-borne rates?—I wish you would ask these questions of an Aberayron gentleman, who will follow me presently. I think he is very well up in it all.

Professor *Rhŷs.*

47,796. I assume that railway rates are generally very high, but why should freights by sea be so high?—Well, I suppose they want as much as they can get.

47,797. Anyhow, I suppose we have not got all the data. Now, with regard to the Agricultural Holdings Act, you seem to expect that the people should have taken it up more in this part of the country, but we have had a suggestion several times from legal men that they were not at all surprised, since the Act was so badly constructed that it was not easy to understand or to make it workable. You do not think so, do you?—Well, it seems to me a very easy Act; at least so it appeared to me, not being a lawyer, to provide for the difficulties of the case.

Professor *Rhŷs*—continued.

47,798. Yes; but you would not say it was an easy Act for people, generally, to understand, would you?—Well, I could not see any difficulty in it. I have not read it myself lately. I studied it at the time it came out. I have not looked at it lately. It seems to me a very simple thing for a tenant, if he wishes to get drainage, to go to his landlord, and, in accordance with that Act, give notice that he wishes to make it, and that kind of thing; but, as a rule, they do not do that.

47,799. Then you said you would like to see the number of freeholders very much larger?—Yes.

47,800. What do you think of those who are small freeholders in these parts, now—perhaps there are none though?—Well, that all depends on how they have bought their land. That is one argument of mine for Government loans. I am afraid some of them have bought their places with borrowed money at too high a rate of interest.

47,801. But then, I am afraid, that what my colleague has suggested, would follow. If I can borrow money at 3 per cent. I can offer more for the farm, and outbid John Jones, or Tom Davies, or William Thomas, whoever it may be, who has to pay 4 per cent.?—I do not think that would be the case.

47,802. I am sure there is room for fearing that it would. How do your tenants generally succeed. Do relatives follow one another?—Yes.

40,803. You seldom have a farm to let to an outsider?—Certainly not. If there is a son there, or a widow, decidedly not.

47,804. You do not turn out the sons or the widows?—Certainly not.

77,805. That is, if they are fairly competent farmers?—Certainly not.

47,806. You spoke of the excellent relations between landlord and tenant; that is very valuable evidence, and we have had a great deal of it before, but you must be aware that there is something different to be heard also every now and then. Perhaps you heard the evidence we had this morning?—Well, I spoke with regard to myself and my tenants ever since I have had to do with the property, and under my predecessor. As far as I know on nearly all estates—what are called estates in Cardiganshire—it is the same.

47,807. I do not know whether you were here when that last man gave evidence this morning?—Yes.

47,808. I would like to ask you if you treat your tenants in that way. He had asked for compensation, and he had not even had a reply?—Do you refer to Lord Lisburne's tenant?

47,809. Yes.—Well, I should like to hear what Lord Lisburne's agent said before I decided about that. If he did not give a satisfactory answer I should think it would be a very hard case, and a very unusual one.

47,810. You think that is a most unusual case?—Most unusual.

Professor *Rhŷs.*

I am very happy to think so too.

Lord *Kenyon.*

47,811. I have several questions to put to you; one from Mr. D. Lloyd, "Does the produce "of foreign countries come here except in "exchange for the produce of this country"?—All the surplus stuff of the world comes here. Of course, if he wants to enter into an argument as regards exchange, that will be a long matter.

47,812. Exactly. I do not think we can go into that. Then this is a question by Mr. Evan Hughes, of Dihewyd, "You referred to a very "well-known farmer, who personally did not "want a land court. Did the meeting, in which "that particular farmer expressed that opinion, "concur with him"?—That I cannot say. There was no dissentient voice to what he said.

47,813. This is a question by Mr. J. M. Howell, "Did the farmers, at the public meeting you "attended, express a fear that a light railway "might send up the price of land without "proportionately benefiting the farmer"?—A good deal of the meeting was in Welsh, which I am not a good enough Welshman to understand. Mr. Howell, who was acting as chairman there, interpreted it to me, but I did not understand that. I do not recollect that to have taken place. You say that it might send up the price of land?

47,814. Yes, without proportionately benefiting the farmer?—Yes, I now remember. That was in a casual conversation at the door after the meeting was over. The farmer I referred to did put that forward, and another farmer, an excellent neighbour of mine, at once sprang forward and said that he happened to live at Llanybyther on a farm when a railway was mooted there and built there, and he said that from the enormous advantage that he had he recognised the advantages of railroads at once. Then, said the other farmer to him, "Why did "you come down to our part at all"? He very naturally said, "I had not a place to go to, the "estate on which my family lived had been "sold, and I was out of a farm, so I came down "here." But he spoke very strongly in favour of railways, having had practical experience of the benefit.

47,815. I suppose it would be going rather back to the dark ages to suggest that railways should not be put up because they would not benefit any particular class. I mean to say railways are an inestimable benefit to the

Lord *Kenyon*—continued.

country, wherever they are?—Yes, I should imagine so. Well, my Lord, referring to the county council meeting in which all this talk of five years ago took place, an alderman, who now, I am sorry to say, has gone over the bourne, a very intelligent man, spoke in support of it, and he did not know, I think, until he received the agenda paper, that it was coming forward; he said, "Of all the 10 notices on the agenda "paper this is the best"; and he spoke the truth; at least I do not know that he spoke the truth about that, but it was a good motion.

47,816. Then, Mr. Howell asks, "Did not the "good farmer whom you referred to as not "wanting a land court, say that he required "something more than the Agricultural Holdings "Act secured for the tenant?"—Yes, he did. He spoke very well and very properly about it. The tendency of his speech was this, that he wanted to be perfectly secure that if he put 100*l.* into the ground he should have it out of it again, and no man could say anything to the contrary.

47,817. "You said that you believed that "farmers were not as craven as described by a "witness in the morning, but have you not read "in the records of the doings of the Commission "enough to bring home to your mind that "farmers had reason to fear to come before the "Commission"?—Well, I refuse to credit it. There may be cowardly fellows among any class, but all I can say is that they are cowards if they are afraid to come forward. What is there, I should like to know, to prevent any man coming forward.

47,818. This is a question by Mr. J. J. Jones, "If the relation between the landlord and "tenant is so satisfactory at present, how do you "account for the numerous changes on the "Brynog estate of late?"—Perhaps the writer of that would refer to which changes he means, because I do not know what changes he refers to. As a matter of fact, I know of one farm that has not been let out for some time. I do know that, but I do not know what changes he refers to. I do not know of many tenants having changed. If he will refer to the particular farms he means I will answer.

47,819. I do not think we can go into that detail now. We have a tremendous lot of witnesses before us. Then there is this question by Mr. Vincent, "Do you, in fact, agree with me "in thinking that what is really wanted is an "adequate law of compensation?—Yes, my Lord.

The witness withdrew.

Mr. Thomas Davies called and examined.

Lord *Kenyon.*

47,820. You are Mr. Thomas Davies, of Compton House, Aberayron?—Yes, my Lord. I appear before you as an independent witness, and not representing any particular party or association. I have been a postmaster for the

Lord *Kenyon*—continued.

last 20 years, and have also carried on a business as a contractor and builder for the last 25 years. My general evidence will be on the district comprising the Aberayron union, for which I have been district surveyor for the last 15 years.

Lord *Kenyon*—continued.

and my particular evidence, if necessary, on anything pertaining to the Monachty estate, which comprises about 4,000 acres, and for which, and the manor of Llyswen, I am a sub-agent.

47,821. You have a statement there?—Yes.

47,822. Will you kindly read it?—Certainly.

In my monthly rounds of the Aberayron highway district for the last 15 years, at all seasons of the year, I have taken particular notice of many things concerning the farmer and his mode of living.

Buildings.—The buildings vary a great deal in the different parishes. Some landlords purposely leave the old thatched buildings to become so dilapidated that they cannot be repaired, and then build a complete new homestead of splendid buildings, the farmer doing nothing to help, and then arrange with the tenant as to certain extra rent on account of buildings. Another class of landlords, whose farms are very reasonable, expect the tenant to keep the buildings in repair; and if they want any new addition, such as sheds, &c., they must do it themselves, the landlord feeling satisfied that he lets his land so much under adjoining estates that the tenant can well afford it. The other class keep on regular doing little repairs at different farms, and putting up a part of new building in rotation, year by year, without raising any of the rent, the tenant doing the haulage. The tenants of the first-mentioned landlords are never so happy in the new homestead as in the old, and generally the parlour and best kitchen is seldom used, the family living and eating in the out kitchen. The tenants of the very cheap farms with poor buildings, when they do build themselves, do so without any method, and in the most primitive way, but having built them themselves, and often with their own hands, they value it very much; and when a change of landlord takes place, or the farm is sold, it is, generally speaking, between this class of landlord and tenants that difficulties arise when the rent is raised. It is the third system of building that sits the easiest with the tenants in this district. They are adverse with doing away with old associations even in their out-buildings, especially for the old style of a large kitchen with open chimney, paved floor, and fire on the hearth, and, unless the haulage is very heavy, they do not grumble at it. There has a great change taken place in the buildings during the last 20 years; the districts which used to be the worst are now the best, the old mud walls and thatched roof buildings having given place to stone walls and slates. At this progress, 20 years hence there will not be much to grumble at as to buildings.

Planting.—There is nothing so important to farmers in the upland parts of the county as shelter, and there is nothing of which the county is so devoid. Landlords as a rule plant in dingles and in sheltered places simply for the sake of the crop of timber; and there are

Lord *Kenyon*—continued.

numerous groves of first-class larch all over the county, some larch in the Vale of Ayron measuring 120 feet high, and containing 50 solid feet of timber. But all this is beside the question. What is wanted is systematic planting in long beltings along the high ridges of the county of hardy trees for shelter only, that cannot be cut down. If this was done, say from Cro-shands and Bank Shon Quilt all the way towards Cardigan, in 30 years the land on both sides of it would produce double what it does at present. The same might be said of the neighbourhood of Nebo and Penuwch. Some few landlords in the beginning of this century did a little of this, and it is astonishing to see the effect it has had on those neighbourhoods.

Tenants, two classes.—I mean by this, one class of tenants holding farms of 50*l.* and under, and the other above 50*l.* to 150*l.* The Aberayron Union was valued in 1888 by a competent valuer, and according to the gross rental, which did not average more than 10 per cent. under the rentals, in that valuation there are only 34 tenant farmers above 100*l.*; 64 from 70*l.* to 100*l.*; 77 from 50*l.* to 70*l.*; 154 from 30*l.* to 50*l.*; leaving the bulk of the tenants, 80 per cent. of them, under 30*l.* gross valuation. It would be thought that the Small Holdings Act of 1892 would meet the want of Cardiganshire in particular for these small holders to become their own freeholders, but such has not been the case. If these tenants were converted to freeholders, they would make their holdings very soon to bear double their present crops. But as to the tenants of 50*l.* and upwards, who have to pay a man-servant or two and two servant girls, the outlook is very different. In some counties the consolidation of farms means the possibility of making them pay. But in Cardiganshire the tenant of 15*l.* to 30*l.* is the one who is going to weather the storm, as he and his wife and a child or two do all the work. It is the large farmers in this district that feel the depression most, as the seasons have been very hard of late years and prices low. The average price of land in the Union is 8*s.* 6*d.* per acre.

Agreements and leases.—There are but very few in the Union who hold their farms by lease, and fewer still who now desire to have them; unless a farm happens to be very cheap; then there might be a desire for it; and by observation I find that those who have leases do not farm anything better than those without. If anything, it is the other way. Many hold their farms by word of mouth only. This has led often to litigation, and is of disastrous consequences to landlord and incoming tenant, the outgoing tenant, for spite, cutting down every bush about the house and all the hedges, and otherwise doing wilful damage to the buildings, &c. There is nothing better for a landlord and tenant than a reasonable agreement. I have seen many of the old agreements full of penal clauses, but do not remember it ever being put in force in this neighbourhood; and I have seen farmers

Lord *Kenyon*—continued.

that would work out of any agreement that could be devised.

Landlords, Large and Small.—It was an unfortunate day for the county when the large old estates were broken up to be sold. The saying is a truism, the larger the estate the better for the tenant; and taking the landlords who have land in this Union, they will compare favourably with any similar situated in the country. That there are some better than others is true. It is also true that many acts of questionable character, and even hardships, have been committed on their estates during the last 40 years. And, after admitting this, it is my opinion that it will be impossible to devise any form of tenure that will work, as a whole, better than the large landlords. The failings of this class will be well ventilated here to-day. So that I can treat on what has not been touched, viz.:—

The Small Landlords.—The first are those farmers who have inherited freehold farms of their own. Being in easy circumstances, they see a much larger farm vacant close by with a large landlord; they take it at very reasonable rent, and then let their own freehold for the highest rent possible to secure, and no abatement for depressed times. I could mention many. The second class of small landlords are those who have bought farms at sales and let them quite irrespective as to what they cost (whether cheap or dear) for the highest possible penny; and their petty interferences are unbearable. These landlords, as a class, have been the curse of agriculture (I admit that there are noble exceptions). The class of landlord I speak of are the successful shopkeeper, the sea captain, the tradesman, and others. They screw the very marrow out of their tenants, and pass them by like the Levite in the parable. I have many of these now in my mind, but as some might think that I have any personal spite in the matter, I will be so merciful as not to name them. But I will give typical cases well known to scores present. A tradesman buys three small farms at very reasonable prices. At once he rises the (old Tory landlords') rent, 30, 50, and 100 per cent. Another bought a farm fairly rented at a fair price. In it was a hard-working and good tenant. He was offered the place at 33 per cent. advance, this he pleaded he could not pay and live, he offered a small advance but to no good; he was evicted and sought shelter with a Tory landlord six miles distant. The two landlords mentioned above were methodist deacons, and their tenants were non-conformists. I will give another type of the rare good small landlord. He bought three farms near the above, built on them, and takes great pride in his tenants, and refused 5*l.* advance by a new tenant who wanted the farm of a sitting tenant. This landlord is a stray Yorkshireman, and a rag and bone merchant by trade, and his name is Mr. Henry Loyn.

Difference of language of landlord and tenant.—So far as the actual bargain of taking and letting a farm goes, this difference is immaterial

Lord *Kenyon*—continued.

as always there is a neighbour present who interprets. But for the mutual sympathy between the parties afterwards it does interfere greatly. So far as the generality of landlords goes, their sympathy, and that of their families, is always with the tenant, and those who are in distress. But the tenant, being wholly Welsh, cannot appreciate it, and many in their inward hearts have formed erroneous views of their landlords, simply because they cannot understand one another. And there is no doubt that the exclusion of the Welsh language from the large landlords, families has been the means of estranging them from their tenants in influence, sympathy, and politics, and the sooner the better they add Welsh as part of the education of their sons and daughters.

The alleged preference of certain creeds.—We hear a great deal in the country, and the Commission has heard a great deal, of preference given by Tory landlords to tenants who are churchmen. No greater libel could be said of the landlords as a class. And yet there is something in the saying which those that use it never have taken any trouble to fathom. In the end of the last and the beginning of this century, when the church neglected her duty (the penalty for which she was last night asked to pay) churchmen were few, and consequently church tenants were very few. But to-day, when the church is a power in every parish, and churchmen numerous, there are numerous applications by church tenants for vacant farms. And in the nature of things church tenants must become more numerous as the church is gaining ground in the county and nonconformity at a standstill. And I have yet to learn the hardships of a church landlord giving a farm to a church tenant, all other things being equal, provided nobody was evicted to make room for him. As a considerable quantity of evidence has been before you as to preference given to church tenants, it would be interesting for you to hear that on this small Monachty estate there are now living nine deacons of chapels in different parishes and 10 more lately deceased, and this is not an isolated case.

Local Rates.—Rates have become much heavier than formerly. The landlords that are considered of the best class who have left farms to go from father to son, escape all the new rates that have been imposed, the farmer paying the rent as usual, and the rates whatever they be. The school rate some time ago was very heavy, in some districts, being as much as 2*s.* in the pound per annum. The parson, the preacher, and retired tradesmen paid on from 8*l.* to 14*l.* valuation whilst a struggling farmer paid on from 50*l.* to 70*l.* and upwards.

Tenants who bought their own holdings.—In the year of about 1870, when portions of estates were thrown into the market, the tenants who had made a little money bought their own holdings at from 30 to 70 years' purchase. In the latter case the rents were low. They invested all their savings, in some cases as much as 1,500*l.* And mortgaged their farm for the

Lord *Kenyon*—continued.

remainder of the money at 4 per cent. The times being good, they did very well for some years, although their interest came equal to their old rent. But when the depression came they were the first to feel it. The 4 per cent. money-lender had no more compassion than an Egyptian taskmaster. If the interest was not paid to the time mortgages were called in and much further expense incurred, and lawyers made a rich harvest. There is no doubt that these farmers who bought about 1870 were the cream of the neighbourhood, and to-day are worse off than a tenant farmer adjoining them. A noted case took place in the parish of Llanbadarn Tref Eglwys (something on the Irish line). A hard-working farmer bought a farm, invested all he had in it, and mortgaged it for 1,000*l.* Time came, when he could not pay the interest. The mortgagee called in the money, but nobody would advance on it. He tried to sell it, but nobody would come near the price. The tenant and his family turned out of it, and went to live to an out-house of an adjoining farm for many months, to watch his derelict farm, to see what would become of it. There was neither a new mortgagee, a buyer, nor a tenant, that would have anything to do with it. At last the old mortgagee offered to wipe off 200*l.* of his capital, and make other abatements, which were accepted, and he was a clergyman. Other freeholders tried these tactics in a way, but had lawyers to deal with, and not clergymen, and consequently did not succeed. Since then scores of tenants have bought their holdings at 25 to 27 years' purchase, and seem to do very well.

Labour. — Labour is much higher than formerly, the best and most able-bodied men have gone to Glamorganshire. Of the 40 men working under me on the highways, there are not 20 what I could call able-bodied, and these would not remain unless they had a small holding to keep a cow or two, which necessitates them to be at home for harvest. There are but few young boys when leaving school that take to be farm servants, indeed, since the first crop of boys from Forster's Education Act came from school, there are but few of them that take to manual labour. Apprentices to joiners, masons, smiths, and other handicrafts are not one sixth of what they used to be, and scores of English boys from Reformatories, Industrial Schools, and Muller's Orphan Schools have been, and are, constantly imported into the county, as farm boys, apprentices of smiths, tailors, saddlers, &c. In Aberayron alone, and within a mile, there are some two dozen English boys in different situations. During my life I have had as many as three apprentices (of different ages) in the building trade at one time, and several others waiting a vacancy to be taken on, and there passed through my hands from 40 to 50 of such, and mine was not an isolated case. But now for years there are hardly any applications, and, I venture to say, that there are not throughout this Union of 14 parishes, not 14 boy apprentices in the building trade to-day. Our young men have actually got drunk on

Lord *Kenyon*—continued.

their education, and have rushed off to England and the colonies as noncomformist preachers, schoolmasters, pupil teachers, doctors, lawyers, mechanical engineers, clerks in banks, clerks in post offices, clerks in mercantile offices, shop clerks, and managers of the leading shops of London, to sea, to qualify for officering ships, city police, and bus conductors, in fact anything except the mechanical trades and farming in Cardiganshire, whilst in return we have the unfortunate waifs and strays, and the scum of England and Ireland to be brought up through a lot of trouble to fill their place. But the unfortunate part is Cardiganshire will soon lose the envious name of being the most purely Welsh county in Wales, and the names of the O'Brien's of Ireland and the Smiths' of England will appear on our rate books as householders very soon.

Remedies.—As remedies I would suggest that the Government should grant loans to landlords and tenants on the basis of the Irish Land Acts. (even if we could get it on the same terms as Mr. Gladstone's original Act, we would be satisfied, leaving other later Acts alone, which were a great deal better—Lord Ashbourne's and others). To landlords to erect better buildings for farmers and labourers without raising the rents. To tenants to buy their own holdings. To the farmers that have already bought their farms, and who now pay high interest. The general application of the Small Holdings Act of 1892. Powers to county councils to open light railways to distant agricultural districts. The rating of the farmer's house and building on a rising scale, and not on his land. Compensation for permament improvements to outgoing tenants. A small duty on imported corn and cattle.

47,823. Judging by the witnesses we have heard, the name of Davies seems pretty common in this country at present?—Yes, but I think the O'Brien's will come quite as numerous by and bye.

47,824. Is it much encouragement to the landlords to build new houses if the tenants, as you say, prefer the old thatched ones?—They do not prefer the old thatched ones, but they prefer these common ordinary buildings to plastered rooms.

47,825. They do not like them too big?—No they do not want to have to work to keep them clean, and so on; they simply want a comfortable place to live in, especially a large kitchen.

47,826. We have heard the condition of the freeholders in this country is not very good?—It could not be much worse.

47,827. Do you think there is some danger of multiplying the body of freeholders by giving the tenant farmers money to buy their holdings?—No, I should not hesitate. Land is at about the lowest ebb that it will go, in my opinion.

Professor *Rhŷs.*

47,828. Do any of the large families now have Welsh taught to their children more commonly than they used to, do you know?—I do not know of more than one or two in the

Professor *Rhŷs*—continued.

county who know Welsh, except a smattering of it. The Lord Lieutenant, I hear, teaches his children pure Welsh. I do not know of any other. They can talk a little, of course.

47,829. You think it would be a good thing if some member of the family who has to do with the estates understood Welsh?—If every one of them understood Welsh it would be a good thing. It would attach them to the country and the country to them. That is my opinion for years.

47,830. I quite agree with you. What was the cause of the break up of the old estates to which you referred just now?—Various causes, litigations, paying off encumbrances, and after one began to sell and got 50, 60, and 70 years' purchase, the landlords at once saw that it was better for them to sell than to receive a small reasonable rent. The Gogerddan estate sold a very large quantity of land down about Newcastle Emlyn and thereabouts.

47,831. I think I understood you to say that there were no farms, or very few farms, in the Union above 150*l.* rent?—I have not got the number above 150*l.*, but the number above 100*l.* is very few.

47,832. Then the number above 150*l.* would be still fewer?—Yes, there would not be more than 10.

47,833. With regard to the landowners, you said you thought they did not plant enough trees and in the proper places?—No, they do not.

47,834. Do you mean the exposed places; that it is possible to grow trees on the exposed places?—Perfectly possible, because what has been done already will prove it, provided they plant the proper trees, hardy trees, ash, alder, sycamore, Austrian pine, and Scotch and wych-elm.

47,835. You sometimes see trees on the side of a hill all bending one way?—Yes, larch; they are no good in the sea wind, they ought never to be planted here.

47,836. Then you say it only requires the proper trees to be planted?—That is all. You can see it in the Menai Straits coming down to the water's edge, a splendid forest of trees, as green as can be.

47,837. I was talking of somewhat higher ground than that?—Yes, but those would be affected by the same wind exactly. We have them here now, in sight of me sitting here, on that hill yonder, growing on a rock, quite clean.

47,838. Then if you have grown some you could grow more in the shelter?—Yes.

Mr. *Seebohm.*

47,839. Just one word more about these freeholders. Do you know of many instances in which they have been able to pay off their mortgages?—Very rare. Small freeholders might have done it, but the large freeholders, that bought for 3,500*l.* or 4,000*l.*, there is no chance of their doing it.

47,840. Do they charge their freeholds in their wills for their younger children?—No, there is hardly any of them to be charged. I know of

Mr. *Seebohm*—continued.

cases where they have actually given bills of sale to secure the interest on the stock for fear that the freeholds would not be enough for the money lender.

47,841. So that the freehold has no value, you mean?—Has no value in many cases.

47,842. And they make bad landlords when they let their land?—Well, I should not like to live under them.

47,843. Do you know that in France, where they are nearly all freeholders, they have lately in these times, with protection, clubbed together to let their land in some cases to big farmers?—I have not heard that.

Mr. *Seebohm.*

The prospect is not very encouraging, I am afraid, in all cases. I will not ask you any further questions.

Lord *Kenyon.*

47,844. I have some questions to put to you by Major Lewes: "Does not Sir Pryse Pryse, "one of the largest landowners in Wales, speak "Welsh"?—He can speak a little Welsh, but you cannot call him a Welshman. Mr. Hughes, of Alltlwyd, whom I saw in Court this morning, is a thorough Welshman. By "Welshman," I mean a man who can read Welsh and write Welsh. I do not mean a man with a smattering of Welsh. There are lots of *those* about the country.

Professor *Rhŷs.*

47,845. You are not quite satisfied with a gentleman who can just pick up a few words from his groom?—No, because in very many instances a word or two in a sentence makes all the difference. When a landlord thinks he has made a tenant understand, and when the tenant thinks he is understood the other way, there is a bone of contention at once.

Lord *Kenyon.*

47,846. Major Hughes, of Alltlwyd, I think you say, can speak Welsh?—He is a thorough Welshman.

47,847. Then Colonel Lewes, of Llysnewydd?—I have never spoken to him. I do not think he can read Welsh. It will be new to me.

47,848. Then Mr. Tyler, of Gernos?—I do not think he can read Welsh. You will not find half-a-dozen in the county.

47,849. Then Mr. Lloyd, of Gilfachwen?—Yes, Mr. Lloyd can, he is a thorough Welshman.

47,850. Then Mr. Lloyd, of Waun Ifor?—I mean Mr. Lloyd, of Waun Ifor.

47,851. But the other one, Mr. Lloyd, of Gilfachwen?—I do not know him.

47,852. Then there is a question by Mr. J. M. Howell: "You say that it is not right "to say that preference is given on estates in "this country to members of the Church of "England. Do you say that this applies to "Cardiganshire"?—As a rule I would say it applies to Cardiganshire, with the qualification I have given, that church tenants are more numerous than they used to be.

Lord *Kenyon*—continued.

47,853. "The Union consists of 64,000 acres; "the county assessment, which is based on the "income tax returns, is 46,000*l.* an acre. How "do you make it 8*s.* 6*d.*"?—The calculations that I have had for some time make it 8*s.* 6*d.* an acre. I suppose Mr. Howell, or anybody else that has sent that question up, includes the tithes, which I do not. He includes all the mansions, all the houses, all the villages, and towns, and all that. If you take all that out you will find the residue will be about 8*s.* 6*d.* an acre.

47,854. Yours is, I take it, what you consider to be pure agricultural land?—Yes, certainly.

47,855. Then there are some questions by Mr. J. C. Jones, of Llanarth: "How many "apprentices in the building trade are there "in the parish of Llanarth"?—What I have said is that I do not believe there are to-day, in the 14 parishes, 14 apprentices in the building trade. I go through them every month. I know every carpenter in the 14 parishes, and, speaking roughly, I repeat it, that there are not 14 boys apprenticed to the building trade to-day.

47,856. In the whole union of Aberayron?—In the whole union of Aberayron.

47,857. "Do you know, as a fact, that there "are more than 12, as you suggest for the union "of Aberayron of 14 parishes"? I suppose he means in every particular parish?—No, I do not, because I do not know 12 master carpenters throughout the whole parish of Llanarth. There are not six there.

Lord *Kenyon*—continued.

47,858. It is not my question. It is so badly expressed that I cannot understand it myself. Then these are questions by Mr. Vincent: "Do "you not think that the attitude of many wit-"nesses before the Commission is calculated "to induce landlords to put their estates into "the market"?—It is a great deal, and if the Small Holdings Act came generally into force there would be no difficulty in finding one-fourth of the county of Cardigan in the market within five or six years. It would change hands at once.

47,859. "May I understand that landlords—"Lord Penrhyn, for example—who have planted "belts of timber for shelter, have done good "work"?—That goes out of my jurisdiction. I know nothing about North Wales.

47,860. But taking the question without Lord Penrhyn, do you say that landlords who have planted belts of timber for shelter have done good work?—Thoroughly good work—thorough good work to the country at large.

47,861. "Would you not say that the aggre-"gate acreage of the body of large and good "landowners was many times greater than that "of the body of small and grasping landlords"?—Oh, yes, a great deal.

47,862. They own more land than the small ones?—Oh, dear me, yes.

The witness withdrew.

Mr. Evan Rowlands called and examined through an Interpreter.

Lord *Kenyon*.

47,863. You are Mr. Evan Rowlands, tenant farmer and landowner of Pantanamlwg, Llannon, Aberystwyth?—Yes.

47,864. Do you believe differences of language, creed, or politics make any difference to the relation between landlords and tenants?—Not in my neighbourhood.

47,865. Have you a statement there that you wish to rebut?—No, I have not particular.

47,866. Do you prefer a tenancy from year to year to a lease?—A yearly tenancy at the present time.

47,867. State your reasons?—For these reasons, that I do not wish to bind myself for a number of years, as the market is so uncertain for such a long time, while the yearly tenancy is fixed, when the rate of wages and the price of labour of every description is so fluctuating, and has a tendency from year to year to go upward, and the taxes in the same way.

47,868. Judging by your own experience, do you think tenancy is reasonably secure in Wales?—According to my own experience I fully believe that the tenancies are quite secure in my neighbourhood.

47,869. Are you familiar with the terms on which you occupy your holding? Have you a copy of your agreement?—I have no written agreement between my landlord and myself. I have not heard of anybody that has been fined, or penalised, or oppressed through the agreements between them and their landlords.

Lord *Kenyon*—continued.

47,870. State your objections to a land court?—A land court would be sure to damage the friendliness that now exists between the landlord and tenant; secondly, hitherto the various landowners, nearly without exception, have been long-suffering and patient, waiting for their rents during times of lowness of the markets. In consequence, it appears to me that the establishment of a land court would cause the landowners to require the rents to be paid at a fixed time. It is not likely that if a land court is established the landlords will spend so much upon their property.

47,871. What class of work is done by landowners in the way of building, draining, and so on?—The rule in our neighbourhood is that the landlords pay for the buildings of all kinds, and the tenant does the haulage towards the buildings. The landlord opens the drains and ditches, and the tenant closes them.

47,872. Is there any ground for saying, as we have heard from some of the witnesses, that farmers are afraid to come forward?—No, there is no room to think that the farmers in this neighbourhood are afraid to come forward to give evidence.

47,873. Have you anything further say?—It seems to me that the landlord should recompense the tenant for all improvements that he has made on the farm, and, on the other hand, that the tenant ought to recognise the rights of his

Lord *Kenyon*—continued.

landlord, that is, if he has made it worse, if he has let the farmhouse fall into disrepair. It would be a great benefit in this part of the country if the Government would give us the privilege and advantage of having light railways, and also it would be a great advantage to the farmers if they could have protection—a duty on foreign articles—as the farmers at the present time cannot well compete with the produce of foreign markets that is filling our country.

The witness withdrew.

Mr. David Jones called and examined through an Interpreter.

47,874. You are Mr. David Jones, of Lluest y Maen, Llanon. We will have the statement of your evidence translated, I think?—As you please, my Lord.

[The following statement was translated to the witness in Welsh, and afterwards read in English, as follows] :—

I, David Jones, of Lluest y Maen, Llanon, wish to give evidence on the following facts relating to the parish of Llansantffraid, Llanon, Cardiganshire. (1.) Insecurity of tenure. That I rented Lluest Hen, a farm of 40 acres, at a rent of 20*l.* per annum, about 30 years ago. That the farm was in a wretched condition, for the most part undrained. I soon found that in such a state the produce of the farm would not be sufficient to keep me and family and pay rent. I asked for a lease, and trusting to my landlord's word, I set about draining the land. But no lease was forthcoming, and when, through my labour, I had improved the farm, my landlord demanded more rent, and by increments of 2*l.* and 3*l.* my rent was raised to 28*l.* Luckily, as I thought, I took another farm, and was now offered my old farm at a lower rent. But having been treated so meanly, I determined changing my landlord. (2.) That the present farm is held under like conditions, and cannot get a lease. So I am rather loth to exert myself in improving my farm, as I know that some day I shall be taxed for my improvements. However, I cannot help improving my land. (3.) That I would humbly suggest that a law be passed securing the tenant compensation for improvements made by him, which would benefit hundreds in like condition to myself.

Professor *Rhŷs.*

47,875. What was your rent originally?—20*l.*

47,876. To what figure was it raised by the several increments?—Up to 28*l.*

47,877. And what you want is security for compensation for the money invested in the farm?—Yes, or to have a lease on it. But I could not get a lease for years to repay me for my labour.

The witness withdrew.

Mr. Evan Evans called and examined through an Interpreter.

Lord *Kenyon.*

47,878. Will you be able to follow your statement, if it is read in English, sufficiently to correct it if neccessary?—Yes, my lord.

47,878A. [The following statement of the witness was read] :—

Evidence of Evan Evans, retired tenant farmer and small landowner, of Wernllaeth, in the parish of Llansantffraid, in the union of Aberayron. In the year 1858 I took the farm of Monachdy-bach, parish of Llanbadarn Trefeglwys, union of Aberayron, from Captain Gwynne, of Monachdy. My fathers had lived on one of his farms from immemorial. Captain Gwynne was one of the best landlords in the world, and one of the most beloved men that this country ever saw. He looked upon his tenants with as much pride as he viewed the old oak trees which surrounded his mansion. My landlord farmed the holding for the two years previous to the time I took it. He improved it a bit during the first two years, but in the second year he made the best of it. He sold off at the end of the second year. He left the country and went to reside at Jersey. Although the farm had changed hands frequently previous to the time I speak of, I took to the tenancy courageously, feeling certain that I had a generous landlord. I kept strong men-servants. I ploughed deeply where there was depth of soil and land saw light that had not seen it probably ever before. I drained portions of every field where the drains had choked up. I conveyed on an average from 180 to 200 loads of manure to the land every year (in addition to the manure in my own farmyard) from the neighbouring village and other places. I limed a good deal, and used a considerable quantity of artificial manure. My landlord used to come home from Jersey every year in February in order to receive his rents in March. He complimented me on the character of my farming. I asked him for a lease, he replied that he did not grant leases to anyone, but he added "you shall be in the tenancy as long as you live," and I am quite sure that I should have been there to the present day if he lived. But to my bitter regret and disappointment he died in the year 1865. Another king rose to power who knew not Joseph from Egyptian stock of a policeman. He knew no more about farming than the cuckoo knows about making her nest. Captain Gwynne's heir was only a boy at the time. The agent I refer to, Mr. Daniel Jones, dealt hard by us Nonconformists and Liberals, and he was exceptionally hard to me. No one occupied the Monachdy mansion (my farm was close to the mansion) from the time of the departure of my landlord till the time of his death, and in consequence there was no preserving game carried on, but when my landlord died, Dr. Gwynne, his brother, came to live to the mansion. The

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

game was nursed. Rabbits became as numerous as the locusts of Egypt; they ate up everything. I had three hayfields abutting on the wood close by. The rabbits ate up one field of hay completely. No scythe was put into it. It was not only near the boundary that they depredated the produce, but over the entire fields. Near the hedges next the wood, where they breed, they eat all. During one frosty winter they eat up three acres of turnips. I was not allowed to kill a single one; I had no gun; I once borrowed a gun to shoot those that came to my garden. Once I killed five with one shot, so numerous were they. My man on one occasion took out the gun without my permission and he killed a rabbit; Dr. Gwynne came across him, and took the gun and rabbit away with him. I was called to account by Dr. Gwynne. He told me that I was killing the game. I replied that I could not help the servant, because I was from home at the time. I begged of him to give me back the gun because it did not belong to me. He refused; I afterwards saw that gun sold at the Monachdy sale, I met the agent one day and I told him that the rabbits were destroying the whole of my produce, and asked him would he come and see the depredations they were making for himself. He would not even stop to speak to me, but turned away in a pompous and contemptuous fashion. The agent came to me one day and said that I must close up the fences between my lands and the woods of Monachdy, an extent of about 1½ miles. I replied that that was unreasonable, that it was an understanding between me and the late Captain Gwynne that he was to keep up the boundary fences. He asked me if there was any such provision in the written agreement. I replied that Captain Gwynne's word was always enough for me. The agent replied that every understanding between Captain Gwynne and me had now ended, and that I must close up the fences. I saw that the world was being shut up against me, and felt that my energy

Lord *Kenyon*—continued.

failed me. Here were the rabbits eating up my crops, and here was an edict that I must go to the expense of closing up about 1½ miles of boundary fence. A small holding called Frongoy was then on sale: I bought it at a high price. Land was then very high. I would not have bought it if it were not that I saw that I could not live at Monachdy bach. I had not half enough money to pay for Frongoy, but I was anxious to have a secure home anyhow. In the month of March, 1868, I had notice to quit. A churchman and tory was chosen to take my place and to reap the fruit of my labour. I had no compensation for the improvements I had made. I had rebuilt one old house which was in ruins, so as to have a home for a farm labourer whom I employed. I erected pig styes, gates, and hedges, and I had opened up the drains at my own expense. The house referred to was rented for years afterwards for 2*l.* a year. I applied to the agent for justice. He put me on one side with scorn, saying that there was nothing in the agreement to compel him to grant me any compensation. It was useless for me to say that there was an understanding between me and Captain Gwynne, and that I had worked on the holding like a man who was to remain there for the term of his natural life. He would not stick to anything in the agreement which was advantageous to me, but he stuck to every clause that was advantageous to the new tenant.

Lord *Kenyon.*

47,879. Is Dr. Gwynne alive?—Yes, he is alive.

47,880. Where does he live?—I hear from the audience at Tenby.

47,881. Was he trustee for the estate?—No. I never came to understand that.

47,882. Who appointed Daniel Jones as an agent?—Those down from Aberayron here somewhere.

The witness withdrew.

Mr. Timothy Evans called and examined through an Interpreter.

Lord *Kenyon.*

47,883. Will you be able to sufficiently follow your evidence in English so as, if necessary, to make any correction when it is read?—I think so.

[The following statement of the witness was then read]:—

Evidence of Timothy Evans, tenant farmer, Drefnewydd, parish of Llanddewi Aberarth, union of Aberayron.

I remember living with my father and mother at Cefn ty'ncoed, in this parish, a farm of 55 acres, on the Llanaeron estate. In my recollection the following improvements were made at our own expense. The dwelling house was extended about 7 yards in length to meet the requirements of an increasing family. A new cow house was built, large enough to tie six cows therein. A capacious furnace house and a small cart house were also built. We also built a cart house and

Lord *Kenyon*—continued.

stable besides, but we were given the timber for the roof, and the slates for these. When my father and mother came there first I often heard them say there was not a single field fenced in on the land. My father and the sons (myself one of them) put up almost all the hedges. For the first 10 years of my father's occupation the estate, my father and mother used to say, paid half the cost of draining. We made at our cost hundreds of perches of drains. In 1884, because I was not given a new roof to the barn and cow house I was compelled to leave. I asked the agent for some allowance for the building and work I was leaving behind, but the answer I had was that if I did not give up possession at once, the extreme rigour of the law would be brought to bear on me.

47,884. That represents your evidence?—Yes.

Lord *Kenyon*—continued.

47,885. Who was your landlord?—Mrs. Lewis, Llanaeron.

47,886. Was she the landlady then?—It was Major Lewis when I first remember.

47,887 Was there any other reason given for not building?—No, there was no reason given for not building.

47,888. I understand you gave notice to quit, not they?—No, I had a notice.

47,889. What reason did they give for giving you notice?—Because I took another farm, and I was going to leave that farm to my brother, and the reason was that the houses were so bad, and they would not repair them.

47,890. Had you taken another farm before they gave you notice?—Yes.

Professor *Rhŷs.*

47,891. What was your rent?—Twenty-four pounds, and they raised it to 28*l.*

47,892. How many acres had you?—Fifty-five acres.

Mr. *Seebohm.*

47,893. Did you intend to keep on both farms?—I intended to leave the farm, where I then lived, to my brother afterwards.

47,894. And they refused to take him as a tenant?—Yes.

47,895. On what grounds?—Because he was too much of a radical, and they wanted to put in a churchman.

The witness withdrew.

Mr. John Davies called and examined through an Interpreter.

Lord *Kenyon.*

47,896. Are you a tenant farmer?—I am not in a farm now, but I used to be. I am at present a shopkeeper.

47,897. Who was your landlord then?—Mrs. Lewis, of Wernddu.

47,898. That is not the same as Mrs. Lewis, of Llanaeron?—No.

The following statement of the witness was then read:—

Evidence of John Davies, Mount Hope, parish of Cilcenin, Aberayron Union.

I became a tenant of Lloegrfach, parish of Llansantffread, on the Wernddu estate, in 1869. Several tenants had failed to live there before I went there. I was there seven years. I was driven away in seven years because I was not willing to accept an advance of rent, as that would be paying for my own improvements. In nine years after leaving I became a tenant of the Monachdy estate, in a cottage, to which some land was attached, called Penloncoed. I had taken it from Mr. D. Davies, Tynyffynon. I had improved it considerably in six years, when it was wanted by the Monachdy authorities to be a home for a gamekeeper for Mr. Aylward, a gentleman who had taken the Monachdy mansion. I was forced out of the occupation in quite an illegitimate fashion by six or seven of the Monachdy estate workmen, who came to my house in a threatening manner.

47,899. Had they given you a notice to quit?—Yes, and I took the holding afterwards.

47,900. Had they given you a notice to quit from the Monachdy estate office?—No, it was from the tenant I had it.

47,901. You were the sub-tenant?—Yes.

47,902. Had you any agreement with the other tenant?—No, no agreement.

Lord *Kenyon*—continued.

47,903. What was the rise of rent Mrs. Lewis made?—She had no chance of raising it to me.

47,904. What did she ask?—I did not ever hear how much she wanted.

47,905. You said you gave notice because they wanted a rise in the rent. Is that your evidence?—She gave me notice.

47,906. Were you a sub-tenant under Mrs. Lewis?—No.

47,907. What do you mean by saying you were not willing to accept a rise in the rent?—Because it was too dear before.

47,908. You told me just now you did not have a rise in the rent. What was the attempted rise in the rent?—Giving me notice.

47,909. How much did they want more for the farm?—They wanted more, but I did not ask them how much more.

47,910. Was there not any other reason given?—Nothing else.

47,911. Then how do you know that it was for that reason you were given notice to quit?—Because she was down there herself, and told me there was no reason why such a farm should be rented at such a low figure; but much of the land is not worth 1*s.* an acre.

47,912. I cannot see your grievance against Mrs. Lewis. So you left?—Yes.

Mr. Seebohm.

47,913. Who were the men you say were sent to frighten you out of your house?—There were six or seven.

47,914. Who sent them?—Mr. Thomas Davies, the agent of Mr. Aylward, the gentleman who lives in the Mansion, and the tenant I was paying the rent to was along with them.

The witness withdrew.

Mr. John Timothy Evans called and examined.

Lord *Kenyon.*

47,915. Are you a tenant farmer?—No, I am not now.

47,916. You were?—Yes, but at present I am a grocer and pig merchant.

47,917. On what estate?—On the Llanaeron estate.

The following statement of the witness was read:—

47,917A. Evidence of John T. Evans, grocer and pig merchant, of Bristol House, Aberayron, county councillor for Aberarth.

I was a farmer, and was considered to be one of the best in the neighbourhood. I was a churchman till I was 30 years of age. At that time I married the daughter of a farmer and merchant, who was also a zealous congregationalist. In 1862 we took to business at Aberayron. My family increased, and my children were frequently ailing. Dr. James told me to keep a cow so as to get plenty of milk for my children. In 1868 I applied to Mr. Daniel Jones, the agent of the Monachdy estate, for a small field so as to enable me to keep a cow, and he promised to take my application into his consideration In 1869 the final answer he gave was that he would let me have it so far as I myself was concerned, but that my wife was too much of a radical, and consequently he could not on any account grant me my wish. After this, in the year 1873, I succeeded in getting a house, garden, and a small field from a woman who was leaving the neighbourhood to go to Glamorganshire to her husband. I then bought a cow, and I bought the whole of the effects on that small holding for nearly double the value, in order to secure the boon of a field, relying that I should remain in the tenancy, and Mrs. Lewis, of Llanaeron, did permit me to remain. I had been born on Mrs. Lewis's estate. The house was a thatched one, and I was obliged to thatch and do considerable other repairs to it before I could get a tenant for it, which took place in the year 1874. In 1887 I had to thatch again. Immediately afterwards, viz., on March 25th, I received six months' notice to quit from D. Lloyd, solicitor, Lampeter, Mrs. Lewis's new agent. I had to quit; no reason has been given for it. In 1888 I sent him a bill for 8*l.* 5*s.* for the repairs I had done there, but I have not had a halfpenny. I have been requested by a majority of the farmers in my county council division, viz., Aberarth, to present their request to you. Their desire is that a land court be established; if it is possible also to get money at a cheap rate of interest to buy their farms; also that they have no special reason to complain of their landlords or their agents, except that rents are far too high. *See* 48,883.

Lord *Kenyon*—continued.

47,918. There is a question by Mr. Vincent: "Is Mrs. Lewis, of Llanaeron, the same Mrs. "Lewis who owns an estate called Clynfiew"?—Not to my knowledge.

47,919. Do you know Mrs. Lewis, of Clynfiew?—No, I do not.

The witness withdrew.

Mr. James Evans (tenant farmer, of Esgerwen fawr, Llanarth) called and examined through an Interpreter.

Lord *Kenyon.*

47,920. Upon what points do you wish to give us evidence?—That the present law does not provide sufficient compensation for improvements made by tenants.

47,921. Have you suffered any personal hardship?—No.

47,922. What do you wish for—security of tenure?—Security of tenure, with compensation for improvements when the tenant is leaving.

47,923. So that everything he has put into the land shall come back to him?—Yes.

47,924. Is there anything else you can suggest?—I wish to see the Government providing agricultural teaching for the country.

47,925. Do you think that would be well taken up in this neighbourhood, or the neighbourhood of Llanarth?—I am not quite sure, but I firmly believe it would be in time.

Lord *Kenyon*—continued.

47,926. Have there been any attempts by the Aberystwith College to give any lectures there?—Yes, there have been attempts at Llanarth, but I am living a bit out of the place, and we have not had any yet.

47,927. Do you think light railways would do any good?—Yes, they would much facilitate the accommodation for carrying our produce to the markets. They are wanted very much in this country.

47,928. If the Government advanced money at a cheap rate of interest, do you think the people in your neighbourhood would take advantage of it to buy their holdings?—Yes, to a very great extent.

47,929. Have you anything more you wish to say?—No, nothing more at present, so far as I know.

The witness withdrew.

Mr. David Lloyd called and examined.

Lord *Kenyon.*

47,930. Where do you live?—I am a master mariner, and live at Rose Green, Llanarth, Cardiganshire.

Lord *Kenyon*—continued.

47,931. What evidence do you wish to give us?—In 1862 my father took the farm of Cilgynllefach, of C. R. Longcroft, Esq., Llanina,

Lord *Kenyon*—continued.

at the annual rental of 30*l.*; about 1865 it was advanced to 33*l.*, but a promise was made to put the buildings in good repair, which was not kept. About 1871 the Rev. J. Griffiths, the then rector of Llanllwchaiarn, called upon my father to ask him to join in a voluntary scheme to put the school accommodation of the district in a satisfactory condition. He refused to join in so impractical a matter, as he knew some of the largest farmers, who were known to him to be misers, would not join in the movement. Very soon after this incident his landlord served him with a notice to quit. On speaking to him he found that the cause of the notice was that the landlord was not willing for his land to be taxed for the maintenance of the new school wanted; his rent was advanced 4*l.*, bringing the rental up to 37*l.* About 1876 the buildings were put in good order. My father did all the cartage free. After completion my father was asked if he would pay an advance of 3*l.* 12*s.* without a notice. This was ultimately arranged, by my father agreeing to pay an advance of 3*l.*, bringing the total up to 40*l.*, which remained the same until my father's death in 1891. Without the assistance of his children working at home with him, and those on sea rendering assistance, my father could not pay this rent. My father was accredited by his landlord to be a doubtful Tory. My brother applied to C. E. Longcroft, Esq., the son of the late landlord, for the farm after my father, but was refused it, and the preference given to a man who went to church, although my father had lived close upon 30 years upon the farm. I am of opinion the present condition of the land laws should cease, and after many years of study, being a prisoner on board my ship for at least two months out of every three, I have arrived at the conclusion there is nothing for it but the nationalisation of the land on the lines laid down by Michael Flürcheim, the President of the German Nationalisation League, which, I am sure, is quite known to you, my Lord and gentlemen. There is another piece of evidence about a person alive now, a sister of mine, who is not able to come here herself, she is totally uneducated, and I have a brother who will substantiate what I say. I should like to mention the case of my sister, Jane Lloyd, who, when she had to leave my father's holding after his death took a field of the same farm from the incoming tenant at a higher rental than the farm itself, although it is the most uneven field on the holding; she had all the manure on the farmyard then carted to this field, and divided into plots by fencing wire at her own expense. She went to considerable expense in putting up a cow-house and other necessary convenience to keep a cow on another landlord's premises; last September she had notice to quit the field, and all her labour will be in vain, as she cannot get any compensation. This should not be, and it is high time for some remedy to be formulated to prevent this kind of wrong, and I feel sure if the farmers of the district, whom I know to have grievances, were to come forward and speak out

Lord *Kenyon*—continued.

their minds, that it would but bring conviction to the minds of the Commission that some change should be made in the land laws, but I fear serfdom has been ingrained into their very souls, and fear rules their innermost hearts, and but a few of them will come forward. This is all gone, and the actors in it are not all here. Then I wish to say a little more upon another matter in which I was an actor myself, and the agent of the landlord is here. I was following at sea when my father gave up the farm. We wanted to keep it as children. I had a brother actually farming. When I came home my father had given notice to retire from the farm on the 29th of September. It was in October or November when I came home. My father told me that my brother could not get the farm, because he was what they choose to term a Radical. I was not satisfied; I went down myself to this landlord, but, unfortunately, the gentleman himself was not at home. I happened to meet his steward. I told the steward what I wanted. Well, what he told me was this, that my brother was an anti-tithe payer, it had happened the summer before that the trees were cut on my father's farm. Now these trees did a certain amount of damage in being carted away, and it was agreed that the damage should be settled by arbitration. The agent told me that my father went to Radicals to arbitrate or assess the damage, and that these Radicals assessed the damage 3*l.* above what his principal valued it at, so that he did not think there was much chance in the case, and so it turned out.

47,932. Who is that agent?—The agent is Evan Thomas, Bwlchcefn. I told him I was going to give the evidence so that he could be here, and I told him the evidence.

47,933. When was this?—In speaking to the steward?

47,934. Yes?—When I was speaking with him about the farm it was about November 1890.

47,935. And about your brother being a Radical?—Yes.

47,936. When was that, conversation?—That was about November 1890.

47,937. And about the damage done by hauling the trees?—That was the time I spoke about the damage, or that he spoke to me about the damage.

Mr. *Seebohm.*

47,938. If land was nationalised who would pay you for your improvements?—Nationalised? We do not nationalise the improvements, we nationalise the land. We give the improvements to the present proprietor.

47,938A. In the future, supposing you took the land of the parish council?—New buildings are built on leases, and it is often the building is sold quite separate from the land. Any improvement that would be submerged in the land that could not be justified would have to go

Mr. *Seebohm*—continued.

with the land, but anything that was distinguishable would go to the present proprietor.

47,939. But in future the parish council would be your landlord?—No, I hold that the land of England by right belongs to the nation of England.

47,940. What local body would have the letting of it?—The local body, I presume, would be Imperial, and if the Imperial deputed it out to certain local bodies, of course that would be it.

47,941. You think you would get more justice from the ratepayers who would have to pay for the improvements than from the landlord?—Yes, one man would not have such a power as he has now. The power of a landlord over the neighbourhood is too much altogether. There is nothing to stop a Gould or an Astor coming across here, and buying everything, and giving England notice to quit.

Lord *Kenyon.*

47,942. There is an Astor already in England?—Yes.

47,943. He has begun to purchase. He has begun on the banks of the Thames?—Yes, perhaps he will buy the whole of the English nation up and give the English notice to quit.

Mr. *Seebohm.*

47,944. Perhaps the English nation would be a bigger tyrant to the individual than the landlord is?—Quite possible.

Lord *Kenyon.*

47,945. This is a question by Mr. Vincent:—"Who is this agent"?—Evan Thomas, Bwlchcefn.

47,946. To whom was he agent?—Agent to this Longcroft. *See* 48,150.

47,947. Is he in this Court now?—He was here; and I told him I was going to give the evidence.

47,948. Do you think he is in the other Court?—He may be gone there now, but he was here.

47,949. I have a question by Mr. T. Davies: "Did you buy Cefnperthpiod farm over the "tenant's head"?—Yes, I have bought it.

47,950. Over the tenant's head?—I do not know I was at sea, and my wife bought it at a public sale.

47,951. "And afterwards raised his rent"?—And afterwards raised his rent.

47,952. "And will not do any building for "him"?—No.

47,953. Can you explain that?—No, no more than this: I am not speaking against a single individual, I am speaking against the nation that allows on individual to hold.

47,954. I want you to explain your own case?—My own case is this: It was simply a matter of money interest with me. If he pays an advanced rent I will build, if not I will not.

47,955. Do you think that is a kind way to treat him?—Well, I do not know, the law of the land allows it. So long as the law of the land allows it, I shall do so.

47,956. You go by the strict letter of the law?—Yes, by the strict letter of the law.

The witness withdrew.

Mr. Jenkin Thomas called and examined through an Interpreter.

Lord *Kenyon.*

47,957. You are Mr. Jenkin Thomas, and you are a small tenant farmer, living at Bwlch y bryn, Talgarreg?—Yes.

47,957A. On what points do you wish to give evidence?—That I have been sent away from my place, and other people offering more rent for it than I was giving.

47,958. What was the estate?—I cannot say who it belongs to, but it was sub-let by Davies, Blaenagwenog.

47,959. The then tenant of Blaena sub-let to you; is that it?—Yes.

47,960. You do not know whose estate?—No, I do not. It was at Abergwili that the landlord lived somewhere.

47,961. Would you rather let straight from the landowner?—Yes, very much.

47,962. What was your rent to start with?—I was paying 35*l.*, but I am not living there now at this time.

47,963. What do the present tenants pay now, do you know?—No, I do not at the present time.

Lord *Kenyon*—continued.

47,964. What did they offer when you gave up the farm?—I complained to my master that the rent was too high, and he reduced it 5*l.* to me.

47,965. But what did you say at first. I thought you said that you left the farm because somebody offered a higher rent?—Yes, I did. I had a reduction of the place down to 30*l.*, and they told my master that the farm was worth 40*l.* a year rent.

47,966. Did they give you notice to quit, or did you leave of your own accord?—I left of my own accord, thinking to give it to my son.

47,967. Thinking they would let it to your son, I suppose?—Yes.

47,968. What did they do. Did they give notice to your son?—They did not give it to my son. They told him that he would not have it.

47,969. Is there anything more you wish to say?—No, I think not.

47,970. Did you take another farm?—No, I did not. My two children went from me.

Lord *Kenyon*—continued.

47,971. What are you doing now?—We are living on the little money we had, and we have a little place to keep a cow, me and the old woman.

47,972. Do you consider your case typical of the evils of sub-letting?—I reckon that the harm was done by the other man offering more for it before I had notice.

47,973. Behind your back?—Behind my back.

Mr. *Seebohm.*

47,974. Is that a case that often happens?—Yes, in some places. I cannot say; but that is the way I found it.

47,975. Were the people who offered the higher rent any relations of yours?—No, not at all.

47,976. Were they living in the neighbourhood; were they neighbours?—Yes, they were not far off me; they were near enough.

The witness withdrew.

Adjourned to Aberystwyth.

SECOND COURT.

Town Hall, Aberayron, Cardiganshire, Friday, 27th April 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR).

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. MORGAN EVANS called and examined.

Sir *John Llewelyn.*

47,977. You are Mr. Morgan Evans, of Oakford, Llanarth, and you are a justice of the peace for the county of Cardigan?—I am.

47,978. Would you kindly give your evidence to the Commission?—Having spent my life in close contact with farmers and agricultural labourers, I have had every opportunity of becoming acquainted with their views, and of understanding their difficulties. Farmers in particular are ever ready to ventilate their grievances, and to express their opinions in private conversation, but are most reluctant, under present circumstances, to do the same in a more public or formal manner. As the result of my intercourse with them I find:—

(1.) That insecurity of tenure is generally held to be a great bar to successful farming. In prosperous times, advances in rents being often made on the tenant farmers' own improvements, the advances are nearly always made on farms well cultivated. At all times, owing to this insecurity, he is open to receive notice to quit his holding, fictitious reasons being often given for the same, though, possibly, the real causes are interference with the game, or differences in religion or politics. For anyone to say that politics and religion do not affect the conduct of some landlords in Cardiganshire, would be to make a statement which many of us cannot accept. I have had some experience of this as a tradesman. I can mention one instance: Owing to having taken part in some of the meetings held in the county to promote the question of disestablishment, when Messrs. Edward Miall and Henry Richard visited Wales in the year 1866, I lost for a time the patronage of my best customer, and he was honest enough to tell me the reason why. The gentleman I refer to was the late Mr. John Boultbee, of Noyadd, Llanarth That there are honourable exceptions I most willingly admit. I had some direct information given me as to the compact entered into by the landlords to evict the Liberal tenants after the election of 1868. Having to call on business early in the spring of 1869 at Noyadd, then occupied by Mr. Edmund Lloyd, he told me that if I knew what was to take place I should be sorry for the part I took in the late election. I asked Mr. Lloyd what he was referring to, when he replied that many of the landlords had joined to evict those tenants who voted for Mr. E. M. Richards, so as to stamp out this disobedience. "I hope," I said "in the interest of the poor tenants, that " is not true," and also made the remark that politically it would be the most foolish thing that the Tories could do. "It is," he replied, "a fact," and he named several estates in the district where it was to take place. The thing has not been carried on on such a large scale afterwards, but the work of extirpating Nonconformist and Liberal tenants on some estates has been carried on gradually, but most effectually. The terrorism occasioned as the result of the evictions of 1869 can hardly be said to have quite subsided to this day. The names of the Rev. David Evans, Penrhiwdrych; Messrs. William Richards, of Rhydalen; Morgan Jones, of Cefngrugos; and John Davies, of Gofynach fach, are still held in great respect, as they had to leave their holdings; but they were not by any means the only sufferers in the district on that memorable occasion. Some way of protecting tenants against arbitrary evictions is essential to the prosperity of the farming community in this county. Leases are not so much in demand as formerly. Many reasons could be adduced for this.

Sir *John Llewelyn*—continued.

(2.) That the tenants have sustained great losses through having to leave their holdings without compensation, or remuneration for labour given, or money spent, in erecting new buildings, making waterwheels, and many other necessary improvements, for which they had not received any pecuniary assistance from their landlords. In many cases such much-needed improvements have not been provided, neither by the landlord nor by the tenant, the former refusing to incur the expense, and the latter either unable or afraid of doing so on his own responsibility. The present state of the labour market makes this a great inconvenience and loss to the tenant farmer.

(3.) That great improvements in the dwelling-houses both of farmers and labourers have been made of late, but in many instances they are yet left in a most unsatisfactory condition; that there is great need of improvement in both classes of houses. Good dwelling-houses are not

Sir *John Llewelyn*—continued.

only a source of great comfort, but also necessary to protect the morals of the country. Some landlords have done well in this way, but the result is mostly perceptible in the case of people who have bought their holdings—freeholders take the lead in this.

47,979. I do not quite understand how freeholders take a lead in that respect?—In building better houses; outhouses are often inferior buildings, inconvenient and insufficient for the farmers to carry on their work and accommodate their stock.

(4.) I find that if some measure could be devised to secure for those who till the soil the prospect of an ownership in their holdings, it would ultimately be of general benefit to the community at large, as the increase in the produce could, in many instances, be doubled, and more. And also it would materially assist to develop the best side of the character of the nation. I have not as yet found a single tenant farmer, whatever political or religious opinions he may hold, who is satisfied with the present state of the law as regards agricultural holdings. The excuses given for not appearing to give their evidence before the Commission were to me certain proof that they were afraid of doing so, the general impression harboured amongst them being that the landlords do not look favourably on this inquiry. The excuses given were very numerous, fear of losing their holding, of displeasing their landlords, or of being made marked men, being the most general. Before the Welsh character can be fully developed it must be placed in circumstances of greater independence.

(5.) That a court of appeal in questions affecting land should be provided. Such courts appear necessary in the interests of landlords, tenants, and labourers.

(6.) That in order to induce agricultural labourers to remain on the land, and to secure the return of those who have left the country districts for the coal pits, the iron works, and the big towns, plots of land should be allotted them at a fair price. And I am convinced this would have the desired effect to a very great degree, since labourers and their families are very much attached to country life. I have heard the remark made over and over again, by several of this class, that if they could only have land sufficient for a garden, and to keep a cow, they would never think of leaving the country for the works, or the towns, as the case happened to be. Doubtless many of our most promising young men leave the country districts because they can get better opportunities to cultivate their minds, as well as bettering their circumstances. Something ought to be done to make country life more enjoyable, by providing reading rooms and places for mutual improvement.

(7.) That rents and the price of labour have greatly increased in the district I come from in the last 50 years, while the produce of the land on the other side has materially reduced. Rents have gradually reduced of late, but labour is still getting higher, without any prospect of

Sir *John Llewelyn*—continued.

reduction; at the same time the produce of the land continually decreases. The inevitable result of this state of things is that farming has become to a great degree artificial. Many farmers depend solely on their own exertions, together with that of their children, with the result that labourer's children are eventually better off than those of farmers who so employ them. Liming, hedging, ditching, trenching, and other operations requiring outside labour, are nearly abandoned, with the unavoidable result that the value of land has deteriorated to a perceptible degree in several districts. Unless some measure is devised to remove impediments to agricultural developments, and to place farmers in a better position than they now occupy for meeting foreign competition, successful farming is to a great degree at an end in this country. I can see no remedy for this state of things except in a general revision of rents.

(8.) That it is a great disadvantage to farmers in this part of the county that they have no direct communication with the great central markets. If the Government were to assist in forming a system of light railways, it would help the farmers immensely. No doubt it would draw thousands of visitors to enjoy our healthy air and good scenery, as well as to carry the productions of the county to the best markets. I have compiled the following statistics comparing agricultural labour at the present time with what it was 30 years ago. There is something like 36 per cent. less hired labour engaged now than at the period mentioned. That is, where then one hundred people were engaged, there are now at the utmost only about sixty-four.

Mr. *Grove.*

47,980. May we ask you how you arrived at those figures?—I have arrived at them by calculating the number of workmen in the district, with the assistance of friends that remember the time as well as myself. The cost of labour meanwhile has risen about 100 per cent., so that the 64 now employed will cost the farmers 1,024*l.*, whereas the 100 would cost them only some 800*l.*, 30 years ago. This calculation is made by fixing the average of farm servants then at 8*l.* a year, and now at 16*l.*, which I am convinced is near the mark. Supposing the same number to be now employed as then, the farmers would have to pay 1,600*l.* on labour which then they obtained for 800*l.* Thirty years ago women were constantly employed doing field work, whereas there are now scarcely any, reducing labour on land to something like one half. This reduction in the quantity of labour employed necessarily reduces the producing power of the soil, which is a ruinous loss to the farmer, as it is the source from which he must get his rent. I wish further to draw your attention to the following fact. Thirty years ago, on the sea-board between New Quay and Llanddewi Aberarth, a village about a mile and a half to the north of Aberayron, a distance of only 8 miles, there were at least 12 lime kilns in constant operation

Mr. *Grove*—continued.

during the summer months, while now there are none at all. At the period mentioned carts were also constantly sent to the lime kilns of Carmarthenshire, but now that is also quite discontinued. The insignificant quantity of lime now used is carted from a station 13 miles from the district.

Sir *John Llewelyn.*

47,981. You are a county councillor, I think?—Yes.

I have some documents here that I thought of putting in evidence for your information. We started, or at least a gentleman from London started, some years ago, a project of constructing a light railway to the district, and I think that you can find some information in regard to it in these documents. (*The witness handed in documents, for which see Appendix.*)

47,982. Yes, that would be interesting; perhaps you will speak to that?—I have spoken about it in my statement.

47,983. I will ask you a question or two about the matter?—Yes, and I will put those documents in as evidence.

Mr. *Grove.*

47,984. Can you leave those documents with us?—Yes, I can leave them with you; they are for your use.

Sir *John Llewelyn.*

47,985. They are very interesting. Since you are upon that question, I should like to ask you a few questions with regard to it now, because these light railways are certainly things that might benefit the country very much?—I think so.

47,986. Do you think it ought to be done with Government money?—Really, I have no plan to suggest, but I thought that if some assistance could be given, local money could be got for the purpose as well.

47,987. I think that would be the best plan?—Yes. I think if any plan of joining the two could be devised, that local money could be given—say that the Government should advance money on a certain proportion of money advanced locally.

47,988. That is a very interesting point. I want to get from you your views upon this, if you have thought the matter out—if you have not, please do not answer it; do you think there might be a danger that the local landowners would raise the rent because of the existence of light railways?—There is no doubt they would, but I would go in, if possible, for having more peasant proprietors.

47,989. We shall hear something more about that. But then the peasant proprietors would benefit?—Yes.

47,990. But they would benefit upon their own property by the expenditure of public money?—It would be public money to help to build light railways, upon which money full interest would be paid.

Sir *John Llewelyn*—continued.

47,991. Then you think it should be paid partially by private money and partially by public money?—Yes, and that there should be sufficient interest paid, and that the return of the loan should be secured to the Government.

47,992. Before we could ensure the interest of the British taxpayer we should have to show that it is done upon proper commercial lines?—Yes. I think in this district, at all events, after the experience that I have had in trying to canvass for shares in the railway that I referred to, that sufficient money could be got to do that.

47,993. That is a better suggestion, to my mind, than what we received yesterday. I think that is a fairer proposal than was put before us yesterday. May I ask you, with regard to the political evictions of 1868, have there been any since that time?—They have not been so openly made, and there have not been so many at the same time, but they are carried on on some estates even to this day, I really think, though I cannot of course produce evidence as to names; but there is no question about it at all.

47,994. Do you not think that the Ballot Act is sufficient protection?—No, it is not sufficient protection at all, because, for one thing, they go in now for keeping the voters at home.

47,995. How do they know how they vote?—They go in for keeping them at home altogether—not to vote at all. They know how they would vote if they were allowed to go to the booth, and the only secure way of managing it is to keep them at home.

47,996. You used the words "arbitrary eviction"?—Yes.

47,997. Can you give any instance of arbitrary eviction since the Ballot Act?—I have left that branch of the evidence to a friend who will bring before you sufficient evidence upon the point—Mr. J. C. Jones, who is here; I think he will carefully go into that. *See* 48,098.

47,998. Then we shall have some instances from other witnesses; is that so?—Yes, I leave that to other witnesses.

47,999. With regard to the Agricultural Holdings Act, is that known in this district?—It is known as something that cannot be worked.

48,000. Why will it not work?—I have had many instances of farmers coming to me asking advice under circumstances of difficulty. I do not want to act as a quack lawyer any more than as a quack doctor, and so I send them to lawyers, and the reply invariably is that it is an unworkable Act—that the cost of putting the clauses into operation would be more than the gain in the end.

48,001. Are there a large number of freeholders about here now?—A great deal of property has changed hands, but it has gone more into the hands of smaller landlords than of freeholders.

48,002. Does that mean that a man will buy a farm and then let it?—That is the case very often—gentlemen from towns, and mariners who

Sir *John Llewelyn*—continued.

have made money, invest it in land, and let the land out again. That has been done to a very great extent in these districts.

48,003. Are there any men who have bought their holdings and occupy them?—There are some few, and those do good work in regard to building new houses and improving the farms in every respect.

48,004. In your opinion, is that beneficial to the country?—I think it would double, and more than double, the produce of land. I know that from my own experience of what I have spent on the little farm of my own. I am certain that I am within the truth when I tell you that the produce now is three times what it was previous to my taking it in hand, but I had to trench every field, and to do much work, and really buy it over again.

48,005. Do you think that these men who have bought their holdings have done so with their own money or with borrowed money?—With borrowed money to a certain extent, and some nearly altogether, and those, in my opinion, are now even worse off than they were when they were tenants, with the only exception that they farm better in many instances. I know of many that have got to pay more interest on mortgage than they did pay before in rent, then they were not making money, but I know that they now reduce the mortgage by better farming.

48,006. Could you tell us what kind of proportion of land in this country is held by small freeholders?—Really I cannot give you any estimate as to that.

Mr. *Griffiths.*

48,007. You say in your evidence that farmers are reluctant, under present circumstances, to come forward and give evidence before the Commission?—Yes.

48,008. What do you mean by under the present circumstances?—Their being tenants at will; many that have given us evidence are not here to-day.

48,009. And are not likely to come here?—They will not come, some of them; they have said that they will not dare come.

48,010. Then it is a fact that farmers are really afraid to come forward?—There is no doubt whatever about it.

48,011. You say with regard to the advance in rent, that it is more marked on farms that are well cultivated than those that are not?—I could go further, and could say that it is invariably so, and when valuers are sent round, those that farm badly will get reductions in rent, and those that farm well are advanced in rent.

48,012. You do not blame the valuer, then; of course he has to make his valuation?—Well, valuation, as a rule, is made to order.

48,013. Do you consider, then, that the present system of valuing is not a proper system?—I do not think it is a good system; it is as arbitrary as the notices to quit that are sent to Liberal and Nonconformist tenants.

Mr. *Griffiths*—continued.

48,014. Do you think that the valuer should not be employed alone by the landowner?—That is for his own guidance.

48,015. Yes, but what do you recommend from the tenants' point of view?—A land court is the only thing, or some independent authority to appeal to. Privately, I believe this, that if a land court were established it would be very little used.

48,016. That is, in the case of the best landlords?—I think that they and their tenants would come to terms; a land court would be very little used.

48,017. Except in cases where there are bad landlords?—Bad feelings are more than anything else the cause of disputes.

48,018. You say that Nonconformist tenants are gradually replaced by Churchmen?—I think you will be furnished with startling statements and names by a future witness.

48,019. Then we will leave it to others to come forward, and I will pass that by. You speak with regard to the construction of good dwelling-houses, and say that they are not only a source of great comfort, but are also necessary to protect the morals of the district. How do you explain that?—I will tell you; there are many of the dwelling-houses that have no divisions, that are not divided into rooms.

48,020. They have very few bedrooms?—There is hardly any partition at all, except furniture between the beds.

48,021. You mean there are no proper divisions?—There are no proper divisions. More than that, a dwelling-house very often is too small for the family that is occupying it, and there is no room for the servants to read, or in any way sit quietly to improve themselves.

48,022. What accommodation have the men-servants; do they generally sleep in the house, or in out-houses?—They sleep more in the house lately, but there are a great many of them yet sleeping above the cows and horses.

48,023. You say that those who have purchased their farms, if they have any means, take the lead in getting better accommodation?—They take the lead. There are splendid dwelling-houses newly built on farms which have been recently purchased in our district.

48,024. I understand that you are in business?—I was in business at one time.

48,025. What business?—A general shop keeper.

48,026. Then you cannot speak with regard to the present depression, how it affects the tradesmen in the district?—Partly, I can; it is my son who carries on the business now.

48,027. How does he find times under present circumstances?—Not so flourishing as they used to be, by a good deal.

48,028. You believe in labourers having a plot of ground to cultivate?—I believe in that; I firmly believe in it, at a fair price.

48,029. Do you think it would be beneficial for them to be able to keep a cow or two?—I think they ought to have that opportunity. I base that on the applications made whenever

Mr. *Griffiths*—continued.

any little land becomes vacant, with proper houses on it. The rule with the farmers is that they try to bind these people to work for them, and they, of course, do not care to do so, but they prefer not having the land rather than being bound to serve the farmer.

48,030. But would it not be to the interest of the farmer to keep a good labourer on his farm?—Yes, but they do not pay sufficient wages.

48,031. It is quite proper that they should be paid, but under present circumstances you think that they cannot pay them?—As I explained in my evidence, I think they can hardly pay at the present rate of wages, and at the rate of rents. The fact is that there are thousands of acres of land within 12 miles of the place where we are now sitting, that are out of cultivation altogether.

48,032. Do you think they would pay for cultivation?—They would not pay for cultivating at the present rate of rent and labour.

48,033. Have you any other remedies to suggest, besides what you have mentioned?—In what way?

48,034. In the way of improving the position of the labourers and the farmers generally?—The only suggestion I have to make is this, that some help should be given by the Government, on terms that would protect the ratepayer, and help the cultivator of the land to buy his holding. I go in most decidedly for security to the ratepayer, because any extra amounts paid for land would be money direct to the pocket of the landlord, the seller.

Mr. *Grove.*

48,035. Mr. Evans, we gather from you, I think, that there is not sufficient labour on the land, and that if more labour could be brought to bear, the land would produce on an average double what it is producing now?—I think so.

48,036. As to light railways, I would like to ask you one question. When you tried to get together the capital for this light railway from Llandyssul to New Quay——?—I do not bind myself to that line absolutely; it is any line I would refer to.

Mr. *Grove*—continued.

48,037. Did you feel that locally there would be a very substantial sum subscribed towards the money required?—I have been out two or three days with a friend canvassing for shareholders towards the railway, and we have been very successful. I have no hesitation in saying that local help could be got.

48,038. Would you go so far as to say that the present condition of a good many of the farmhouses would lead to an increase of immorality?—I think so, most decidedly.

48,039. Then you think that if some plan could be devised, by which the tenant farmers should get security of tenure, they would become more independent and more manly in every way?—I think so.

48,040. Are you acquainted with the Small Holdings Act?—Yes, as being something quite useless for any purpose; it was made for show and not for use.

48,041. Some of our Acts are so regarded but it has not been put into operation by the county council, has it?—I make that statement because in all instances that I have consulted lawyers about, they say it cannot be used to any good purpose.

48,042. The Agricultural Holdings Act, and the Small Holdings Act were passed on purpose to give relief in the direction you are indicating; if they are unworkable, that is a great misfortune. There is no compulsory power to purchase under the Small Holdings Act, but probably there will be now, with the parish councils; so that they may be corrected?—Yes.

Sir *John Llewelyn.*

48,043. There are two questions put in by Mr. Stephen. "Do you consider that farmers "who fear to come forward have any ground "for that fear"?—I think so.

48,044. "Has any landlord in this district "done anything to deter witnesses from coming "forward"?—Not to my knowledge, but it is a general impression that the landlords are opposed to their tenants coming forward.

The witness withdrew.

Dr. Garrod Thomas called and examined.

Sir *John Llewelyn.*

48,045. You are Dr. Garrod Thomas, of Newport, Monmouthshire, but a native of this neighbourhood?—That is so. My father, Lewis Thomas, of Panteryrod, took that farm in 1843, the rental being then 60*l.* It was considered dear at the time, as the previous tenant had, by five annual sales before his ultimate failure, exhausted the soil; in fact I remember hearing my father say that the ground would not produce enough for the use of his household and his own stock. It was very untidy, and there was scarcely a hedge on it, and the buildings were poor, dilapidated, and thatch-covered, with not a single one slated. Mr. Thomas Lloyd, of Nantgwyllt, one of the best landlords in the county,

See 52,938–52,950.

Sir *John Llewelyn*—continued.

was the landlord, and I think, certainly, that my father was one of the best farmers in the county. He set to work, improving the place vigorously; the dwelling and all the out-houses were rebuilt, towards which rebuilding the landlord paid for timber, for slates, ironmongery, and skilled labour, such as masons and carpenters. These men were, however, partly boarded by the tenant; the landlord did not pay one penny for hauling, the stone mostly was hauled from the sea shore a mile off, and up a steep hill; nor did he pay for unskilled labour, —those who attended to the masons, and so on My father also built hedges all over the farm; thousands of loads of stone, during his lifetime,

Sir *John Llewelyn*—continued.

were carried for facing and making these hedges, and they were put into a condition so that they would last for generations with a little care, the land itself, at the same time, receiving attention by draining, liming, manuring, and so on. Mr. Thomas Lloyd died about 1870.

48,046. Is that Mr. Lloyd, of Nantgwyllt?—Yes.

48,047. That is in Radnorshire?—Yes.

48,048. But he had an estate down here?—He had, Sir John. Mr. Thomas Lloyd died about 1870 and my father died in 1873. Then my mother took on the farm. Mr. Robert Lloyd, who succeeded his father, was also a good landlord, but, unlike his father, could not speak to his tenants in Welsh, and being one of a family of four or five, he was probably not in such a good financial position as his father. He had the whole of his estate revalued in or about 1874, by a stranger to the neighbourhood, who came down in the spring of the year, when the land looked at its best, as in the summer time it gets burnt up, and especially in dry summers. Right up to the time of the valuation the farm was kept in first class condition, both as regards buildings (several of the smaller having been erected without a penny of contribution from the landlord), and as regards the land with respect to liming, manuring, and so on, that was steadily kept up, and the hedges and drains were kept in repair. The result was that the valuer recommended the rent to be raised from 60*l.* a year to 119*l.* 10*s.* a year. Mr. Lloyd very kindly took off the 9*l.* 10*s.* fixing it at 110*l.* Then he also made a little reduction in that after a few years. I consider that my mother, for the time that she remained there, and afterwards my brother who succeeded her, had to pay in rent the penalty of my father's good farming. No other farm in the neighbourhood, or on the estate, was raised in anything like the same proportion.

Mr. Robert Lloyd, in 1889, sold the whole of his Cardiganshire estate, and I bought the old nest for my brother William to live at, but of course I bought it in open sale, and I had to buy on the basis of this increased rental. Thus the purchase money paid by me to Mr. Lloyd was, on account of my father's and mother's good farming, nearly double what it would have been if they had been incompetent farmers.

I would, with your permission, like to draw attention, very shortly, to the case of another brother of mine, Captain David Thomas, a retired master mariner in good circumstances: he took the farm of Pentre, on the same estate, I believe, in the year 1880; he spent a good deal of time and thought in improving the buildings, and in liming and draining the land, constructing altogether over 6,000 yards of drainage. He lost, for the first two or three years, about 70*l.* a year, that is to say, he spent it on the ground, afterwards gradually reducing this, so that during the last couple of years of his tenancy, the farm paid, or perhaps a little more than paid, for itself. In 1889, this farm, being on the same estate, it was also put up for

Sir *John Llewelyn*—continued.

sale; my brother was the highest bidder, but it was withdrawn, and the only compensation he had was a compliment from the auctioneer, who had also been valuer, to the effect that he was the best farmer on the estate. He received no compensation otherwise. It was afterwards sold privately, and now I believe it is let at 35*l.* a year. That is about all I have to state.

48,049. I do not understand your brother's case. Do you not think the Agricultural Holdings Act gave him perfect protection?—I have thought so since, and I believe, possibly, if my brother had been well advised, and had cared to venture into it, that he might have been protected; but there is in this neighbourhood, and I believe in other neighbourhoods also, a fear of litigation in regard to that matter, because they are advised by solicitors as a rule that it is throwing good money after bad.

48,050. I do not believe it is generally known, but the Agricultural Holdings Act does give protection on behalf of a tenant who drains. All he has to do is to give his landlord notice?—That is the point.

48,051. Then in case of a sale, or in case of disturbance, he has a right to have his money back?—That is just it, but my brother thought he was there for life; in fact, I wish to repeat very emphatically that he was in the hands of a very good landlord. Mr. Lloyd is very much respected.

48,052. But even a good landlord may do injustice by selling his property?—Yes, circumstances may arise which cause him to think it wise to sell.

48,053. Your evidence goes to show, I think, that practically the provisions of the Act are not taken advantage of?—They are a dead letter in this county at any rate, Sir John.

Mr. *Grove.*

48,054. You spoke about the valuer visiting the farm at a favourable time?—That is so.

48,055. Then in your opinion, I suppose a valuer should visit a farm and look over it at two different seasons?—I do think so. This farm is extraordinarily deceptive. It is of a rather rocky formation, and in the spring of the year, on a day like this, for instance, it would look infinitely better than on, say, a day in July, when it gets burnt up very quickly. It is close to the coast, where the dry winds come and scorch it up.

48,056. Have you any idea at all as to how much was expended on this farm in improvements?—Do you mean my father's farm?

48,057. Yes, at the time that the family entered into it?—I could not say that I have an idea.

48,058. It was a large sum, I suppose, altogether?—It was the labour of a lifetime. The valuer said it was a much better farm than the surrounding farms. It was in a much better condition.

48,059. Was it the auctioneer who said that, or the valuer?—That refers to the valuer in the case of my father's farm.

Mr. *Grove*—continued.

48,060. Does that go to prove, as I suppose it would, that there had been so much labour and so much money expended on the farm, that it was in distinctly better condition than the surrounding farms?—It unhesitatingly proves that, because I emphatically say that at the time my father took it it was not much better than a sheep walk.

48,061. Therefore, when you bought it, you had to pay over again for the money and labour that your father had expended upon it?—Exactly.

48,062. There is one other question that I will trouble you with. From your knowledge, and probably from conversations with your father, do you think that political or religious differences did cause in years gone by, or do cause even now, any serious unpleasantnesses between landlord and tenant?—My memory does not carry me further back than the election of 1868. My father died in 1873. I do very clearly remember that in 1868 Mr. Lloyd was down here, and had sent word, or himself called, on a great number of tenants desiring them to vote for the Conservative candidate. My father was a Nonconformist and a Liberal, and a few of the tenants put their heads together, and the most they could do—they were afraid to go any further—was not to vote at all, so that it was really a condition of fear and serfdom, and they dare not give expression to their political convictions.

48,063. Would you say to-day that there is more or less suffering of the kind still?—I have no doubt of it, although I am not quite so much in touch with the neighbourhood now as I was some time ago.

Mr. *Griffiths.*

48,064. You speak of several failures on this farm before your father got into possession of it?—That is so.

48,065. The tenants could not pay the amount of rent?—They could not pay the amount of rent.

48,066. Is this a farm which I think I have been through many years ago, that is between here and New Quay?—It is about half way between Aberayron and New Quay.

48,067. On the right-hand side?—On the right-hand side going down.

48,068. It is rather hilly ground, is it not?—Yes, it is hilly ground.

48,069. And very apt to scorch up in summer-time?—Yes, it is very apt to do so. It gets scorched to *lliw cadno*—the colour of a fox.

48,070. It would take a shower of rain every day to keep it green?—Yes.

48,071. And it is very deceptive to a stranger?—Yes; coming there in the middle of the spring, you would go away with a totally different conception of it than in the summer-time.

48,072. You spoke of a valuer who went there. What was his name?—Mr. Blathwaite.

48,073. I knew Mr. Blathwaite whom you refer to. He is dead now. Did he speak

Mr. *Griffiths*—continued.

emphatically about the value of this farm?—I cannot remember. I think he came in and peeped at the corner of a field, and walked away to the next, and so on, and he only saw the farm on one occasion.

48,074. You spoke of carting some stones; that was down from the quayside, I suppose—going down the hill and then bringing them up?—Yes, going down a steep hill and bringing up many loads.

48,075. Hundreds of loads?—Thousands, I should say. I put down hundreds in my statement, but my brother, who is older, and who knew the farm better than I did, and also a neighbour, said, "You put in thousands, and you "will be then on the right side."

48,076. That was not only for building, but for hedging?—Yes, for hedging.

48,077. It was very expensive work?—Very expensive work.

48,078. It was a great advance, from 60*l.* to 110*l.*?—Yes, it was 100 per cent., all but half-a-sovereign, on the original valuation.

48,079. Then you say that you cannot speak as to the probable amount of draining?—Really, I could not. I am sure you could form a better opinion than myself.

48,080. That must have been expensive?—That is so.

48,081. Have you any remedies to suggest for the bad state of things?—There, no doubt, comes in a difficulty. I am in favour of the establishment of a land court, if it could be established on reasonably cheap terms. At present Admiralty disputes are settled, I believe, by the county court judge, assisted by two assessors to advise him on technical points. Those assessors, I believe, are appointed by the Board of Trade. I would throw out a suggestion that there should be something of the same sort with regard to agriculture, namely, that a thoroughly impartial tribunal should be in existence to be appealed to if necessary. I would not be in favour of the county council making these appointments, for instance. I think it would be better to have thoroughly outside influence. I believe, however,—I want to be as fair as I can—that five-sixths of the tenants are now better treated, or as well treated, as they would be if this court were in existence.

48,082. Quite so?—But there are a few hardships which I think would be remedied by such a state of things. It would give the tenants, I think, the feeling of fixity of tenure, which is one very good thing, and also a feeling somewhat of independence.

48,083. I suppose you agree with the last witness, that if they had security of tenure they would farm their land better, and make the land produce more?—Without a doubt. My father had that feeling, and if it had not been for the ultimate sale he would have been all right. Still, his rent was raised, and that was the hardship.

Mr. *Grove.*

48,084. I gather from you, as to a land court, that you think that most of the landlords and tenants would agree between themselves mutually, without going to the land court?—If the tenant felt that there was something like that behind him he would be more comfortable, and, speaking as a miniature landlord myself, I may say that I think it would be a comfort to the landlord himself, because the tenants are sometimes, it may be, unreasonable, and perhaps they are unreasonable as often as the landlord. I do not say anything about that, but I think it would be mutually to their comfort.

48,085. I suppose you would want an effective but a cheap machinery?—I think it is essential that it should be cheap.

Sir *John Llewelyn.*

48,086. You bought your farm for your brother?—Yes.

48,087. He is your tenant now?—He was until his death, and now his widow is the tenant. He was killed some time ago.

48,088. Do you own any other land besides that?—I do. I have about 1,000 acres, mostly in this county.

48,089. Have you had any difficulty yourself in dealing with your tenants by freedom of contract?—I have not.

48,090. But you think there is a certain proportion of the tenantry in this country that requires protection from bad landlords?—Yes, I do, and perhaps landlords from bad tenants sometimes, when the tenants get misbehaving themselves—drunkenness, or what not.

Sir *John Llewelyn*—continued.

48,091. How do you think security of tenure is best obtained—by leases?—I really cannot say that I have given very much attention to such a subject, but I should say, on the face of it, by leases.

48,092. Are there many leases in this neighbourhood?—I think not.

Mr. *Griffiths.*

48,093. You purchased some land, Dr. Thomas; do you find the transfer of land rather expensive?—Terribly so.

48,094. Do you not think it would be a good thing if we could get a cheaper way of transferring land?—Yes. I find dealing with lawyers in any way is very expensive.

Sir *John Llewelyn.*

48,095. I made a particular note that your idea of a land court is that it should be a cheap one?—I think so, strongly.

48,096. There is one question handed in by Mr. H. L. Stephen. "Do you mean to say that "Mr. Lloyd would have injured any tenant "because he voted contrary to Mr. Lloyd's "wishes?"—Well, he took rather a prominent part in the election of 1868, and created the impression of dread amongst farmers to go against his wishes.

48,097. That was in the days of open voting?—It was. But I should trust the late Mr. Lloyd, or the present Mr. Lloyd, when they were landlords in this district, as soon almost as any landlord I have ever heard of; they were thoroughly good men.

The witness withdrew.

Mr. James Caradog Jones called and examined.

Sir *John Llewelyn.*

48,098. Are you Mr. J. C. Jones, of Llanarth?—I am.

48,099. Will you kindly state to the Commissioners what it is you wish to give evidence upon. Is Llanarth near here?—It is 4½ miles away.

48,100. Is it upon the road which we came along this morning from Lampeter?—No.

48,101. Which way is it, inland?—It is about 2½ miles from the sea.

48,102. It is a large parish?—It is one of the largest in the county.

48,103. I think it is one of the very few places in Wales that I have never been to before, and I do not know the district sufficiently well, so that I did not quite know where it was. Now that I have the position I am better able to follow your evidence. Will you kindly state what it is you wish to say?—During the last 24 years all the large landed proprietors, with two or perhaps three exceptions, have sold parts or the whole of their estates in the parish of Llanarth (which measures about 6 miles by 8, or to be exact 14,405 acres), which has tended materially to deteriorate the quality of farming in the parish

Sir *John Llewelyn*—continued.

and, indeed, outside it in the neighbouring parishes. Some exceptions may be cited, viz., the freeholders, leaseholders, and a few others who have not lost all faith in their landlords. The Agricultural Holdings Act of 1883, is a dead letter to all intents and purposes. The population has declined in the last decade from 2,001 to 1,850—80 cottages at least have been allowed to fall into ruin during my recollection. Of these 80, 17 of them were on the Llanina estate alone, which comprises but a comparatively small area. As a member of the sanitary committee of the Aberayron Board of Guardians, I can testify that during last year many complaints were brought of farms and cottages being in an insanitary and uninhabitable condition, and it has been the committee's duty to issue notices to several landlords that unless the same were attended to forthwith, steps would be taken to have them remedied. Although great progress has been made of late years in regard to better buildings, I venture to say some landlords house their dogs and horses better than they do their tenants. The fare of the tenants as a class is hard, and I am almost sure, if I

Sir *John Llewelyn*—continued.

commenced describing the same, it would carry on the face of it the air of exaggeration. The chief meal of the day is *cawl*, or broth, with bacon or dried beef and potatoes. Fresh meat is out of the question. Labour is very scarce, and more than that, farmers have no money to engage what there is. The pay of farm-servants ranges from 6*l.* to 14*l.* for girls, and boys above 14 1*l.* for every year of age, *i.e.*, a lad of 15 years old would get, as a rule, 15*l.*, and strong young men would get from 18*l.* to 24*l.* Labourers by the day get 1*s.* to 1*s.* 4*d.* and food, and those on their own food from 10*s.* to 15*s.* a week. Charwomen for in and out door work get from 10*d.* to 1*s.* a day and their food. Many young men leave for the works in Glamorganshire, because of the better pay they can get. There are many of our best workmen and small farmers who go to Glamorganshire and come home at harvest time. They leave their families here, because they see it is a better place to rear their families. Many of them tell me how happy they would be with small holdings in the country in preference to better earnings in the different industrial centres. Some years ago reformatory children were imported pretty freely into the district, but many farmers are of opinion that their services are dearer than what can be got at home, even if more money has to be paid, and they seem now to pause and consider as to what may be the result of such importation on the future morals of the district. Farmers with no families find it most difficult to pay their way anyhow, but those that have children growing up, who are able to do without the services of any outside their own families, do better, but it is at the cost of their children, and I hold that the lot of the children of farmers is harder even than the servants who are paid for their services. It is next to nothing these children get when they start in the world for themselves. When I heard the Land Commission was coming into our district I hoped it would come to Aberayron from Cardigan, Llandyssul, or Newcastle Emlyn by road. In this I have been disappointed. They would then have seen a state of things which I believe would be impossible for anybody to describe and convey to you a just estimate of the condition of the land. Generally there is much poor land, so poor that it would take a person with much faith to hope to make it pay; but it is certain that there is a great deal of good land if brought into cultivation. The landlord will not do so; the tenant cannot dare do so, because he knows if he does he will have to pay an enhanced rent (judging from past experience) on his own improvements. Those farmers who have in the past improved their holdings have had to suffer through their rents being advanced, and the gross estimated rentals also put up for rate-collecting purposes. A valuation was made of the Aberayron Union about six years ago, when those who had improved their holdings had their gross estimated rentals advanced, and those who had neglected their holdings received reduction. I have taken particular notice,

Sir *John Llewelyn*—continued.

lately, how careful the tenants are in these days not to undertake anything but remunerative work. I do not think the Celt is so heedless of beauty, as can be seen in the surroundings of villagers' homes who do not depend on tilling the soil for their livelihood, as to leave their hedges and the environments of their dwellings untrimmed and unkept, but at present every effort must be utilised for making the farms pay. There is a great land hunger in the district, and until some remedy is found for bringing some hundreds of acres into cultivation now lying waste, this is likely to continue.

Next I wish to refer to the political evictions of 1868 which took place on the Llanina estate, and before proceeding I beg leave to quote a letter written by the late Mr. C. R. Longcroft to his Carmarthenshire tenants under the date of November 20th, 1868. That letter is as follows:—"I received "a memorial yesterday, by post, with the "names of my tenants in Carmarthenshire "attached to it. Yours being the first in the "list, I shall address my reply to you, and "request you will make known its contents to "those hereafter named. I cannot allow it to "pass without remarking upon it, and first of "all I must express my surprise at your making "any difficulty in complying with my request "conveyed by Mr. Bowcott, who was authorised "by me to ask you to vote with me for Messrs. "Jones and Puxley. As I am better acquainted "with you, from seeing more of you than I am "with my other tenants, and from all you have "professed for me, I feel surprised you should "not have set a better example. Many, if not "all my tenants, have lived with me for many "years, and upon terms of confidence and good "will, and the continuance of such good under-"standing ought to be the aim as long as the "connexion between landlord and tenant con-"tinue. The severance of such good feeling, I "fear, is the object of teachers who mislead "them. As I said before, it is not desirable "that a breach of confidence should take place "where none existed before. I rarely, if ever, "asked you or either of you to do anything for "me, and as circumstances, from time of life, "may prevent my ever asking you again a "similar request, and as you well know my "wishes, I certainly expect you will vote with "me for those gentlemen. I am your well-"wisher, C. R. Longcroft. To John Jones, "E. Williams, Dd. Francis, J. Owen, W. Wil-"liams, and Evan Jacob." The result of this reply to the memorial by the tenants was that five voted for the Conservatives and one for the Liberals, and this one had to leave his holding.

The Cardiganshire tenants living in the parishes of Llanarth, Llanllwchaiarn, Cydblwyf, and Llanina were canvassed by the said landlord, C. R. Longcroft, Esq., himself, and his farm bailiff, who were not backward in using threats if any of the tenants showed unwillingness to vote according to their landlord's wish, with the result that in March 1869, John Davies, Gofynachfach, William Richards,

Sir *John Llewelyn*—continued.

Rhydalen (a son of his former farm bailiff), and Morgan Jones, of Cefngrugoesfawr (an uncle of mine), were served with notices to quit, and quit they had to, in the following September, as threatened before the election. These men were as good farmers as any on the estate; they had to leave without any compensation for the improvement made by them. In 1868 there were about 20 Nonconformist tenants on the estate to five Conformists, but the process of elimination had taken place gradually, but surely, until in 1890 there were eight Nonconformists to 16 Conformists. For about 19 years from 1871 there were only two exceptions to a Nonconformist having a farm on the Llanina estate, and those were two sons of the old tenants who had held farms on the estate for long periods. About 1878 two tenants changed from chapel to church quite suddenly; I shall leave you gentlemen to divine the reason. I would further draw your attention to the fact that I once went to Mr. C. E. Longcroft, as a J.P., who lived then within a quarter of a mile to my house, to have some proxies in liquidation signed, when he demanded 1*s.* 6*d.* towards the Church Defence Association for so doing, which I considered at the time a joke, but rather a coarse one. In about 12 months afterwards I went again to sign a document which required to be attested before a magistrate, which he refused to attest because I had not paid the money to the Rev. D. J. Jones, the vicar of the parish. The matter was reported to the Lord Chancellor, and he was reprimanded. My authority for this last statement is L. P. Pugh, Esq., Abermaide, the then member for the county. This happened about 1884.

On the Llanina estate the solicitor who acts as agent charges for the copy of agreement prepared for the landlord about 15*s.*, and another 10*s.* if the tenant requires a copy for himself, and owing to this charge very few tenants care to have a copy, as it is, in their opinion, too dear a luxury. In most cases where permanent improvements were made, such as buildings, by the late C. R. Longcroft, Esq., an advance of 5 per cent. was added to the rent, and when C. E. Longcroft, Esq., lived at Lon, the tenants were expected and did cart coals free of charge.

With your permission I beg leave to refer to the Penrhiwgaled estate, in the parishes of Llanllwchaiarn and Cydblwyf, bordering on the parish of Llanarth, as I have been pressingly requested to do so by several farmers in that district. It is a well-known fact that no Nonconformist need apply for a vacant farm on that estate, as all vacancies during the last 20 years have been filled by Conformists, and in four cases the new tenants on entering their tenements left chapel for church.

To remedy the existing evils in the present system of land tenure, I am of opinion that:—

(1.) The law of distress for rent should be abolished; this would materially make the landlord more particular as to the character of his tenants, and not seek the tenant that would promise to pay the highest rent, many tenants

Sir *John Llewelyn*—continued.

now, to my knowledge, borrow money to pay their rent, and are noted, as a class, for long credit.

(2.) Longer period of notice to quit on both sides should be given, say three or five years, provided rents are paid regularly, but by mutual agreement after or on receiving notice to quit, the notice to terminate at any date.

(3.) A land court to fix fair rents based on the average prices of agricultural produce, and to secure to the tenant compensation for improvements made during tenancy.

(4.) Light railways.

(5.) Government to lend money for tenants to buy their holdings on similar lines as now in force in Ireland.

48,104. Are you a farmer?—I am a country shopkeeper and a postmaster, and I do not know what else.

48,105. You are the son of a farmer, perhaps?—I am the son of a farmer. My father commenced business as a shopkeeper when he was 33 years of age; failing to get a farm he turned to shopkeeping.

48,106. Which do you find the most profitable?—I have never farmed myself at all.

48,107. You tell us that there is at present a land hunger, in spite of the difficulties under which farmers are labouring?—Yes.

48,108. You consider that greater security of tenure ought to be obtained, and you subsequently explain that by making a suggestion of a longer notice to quit. Do leases operate; are there many leases?—Very few.

48,109. Do you think that is a good system or a bad one?—A bad one.

48,110. You think that the system of leasing is a bad system?—That is my opinion.

48,111. Why do you think it bad?—For this reason: Assuming a tenant gets a lease, say, for 21 years, he does all he can to improve the farm for the first 14 or 15 years, and then he would do all he could to take out of the farm what he had put in; that is my opinion.

48,112. Is your opinion based upon what you have observed in other countries; for example, the Scotch system is, I believe, a system of 19 years leases?—I could not offer an opinion as to that.

48,113. Do you base your opinion that a tenant would treat the landlord as you have described, upon any personal observation of your own?—I know that there would be a temptation for him to do it.

48,114. It would be scarcely fair to the landlord if that was done, would it?—It would be unfair, and it would be worse for the community than for the landlord.

48,115. I do not quite follow you; you think that a longer period of notice to quit, say, three or five years, would obviate that difficulty?—In many instances it would. It would give the tenant an opportunity to get some return, while he fails altogether to do so now.

48,116. Take it at the maximum time that you suggest yourself—five years; if a landlord said at the end of five years, "I should like to

Sir *John Llewelyn*—continued.

take the land up," what is to prevent the tenant from running the land out at that time?—If he has limed it, and if he has improved it, he ought to have the benefit of his improvements.

48,117. I think we are all of opinion that he ought to have the benefit of his improvements in that way. Do you not think that he would get that under the Agricultural Holdings Act?—That is quite a dead letter in the district; they do not know anything at all about it. There were some cases down Aberystwyth way where there was litigation over the matter, and that sort of news travels very fast. In those cases of litigation the matter was referred to an arbitrator, and before they could take up the award they had to pay more costs than the award itself.

48,118. Have you had any experience of arbitration?—None.

48,119. Perhaps that is because you think it expensive. You have not had any experience of it yourself?—No.

48,120. Has there been any in the neighbourhood?—No.

48,121. I should be very glad if there could be devised some form of arbitration that was not expensive?—The cheaper the better.

48,122. Certainly. Do you think that the Agricultural Holdings Act has been a dead letter because of the expenses attaching to it?—There is one very great detriment to the Agricultural Holdings Act, a sitting tenant cannot claim compensation; if there is an advance in the rent he would have to leave before he gets compensation, and I think that that is very wrong.

48,123. The compensation is for improvements made, it does not mention rent, I think; it is compensation for improvements done upon the land?—Yes, but presuming the landlord gave a notice to the tenant to advance the rent or leave, he is on the horns of a dilemma, and of course if he prefers to remain he will not get a penny for his improvements, although his rent is advanced.

48,124. Have there been any capricious evictions since the year 1868?—They try to take care now to get Tories or Conformists, so that they need not turn them out, and, as a rule, that is so. Mind you, when I give my evidence I do not want to say that they are all bad, but I have cited cases by which I think, having given a list at the end of my evidence, I am able to stand to it.

48,125. You think there are some changes in tenancy which have not been actuated by improper motives?—Yes, I do not accuse them all.

Mr. *Griffiths.*

48,126. You say in your evidence that there are still some farmhouses and cottages which are in a rather insanitary condition in this part of the world?—Yes.

48,127. Did the board of guardians send down inspectors to visit those places?—Yes.

Mr. *Griffiths*—continued.

48,128. Did they suggest any remedies?—Yes. The remedies have been carried out. I mean to say they have been put into a somewhat better condition.

48,129. Still, there is room for more improvement?—Oh, dear, yes.

48,130. Then you consider that servants wages, both of men and women, have advanced very much?—Not too much.

48,131. In the case of farm servants?—Yes, they have been advanced.

48,132. How do you account for farmers that have no family finding it difficult to pay their rent?—Because they have to pay for labour.

48,133. Then they have not the means to pay for the labour that is employed on the farms?—No.

48,134. I daresay you hear the farmers complaining that more labour could be expended on the farms to advantage if they had the means of paying for it?—Yes.

48,135. I think you mentioned, with regard to Mr. Longcroft, a person of the name of Mr. Bowcott. Who was this gentleman?—He was some agent, I suppose, who was employed. I believe he was a clergyman.

48,136. Do you consider it is still difficult for a farmer to vote unless he votes along with his landlord, and that even the Ballot Act does not make him so free as he would like to be?—When he votes he is perfectly secure if he holds his own tongue, and does not keep bad company.

48,137. I do not quite understand you now?—Of course, they know perfectly well that they can vote, and that they are perfectly safe with regard to the vote. They believe in the ballot, they have had plenty of experience of it; but a man is despised if he goes with the wrong company.

Mr. *Grove.*

48,138. But that is his fault, is it not?—I am not accusing now the Liberals any more than the Conservatives.

48,139. But you say that if a man keeps his own mouth shut, nobody need know how he votes?—Yes.

Mr. *Griffiths.*

48,140. Is it a fact that there are some still who do not like to vote at all?—Yes, there are some.

48,141. You say you are a grocer. How do you find the money coming in at present; is it rather difficult to get money?—Wretchedly difficult.

48,142. Has it been so of late years, or since how long?—Say the last eight or nine months, things have been very bad. I have been in business now for over 30 years, for myself and with my father, and the nearest approach to these bad times was in 1880, but they are worse now than they were then. I might, perhaps, say this, that we feel the depression later than in towns, but it lingers longer with us.

Sir *John Llewelyn.*

The Secretary will now read the list of names that has been put in by the witness. I think it ought to be read out. It shows the farms where changes have taken place between 1868 and 1890 also showing where the tenants of the farms have been changed from Nonconformists to Conformists, in some cases there being no change.

The following list was then read :—

List of Farms on Llanina Estate, showing Religious Convictions of Tenants.

In 1868.	Farm.	In 1890.
Nonconformist	Esgeronen	Nonconformist.
Conformist	Lôn	Conformist.
Nonconformist	Penclawddffin	In ruins.
Nonconformist	Penrhiwlas	Nonconformist.
Nonconformist	Gofynachfach	Nonconformist.
Conformist	Goitre	Conformist.
Nonconformist	Rhydfallen	Conformist.
Nonconformist	Gelli-isaf	Conformist.
Nonconformist	Gelligenlas	Conformist.
Nonconformist	Pantlleinau	Nonconformist.
Conformist	Penlan	Conformist.
Nonconformist	Llwynon	Nonconformist.
Nonconformist	Cilgynllefach	Conformist.
Nonconformist	Cefngrugroesfawr	Conformist.
Nonconformist	Rhydalen	Conformist.
Nonconformist	Penllwybr	Nonconformist.
Nonconformist	Motigido	Conformist.
Nonconformist	Berthlwyd	Conformist.
Nonconformist	Bwlchcefn	Nonconformist.
Conformist	Cefnesgeronen	Conformist.
Conformist	Cwmcapedward	Conformist.
Nonconformist	Rhydypynan	Conformist.
Nonconformist	Tŷnyparc	Nonconformist.
Nonconformist	Frongoch	Conformist.
Nonconformist	Golden Lion	Conformist.

Sir *John Llewelyn.*

48,143. I think you told me before that you did not assert that in every one of those there was a change made for the purpose of a change in the religion of the tenant?—No, in some it was not so. You see, in some cases there was a determination of the tenancy when the tenant died, and when the vacancy occurred, perhaps the preference was given to a churchman. I simply state the fact that that estate is in that condition now. I do not impute motives, but I simply state the facts; I let you draw a conclusion.

48,144. Does not it show an increase of Church feeling in the district?—Yes, strongly so, and those are the grounds upon which the Church is said to prosper in Wales, by refusing Nonconformists farms and giving them to churchmen.

48,145. Although you gave me the answer that you do not impute motives, it seems to me that you do impute motives?—No, excuse me, Sir John; I think that I should make that clear; I do not say that they were turned out for the sake of making room for Conformists.

48,146. I am sure I do not want to do anything unfair to you, but I only wish to get from you what your contention upon these figures is?—Yes.

Mr. *Grove.*

48,147. When an agreement is entered into, do you think that the tenant farmer should have a copy of that agreement supplied to him?—From a business point of view I think it is not right that he should be without a counterpart of the agreement.

48,148. And that he should have it free of cost?—No; what I say is this, if he wants a copy perhaps he should pay for it, but why, in the name of fortune, should the tenant pay for the landlord's agreement?

48,149. The agreements, generally, are drawn up in a settled form in print, are they not, and they are filled up with the names?—No.

48,150. They are not?—No.

48,151. You do not know of those sort of agreements?—No; all those that I have seen are written.

48,152. Do you think that if the Agricultural Holdings Act was printed in Welsh, or a summary of it made in Welsh, that it would be of more service?—It might be of more service, and if it was improved it would be of more service still.

48,153. Are there any farmers' clubs, or is there any co-operation between the farmers at all?—None at all, and that is the worst of it.

48,154. Then you say that years ago there were large numbers of sales in this district?—Yes.

48,155. You consider that there should be complete compensation made for improvements effected by tenants?—Yes, and I think evidence will be given to-day to show you among how many there is suffering by reason of that, and how much suffering is caused by that.

Sir *John Llewelyn.*

48,156. The following questions are put in by Mr. H. L. Stephen: "Who is the owner of the "Penrhiwgaled estate, I mean the second estate "you mentioned, where no Nonconformists are "taken as tenants?"—I do not quite know who he is; he is a Mr. Evans, or Captain Evans, or Lieutenant Evans, or something like that; he lives near Llandyssul now.

48,157. "You have given us a list showing "the change of religious opinion of the tenants "on one estate; can you give us any similar "account as to the district generally?"—You see that is outside my parish, and it was only a day or two ago that I got that information. But I will give you the names of those, to my knowledge, that turned to the Church, if you like. Of course I could not give you the particulars in the same way as I have given them upon that estate, but I will supply them later on with pleasure, if necessary.

48,158. The following question is handed in by Mr. Evan Thomas: "What are the changes "in tenancy mentioned by you as having taken "place in the farms?—I have read that out in plain language, I think, I have given that information in my statement.

The witness withdrew.

Mr. Evan Thomas called and examined through an Interpreter.

Sir *John Llewelyn.*

See 43,679.

48,159. What are you?—Farm bailiff at Llanina.

48,160. You wish to rebut this evidence?—Yes, I wish to show who may be a Conformist, and who may be a Nonconformist. He has said that no one is allowed to have a farm on the estate unless he is a churchman.

48,161. That is not what he said?—I say there was nothing of that with us.

48,162. Is it the case now?—No.

48,163. I think, according to Mr. Jones's own statement, there are several Nonconformists on the estate now?—Yes.

Sir *John Llewelyn*—continued.

48,164. He said so. Do you wish to rebut anything else?—I do not wish to rebut anything else. I am a Nonconformist myself, and I have been on the Llanina estate for the last 38 years, and they never asked me to go to church at all.

48,165. Mr. Stephen puts this question: "Is "there any ground for the allegation that "Churchmen are preferred to Nonconformists "on the Llanina estate"?—I cannot say less than that.

The witness withdrew.

Mr. John James called and examined through an Interpreter.

Sir *John Llewelyn.*

48,166. You are Mr. John James, and you are a freeholder, living at Synod Parc, Llanarth, but you were previously a tenant farmer?—Yes.

The witness's statement, which was written in Welsh, was translated by the Interpreter as follows:

The evidence of John James, Synod Parc, Llanarth: I was brought up from infancy on Pantgwyn, a holding at that time in the possession of the late John Lloyd Davies, Esq., Blaendyffryn and Alltyrodyn, being 137 acres in extent, for the most part high land, and poor soil. My father took this holding in the year 1838 for the yearly rent of 56*l.* When my parents came there the buildings were in a bad state, and the hedges were just the same, but as my father was a carpenter, and that according to his agreement he was to receive timber for repairing the buildings, he succeeded to keep them up for 15 years. In the year 1853 the landlord decided to have new buildings in an entirely new place, and he told my father that he would have to haul everything towards them, and he would acknowledge this in the end. We were obliged to carry everything towards them, two miles distant at least,—600 loads of stone and sand, and everything which was remaining in the old buildings. We had to put up the walls round the new buildings without receiving as much as a penny for them, although the landlord had promised differently. And worse than that, before the buildings were perfectly finished the owner sent a valuer to value the whole estate, and our rent was raised 4*l.* a year more. We were dissatisfied at the outset with this, but after a few years we got to feel better. The new buildings were very much better than the old ones, trade had improved a great deal, and we, as children, as well as my father and mother, worked hard, paying but little in wages. About this time our old landlord died, and the estate was thrown into Chancery, so we had quietness and peace for 15 or 18 years. During that time we managed to make a little money over and above our liabilities. In the year 1870 my father died, leaving the care of the holding to my mother and myself. By this time the heir of the estate had come of age. On the first 25th of March after the burial of my father we received a notice to quit, and immediately the same valuer came over the land, namely Mr. Blathwaite, and he raised the rent 10*l.* yearly, making the total 70*l.* We had to agree to this, or to leave, and we signed a very stringent agreement this time, thinking that we undoubtedly would have peace for ever after this. Exactly five years afterwards we received another notice to quit, and another valuer came there, and our rent was raised 8*l.* yearly. Now the rent was 78*l.* instead of 56*l.*, as at first. We re-took the place again, and signed another agreement as formerly. I have a copy of that agreement in my possession now. [*Agreement handed in.*] We were by this time quite discouraged, and saw that we could do no good there. About the year 1880 the whole estate was sold, and my mother and myself had determined to buy Pantgwyn if we could get it at anything near what it was worth, anything that would pay us, owing to the trouble and cost which we had incurred to make our holding a little tidier than any other holding, I can assure you, in the district. The reserve price was placed too high for us to do anything with it. In our hardship we determined to buy Synodganal, on the same estate. We saw it was a little more reasonable in price than Pantgwyn, although it was there we had set our hearts, and we had intended to spend the rest of our lives. We made a mistake in buying this place. The prices given for land were too high by far at that time, as we, to our sorrow, have understood by this, and we wasted a good deal of money.

In the face of all these things it is obvious to anyone that we want a change in the method of holding land. It has been very uncertain during the years that have gone by.

Mr. *Grove.*

48,167. Your rent was raised from 56*l.* to 78*l.*?—Yes.

48,168. Do you consider it was raised because of the improvements you had made upon the land?—Yes, to a great extent.

Mr. *Grove*—continued.

48,169. You put in a copy of an agreement. Do you object to any of the clauses in that agreement?—Yes, I do object to some of the clauses.

48,170. Have you marked those clauses that you object to?—No, I do not recollect that I marked them.

48,171. Do you regret having bought your farm?—Yes, I have stated that the place was very high rented at that time.

48,172. Do you still owe money for that farm which you bought?—Yes, I owe money on it.

48,173. So that you would be glad if any scheme for the Government to lend money at a reasonable rate was brought about?—Yes, I should be very glad of such a scheme.

48,174. And you would like two things to be done, and to help those who are at present in debt because of buying their farms, and also to enable any fresh tenant farmers to buy their holdings as opportunity occurs?—I should be very glad.

48,175. What rate of interest would you consider it would be fair to suggest?—3*l.*

48,176. What rate do you pay now on the money that you have on mortgage?—Until lately I paid 4*l.*, but now I pay 3*l.* 15*s.*

Mr. *Griffiths.*

48,177. You say there was another valuer called in after Mr. Blathwaite. Who was that?—John Howell Thomas, of Carmarthen.

Mr. *Griffiths*—continued.

48,178. Did he advance the rent?—Yes, by 8*l.*

48,179. Is it a fact that you could not go on farming very well while you were having all these notices to quit?—No, towards the end I got quite tired of it.

48,180. Was it not whilst the estate was in Chancery that you had the most peaceable time and made the most money?—Yes, by far.

48,181. How much did the landlord expend upon this farm from the time that you paid 56*l* rent to the time that you paid 78*l.*?—All that he did was putting up a building. No more. I cannot say how much the building cost him.

48,182. Did he build a dwelling-house or outhouse?—A dwelling-house and outbuildings.

48,183. You consider the rent was too high after all?—Yes, it was too high by far towards the end.

48,184. Do you think it would be a good thing if you could go somewhere else to settle this matter of rent?—Yes, I think it would be a good thing.

48,185. Who would you like to settle it?—Indeed I cannot say.

48,186. There is a question put by Mr. Stephen: "Can you tell us how much a year "your father spent on his farm while he had "it for 56*l.*"?—I cannot say for certain, but I know that he spent a lot of money.

The witness withdrew.

David Evans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,187. You are Mr. David Evans?—Yes.

48,188. And where do you live?—Pantteg, Llanllwchaiarn.

48,189. We will have your statement read?—If you please.

[The witness's statement, which was written in Welsh, was translated by the Interpreter, and read as follows]:

Evidence of David Evans, of Pantteg, in the parish of Llanllwchaiarn, freeholder, previously tenant farmer:

I took a farm in the parish of Llandyssiliogogo, on the Pentre estate, Pembrokeshire, in October, 1855. Before I went there the holding was valued, and the rent which was asked of me was 38*l.* a year. I followed my grandfather and grandmother there, and their rent was 32*l.* a year. My relatives lived there before me for hundreds of years. The dwelling-house was rebuilt in 1861. I hauled all the stones, and all the other materials that were necessary towards this building without pay. In 1865 or 1866 another valuer came there, the result being that the rent was increased by 9*l.* yearly. I had no vote until 1868. Before that ever memorable election, my landlady's steward called yonder several times, and asked me to vote for Malet-Vaughan, Esq., the Conservative candidate for a seat in Parliament for the county, but I refused to promise. One of the last times that he came, I told him

Sir *John Llewelyn*—continued.

emphatically that I would vote for Richards, because I believed that he was a better man; "If you do," said the agent, "perhaps you will repent." The day of the poll came, and I voted for Richards. The following March I received notice to quit from my holding, and in spite of every effort, I failed to get it back. Sometime in July of 1869 I and my wife went to Mrs. Saunders Davies, to Pentre, and we had food ourselves, and food for the horse and every cordiality, but no promise for the holding. In going out, I met John Davies, my landlady's working bailiff, who was a Conservative and Churchman, who told me I would be sure to get a holding were it not for those devils of clergy and their wives who came there to worry his mistress. We were obliged to leave the place after making several improvements, and after hauling everything towards the building which I mentioned, without receiving even a penny for the improvements. I believe that the law should be so changed as to protect the improvements of the tenants for their own benefit; a land court for establishing a fair price between the landowners and the farmers, and when the farmers buys his holding, that the Government should lend money to him something in the same manner as is done now in Ireland.

48,189A. Where was it you were in 1868 when you got notice to quit?—Erwanfach, in the parish of Llandissilio-gogo.

Sir *John Llewelyn*—continued.

48,190. Under whom do you hold the farm now?—I bought the place.

48,191. What is the name of the farm from which you were evicted?—Erwanfach, Llandissilio-gogo.

Mr. *Griffiths.*

48,192. You went to considerable expense, did you not, to haul some materials to the buildings?—Yes.

48,193. When you did so you did not expect to have an advance of rent afterwards?—No, I did not think they would do that.

48,194. In consequence of your not voting as Mrs. Saunders Davies wished you to do, you were to leave without having any payment for hauling?—That is what I thought.

48,195. How many years did you enjoy it after you had done the hauling?—The buildings were put up in 1861, and I had to leave at Michaelmas of 1869.

48,196. When you went to your landlady, did she tell you that it was owing to your voting as you did that you would have to leave?—She did not say a word to me, but the agent came to me, and he said he was afraid that it would be so.

Mr. *Griffiths*—continued.

48,197. Do the clergy of the neighbourhood do much canvassing?—The clergyman influenced the landlady; he did not go out to canvass.

48,198. And if it had not been for the clergy, this bailiff thought you would not have to leave?—He said he believed that if the clergy and their wives did not trouble the landlady, that I should be left alone.

Mr. *Grove.*

48,199. Did you buy your present holding at a very dear price?—Yes, the price was high enough.

48,200. Did you buy it on purpose to have some place where you could feel secure?—Yes that was my object; so that I should not work for others.

48,200A. Do you regret it now?—No.

The witness withdrew.

Adjourned for a short time.

Mr. Evan Bateman called and examined through an Interpreter.

Sir *John Llewelyn.*

48,201. Is this the statement of your evidence, and is it correct?—Yes.

[The statement of the witness was read as follows:—

Evidence of Evan Bateman, tanner and currier, Castle Hill, Llanarth, Cardiganshire.

About 1876 I took the tannery in the village of Llanarth, and in consequence of my keeping a horse, I wanted land. I succeeded in obtaining a few fields, about five acres, and outbuildings from Mr. W. Rees, Llanarth, at a rent of 9*l.* When I first took the land it was quite out of cultivation. In a portion of a field the first year I put vetches and oats; they sprouted and that was all. In the second year I sowed barley and rye grass, but I did not receive more than three sheets' full of grain and straw; the soil was heavy yellow clay. After incurring considerable expense for lime and manure and old bark, I received notice to leave, and in the same portion of the field which I have described, I received 25 bushels of barley the year I left, about 1887. When I took the little place, I received a promise that so long as I paid the rent I should remain there, but a lease was refused me. The reason I was obliged to leave was because the landowner said that he wanted it himself. When I left the place undoubtedly it was double the value it was when I took it, but I received not a halfpenny of compensation for the improvements.

Towards the end of 1881 I took a field of three acres on the Llanina estate, close to the Llanarth village, at a public auction, for three years. At the termination of the three years I went to the landlord, C. R. Longcroft, Esq., and asked to have the field for the future like the other tenants, as it would not be of value to me unless I spent money on it in improvements, and the gentleman told me I should have it and welcome. With this promise I spent 14*l.* on it the first year, in lime, manure and labour, as well as much care in the following years. The field became more and more productive, and thrice as productive as it was when I first took it.

Sir *John Llewelyn*—continued.

On the death of C. R. Longcroft, his son, C. E. Longcroft, came into the possession of the greater part of the estate, and the first opportunity he had he gave me notice to leave, the only reason, so far as I imagine or know, was that I was a Liberal and Nonconformist, and there was a churchwoman who was asking for the place, and who received it. I determined, when I received this notice to leave the field, that I would not spend another penny on improvements for any landowner, and the first opportunity I had I bought two fields, and I am now free to do what I like with them—and thank goodness for that—without fearing the foolish whim of any landowner. I believe it is high time that the Government should prepare a measure of security for those tenants who are so open to be oppressed by the landlords and their agents, and the small agents who are ready to make mischief between the landowners and their tenants. Undoubtedly differences in language, religion and political views go a long way to make misunderstandings possible where there would be none if things were otherwise. I am afraid that bowing and scraping and tale-bearing is a necessary element in their tenants by some landlords.

I desire to give evidence in reference to my brother, John Bateman, who was turned out of his holding, called Ffinantuchaf, by Llanwnen, on Dolebach, or High Mead estate, the owner

Sir *John Llewelyn*—continued.

of which at that time was Mrs. Seymour Davies, the mother of the present Lord Lieutenant of Cardiganshire, because he did not vote as requested in the 1868 election. He was threatened that if he did not vote for the Tory candidate he would have to leave his holding, and he had to leave in accordance with the threat. My father had been farm bailiff in Dolebach, or High Mead, as it is now called, for 38 years, and the son was expected to be servile, but John refused to bend, and he was obliged to suffer in consequence, and he was obliged to live in a small house for some years. From there he went to Felin yr Aber, but afterwards had a holding of the name of Glantrenfach, near Llanybyther, from an old friend of his youth who had bought holdings in the neighbourhood. According to his taking of it he was to be allowed 14*l.* yearly for three years in order to pay for lime and other things, so that the holding might be brought into better condition, but the owner died before my brother went to the place, and the widow or trustees of the owner did not give him a penny back. Before long he found out that the place was too highly rented. He had four children old enough to assist him. He died last year, and his widow will have to leave the coming October, for the only reason that the rent is too high, and that she cannot get any reduction in the rent. I believe that the Government should prepare measures to protect the farmers from suffering wrong, on the same principle as that on which they have already provided against over-working women and children in factories and in mines.

Mr. *Griffiths.*

48,202. How much money do you think you would have saved if you had not spent it upon other people's land?—It was only five acres, and it cost me a good deal before I improved it.

48,203. You cannot fix the amount. Did you build at all upon this place?—No, I only improved the land.

48,204. Do you think that agents, as a rule, do much mischief between landlord and tenant?—I think that they are inclined to do that in order to please their masters. But it is impossible to please the agents with the gifts; they expect to get many gifts from the tenants.

48,205. Then, I suppose, they are not above receiving some presents from the tenants now and again?—Very likely.

48,206. Is it true that the one that brings most, generally fares best?—We have had room to believe that at times, we think so.

48,207. Is there any tale-bearing going on in this part?—They are not infrequent here.

Sir *John Llewelyn.*

48,208. I suppose the tales are sometimes to the advantage of the tenant, are they not?—It is very possible, sometimes.

Mr. *Griffiths.*

48,209. Is it true that the widow had to leave this place owing to the rent being too high?—Yes, I know that.

48,210. What means do you suggest to remedy that state of things?—I believe that, as was suggested this morning, the Government should have some means of fixing a fair rent, so that the occupiers should pay for their holdings. With regard to the farm on which my brother lives, he is assisted by four grown-up children, and they receive no wages for their work.

48,211. How large a farm is that?—I do not know how many acres it is, but the rent is 85*l.*

48,212. Are all those young men grown up?—They are 22 years of age and upwards.

48,213. What would you consider your brother would have to pay for those young men; how much would it cost him a year for each of them?—He has two sons and two daughters; the two sons would have 24*l.* a year each, and the two daughters would get 24*l.* between them.

48,214. How much in value do you consider they have from your brother in the way of clothing and pocket money?—They do not get what they deserve. They are almost without clothes.

48,215. I ask you how much?—About 5*l.* would quite represent what they now receive.

48,216. Then you consider that there is 15*l.* difference between what they receive and what they should receive?—Yes, there is certain to be. Two of them have left home; they have been unable to remain there because they did not get anything for their work.

48,217. But does not the father put this 15*l.* a year in the bank every year for them until they get married?—I have two or three times lent him money to pay the rent.

48,218. What becomes of this 15*l.* then?—It goes to the landlord, of course.

Mr. *Grove.*

48,219. Just one question; you seem to say that some of the agents are not above taking a present from the tenants?—I live near an agent, and I know that he took them; I cannot say more.

48,220. Do you think that the landlord would approve of it, if he knew about it?—No, I do not think so.

Sir *John Llewelyn.*

48,221. Mr. Stephen asks the following questions: "Has not the land which you have "taken generally been accommodation land"?—The land which I am renting?

48,222. The land which you rented, I suppose. It is not my question?—The land was near the village of Llanarth, and I had to pay double its value in consequence.

48,223. "Who was it who threatened your "brother before the 1868 election"?—An agent of Mrs. Seymour Davies, of Dolebach.

The witness withdrew.

Mr. William Evans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,224. You are William Evans, of Penlone, Cross Inn, Llanon?—Yes.

48,225. Is that in the parish of Llansaintffraid?—No, it is in the parish of Llanbadarn Tref Eglwys.

48,226. Is this your statement, and is it correct?—Yes, it is correct.

The statement of the witness was read as follows:

I am a freehold farmer, and wish to give evidence relating to the parish of Llanbadarn Tref Eglwys. I am living in a farm with my family, the rent being 14*l.* a year. With regard to the state of the farm, I should say that there are poor buildings for family and stock. As to my purchase of the farm, it was compulsory, and I had to buy the farm at too high a price, and, having no money, I had to mortgage it.

Then I suggest as remedies that the Government may greatly relieve many persons of my class by advancing money at a moderate rate of interest: That the difficulty of disposing of the produce of the land greatly handicaps farmers, and if light railways were run, farmers could dispose of their produce at a higher price and secure more servants on their farms.

Mr. *Grove.*

48,227. What would you call a moderate rate of interest for the Government to lend money at?—The same as they get in the banks, 50*s.*

Mr. *Grove*—continued.

48,228. From what bank do they get it at 50*s.*?—That is what we get when we put money in the bank.

48,229. That is a very different thing. I will put my question again. You speak of a moderate rate of interest; what do you think would be a moderate rate of interest for the Government to lend the money at?—3*l.* per cent.—10*s.* more than the banks give.

48,230. But that does not include the repayment of capital, of course?—No.

48,231. Then you would be satisfied, perhaps, with 4 per cent. if it covered the repayment of capital?—Yes.

Mr. *Griffiths.*

48,232. How do you say it was compulsory for you to buy your farm?—The landlord would not put any buildings on the place, and I had no other place to go to, and he also would not give me a lease of the holding either.

48,233. What did you pay for this place which you rented at 14*l.* a year?—420*l.*

48,234. That is 30 years' purchase?—The buildings were worthless.

48,235. Had you sufficient money to pay for it?—No, I had not a quarter of the money.

48,236. I understand you wish the Government to lend money at a cheap rate of interest?—Yes.

Sir *John Llewelyn.*

48,237. What rate of interest do you pay now?—3*l.* 15*s.*

48,237A. That does not carry redemption, of course?—No.

The witness withdrew.

Mr. Enoch Thomas called and examined through an Interpreter.

Sir *John Llewelyn.*

28,238. You are Mr. Enoch Thomas, of Oernant, in the parish of Llanina?—Yes.

28,239. I will ask the interpreter to translate the statement of your evidence.

The witness's statement, which was written in Welsh, was translated by the Interpreter, as follows:

I took Gofynachfawr, in the parish of Llanarth, in 1860 from the agents of the Ecclesiastical Commissioners, for 70*l.* After the previous tenant had failed, and the land had gone out of cultivation to a very great extent, I gave him 14*l.* for leaving, and I paid him half a year's rent before going there to live. The promise in the taking was that I should get all the buildings new, but soon after the buildings had been put, the rent was raised by 10*l.*, but in less than two years I gave notice that I would leave. Rather than let me leave, I received the holding again for 70*l.* as at first. I endeavoured in every way to improve the holding by liming, draining, and hedging, and because it was rather in a bad state, I spent hundreds of pounds in doing so. In 16½ years, when the place was beginning to pay me, I received a notice to leave because it was [illegible] to be sold, and I failed to get it from the buyer. The consequence was that I and my wife and nine children had to go to a small holding and to sell the greater part of the stock. In a few years I succeeded in getting another holding of the name of Blaenbedw isaf, in the parish of Llandissiliogo, but as the buildings there were in a very bad state, and quite unfit for man and beast, I left, and in the year 1881 I had another holding called Oernant, in the parish of Llanina, where I am now. My relatives have been living there for 300 years. I received a notice to quit in 1888, and the place was sold in 1889. I endeavoured to improve the place, but I received no payment for this. A son of my father's old master bought the place, and he recently died, and now the heir is under trustees, and my complaint is that I do not know when I shall have to leave, and if I work hard to improve the place, I shall have no acknowledgment for so doing. I venture to say that no one could pay the rent which I pay without receiving the assistance of his children to work with him, or else lose money. I am at this time assisted by my children. I have five children working hard every day, and I am not able to give them what they would receive if

Sir *John Llewelyn*—continued.

Sir *John Llewelyn*—continued.

they went out to service, and I am sure that they would not be called upon to work harder than they do at home. The trustees have rented the game to an English gentleman, and he comes to kill the rabbits and hares, which is contrary to the principle of the Ground Game Act, 1882. I strongly believe that we want a change in land tenure from what it is now. The tenant ought to have greater security for his improvements, and the time of the notice to quit should be longer from one side than the other, and the rent ought to be ruled, to some extent, by the rise and fall of the market. I do not know of any better means to bring this about than a land court composed of practical men.

Mr. *Grove.*

48,239A. Do you suffer much from game?—No, I do not.

Mr. *Grove*—continued.

48,240. Then why do you not avail yourself of the Ground Game Act?—I did not like to displease my landlord when he was alive.

48,241. You know about the Act, of course?—Oh, yes.

Mr. *Griffiths.*

48,242. Who was the agent to the Ecclesiastical Commissioners?—Mr. John Harvey Haverfordwest.

48,243. Why did you leave that place?—Because I had no money to buy it.

48,244. It was sold by auction?—Yes, in Newcastle Emlyn.

48,245. Would you have bought it if you could have had the money from Government at 3½ per cent. interest?—Yes.

The witness withdrew.

Mr. JOHN EVANS called and examined through an Interpreter.

Sir *John Llewelyn.*

48,246. Is this your evidence, and is it correct?—That is my evidence, and it is correct.

The following statement of the witness was then read:—

The evidence of Mr. John Evans, Trefaes Isaf, Bethania, Llanon, R.S.O., Aberystwyth. I am a freehold farmer, and I wish to give evidence referring to the parish of Llanbadarn Trefeglwys. I formerly rented the present farm for 40*l.* a year. My landlord died, and his successor raised the rent to 50*l.* This increase was caused because of the better condition of the land, which had been brought about by my own industry during 18 years. I was compelled to pay the increased rent or leave the farm, which would be very hard to do with a family of 11 children. The landlord made a sale, and I was again compelled to buy the farm, and, having no money, my farm was mortgaged for 1,200*l.*, and my last state is worse than the first. I think that if the Government would advance money at a low rate of interest it would be a great favour.

48,247. What price did you pay for the land?—1,300*l.*

48,248. And you are mortgaged for 1,200*l.*?—Yes.

48,249. Who lent you the money?—I had them at Llanon. It is not all on mortgage.

48,250. It is very nearly all. I understood you to say that you mortgaged it for 1,200*l.*?—Yes. Although they are not on mortgage, it is to me exactly as if they were on mortgage.

Mr. *Grove.*

48,251. It is not on mortgage?—No.

Mr. *Griffiths.*

48,252. How long is it since you bought this place?—Two years.

48,253. Then you have not paid up any of the money, I suppose?—No.

48,254. Was your rent raised from 40*l.* to 50*l.* just before the sale?—When the present owner came of age.

48,255. How soon after was it sold?—From two to three years.

48,256. Is it customary to raise the rent, as a rule, before a sale of land?—I cannot say that. That was not done purposely with my holding, so far as I know.

Mr. *Grove.*

48,257. What number of acres did you buy for that 1,300*l.*?—231 acres.

Mr. *Griffiths.*

48,258. I suppose it was a good deal of it mountain land?—Yes, without ever having been cultivated—about 40 acres.

Mr. *Grove.*

48,259. And you felt that you wanted a place that you could be sure of, and that was the reason that you bought it?—I had such a large family, and I did not wish to be turned out without a hope of getting another holding.

Mr. *Griffiths.*

48,259A. Is it difficult to get a farm in the neighbourhood?—Yes.

The witness withdrew.

Mr. Thomas Morgans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,260. Where do you live, Mr. Morgans?—At Llainpenpwll, Cross Inn, Llanon.

48,261. Your statement will first be read in Welsh and then translated?—Thank you.

The witness's statement was translated by the Interpreter as follows:—

I am an agricultural labourer. In the present state of agriculture the agricultural labourer has been sent out of the country. The farmers are unable to pay sufficient wages to keep them in the country. The labourers' cottages are left so that they get into an uninhabitable or untenantable condition. I say that the rents are too high, first, to allow farmers to pay labourers and to make the improvements on their farms, and, secondly, to provide the means of improving the labourers and the farmers. I say that the rents must be reduced, that the tenant must have security of tenure, and that the farms should be less in extent in several parishes, so as to allow every farmer to manure his own holding well.

Mr. *Griffiths.*

48,261A. How do you account for the fact that the agricultural labourers are sent out of the country?—There are several reasons.

48,262. Please give us one?—The first reason is because there is not sufficient work for an occasional labourer who is not in service.

48,263. Is it that work is insufficient, or that the money to pay for the work is insufficient?—It may be both. That is the complaint of the farmer, that he has no money to pay for work, and I believe it is so too.

48,264. Are the hedges and ditches kept in such good order now as they used to be?—No, they are all left to go down—the ditches, and the hedges, and the fences.

Mr. *Griffiths*—continued.

48,265. Then it is a fact that the labourers are obliged to leave because the farmers cannot find the money to pay them?—Yes, and even if they had the money, there is not enough to keep a large family.

48,266. Would you like all the labourers to have sufficient land to keep a cow?—That would be a great advantage, provided it was let for reasonable rent, and provided proper cottages were built.

48,267. Would they be able to pay for those proper cottages?—It is very difficult to say whether they would be able to pay unless they got work from the farmers, according to the present state of things.

48,268. If they could work on their own bit of land, do you think then that they would be able to pay for the cottages?—Some land would be too little, but if it was sufficient for a family, that, I think, would be best.

48,269. You complain of the farms being too large. How large do you consider farms should be?—It depends on the land. Where there is good land 30 acres might do.

48,270. As a labourer have you any other complaints to make?—No, not particularly.

Mr. *Grove.*

48,271. Do you say that the land is really getting into worse condition because there are not sufficient labourers kept to do the work?—I am sure of that.

Sir *John Llewelyn.*

48,272. There is one question handed in by Mr. Stephen: "Has there ever been a time when "agricultural labourers' wages were higher"?—No, not any time.

The witness withdrew.

Mr. John Evans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,273. Does this statement contain your evidence?—Yes.

48,274. Do you know who wrote it?—It was written according to my instructions.

48,275. It is written in English. Would you like to have it translated to you into Welsh, so that you can follow it as it is read?—Yes, I cannot understand English.

The interpreter translated the statement of the witness into Welsh, and then read it in English as follows:—

The evidence of Mr. John Evans, tenant farmer, of Dyffryn Arth, Cross Inn, Llanon, R.S.O., Aberystwyth. I wish to give evidence relating to the Cilcennin parish. The acreage of my present holding is 120 acres. But my evidence refers to Tirbach Cilcennin, a farm about 80 acres, which I rented at 50*l.* in 1872. The landlord paid for opening drains and I closed them; as soon as I had finished closing up 100 perches of drains in a particular field I received notice to leave, only 2½ years after I had entered the farm. The landlord sold the farm to another man without giving me a chance to buy. I sold all my stock and crop, and had to live in a cottage without any land.

Sir *John Llewelyn*—continued.

Mr. *Grove.*

48,276. What rent did you pay when you were at your farm?—Fifty pounds.

48,277. Was that sold by auction, or how was it sold?—No, it was sold by private treaty.

48,278. And you knew nothing of the sale, I suppose, until it took place, did you?—I did not know anything till I received a notice that it had been sold.

Mr. *Griffiths.*

48,279. Who was it that bought the farm?—Timothy Jones, of Velindre, who afterwards occupied it.

48,280. Another tenant farmer?—Yes.

48,281. Who was the landlord?—David Morgan.

48,282. Was he a farmer?—Yes.

48,283. Would you have liked to have bought your place yourself if you had had the chance?—I had no money, only that someone else assisted me. I had a large number of children, and I did not know where to go to.

Mr. *Griffiths*—continued.

48,284. Did you lose when you had to sell your stock?—Yes, I lost a great deal.

48,285. When did you have to sell your stock?—About 22 years ago.

The witness withdrew.

Mr. Evan Davies called and examined through an Interpreter.

Sir *John Llewelyn.*

48,286. You are Mr. Evan Davies, of Bontfach, Bontsaeson, Llanon, Aberystwyth?—Yes.

48,287. Is this your statement, and is it correct?—Yes.

The following statement of the witness was then read:—

I am a retired farmer. My evidence refers to the parish of Llanbadarn Trefeglwys. I took the farm of Brynmân in 1847—30 acres, at a rental of 12*l.* a year. The rent was raised gradually, 2*l.* or 3*l.* at a time, until it was 22*l.* annually. I went down to Glamorganshire to work, and sent money home to my wife to help her pay the rent. When I stopped sending money home from Glamorganshire my wife failed to pay the rent, and consequently she received notice to quit. Then the place was rented at 4*l.* less than we paid. I had improved the farm, and fenced and planted some of the hedges with trees.

Many houses have been allowed to fall down, and there are many less families living in the district now than 50 years ago.

Mr. *Griffiths.*

48,288. Do you consider that the rent was too high?—I consider that I had to pay out of pocket for half of the labour that I gave the farm, instead of being paid by the produce of the farm for my working upon it. I had to leave the farm to my wife, as she was not willing to give it up. I went to the works to work, and sent her the rent home; and at last I saw that she was getting the rent-money from me and not from the farm, and thus she got through nearly all of what was on the farm. At last I did not send her the rent home at one time, and I had a distress put in before the rent was due. Then I rented out the farm to another person at 4*l.* a year less than what we had it for. There was much put into it in 25 years, making 100*l.* worth more than the stock that was put on the farm.

Mr. *Griffiths*—continued.

48,289. Why did you not continue sending more money home?—The reason was because she was not willing to give up the farm, and then when I did not send the money home she was obliged to give it up.

Sir *John Llewelyn.*

48,290. What you think you ought to have had is security for the money that you had spent upon the farm, or compensation for it. Is that so?—I thought that it was so, because the place was a part of the common, and all the hedges were bare, and I had to plant the outside hedges and some of the close hedges.

48,291. Would you have been satisfied if you had had compensation when you left the farm?—Yes. There were three families in the lower part of Llanbadarn Tref Eglwys parish 60 years ago more than there are now, and I can mention them if you wish me to, and the places they were at—little cottages on the farm.

48,292. What you want to say is that there are many men who now go to Glamorganshire and send money home to support their families here?—Yes, there were a good many.

48,292A. Are there many now?—Yes.

The witness withdrew.

Mr. Rees Lewis Jones called and examined through an Interpreter.

Sir *John Llewelyn.*

48,293. You are Mr. Rees Lewis Jones, of Rhosgoch-shop?—Yes.

42,294. I will ask the interpreter to read the statement of your evidence?—If you please

The following statement of the witness was then read:—

"In the year 1840 my parents began life in a farm called Ffosdwn, on the Rhiwbren estate, in the parish of Dihewyd, measuring 80 acres, and the rent 45*l.* In the year 1849 they received notice to quit, because the place was to be sold. In August of that year it was sold by auction to the highest bidder, and was bought by Mr. James Morgans, Drewen. I do not recollect the sum paid, but the new owner was willing that my parents should remain there for an increase of 10*l.* in the rent, but rather than pay the increased rent, they chose to leave, and they took Blaenclettwr where my mother was brought up. Her parents had become old, and so had determined to give up farming. The extent of the farm was 400 acres, rent 60*l.* and the owner was Captain Saunders, of Tymawr, Cilcenin. All the buildings were in a pretty bad state, and in the year 1854, Captain Saunders came down and offered to make arrangements with regard to putting up new buildings. It was arranged that they should be removed entirely from the

Sir *John Llewelyn*—continued.

Sir *John Llewelyn*—continued.

place where they were then about 120 yards higher up the hill. The conditions were that my father was to haul everything, and to provide "Gwlyb"* for the masons and the carpenters, and then he was to be undisturbed in his holding whilst he lived for a rent of 60*l.* The stones were about 3½ miles away, the timber and slates 7 miles. The work of building continued for three summers, and after it was finished my father began to improve the farm by draining scores of acres of wet land, and putting up proper fences in order that the fields might be more convenient. This was all done at my father's expense. At this time a good deal of lime was carried to the farm, a distance of 32 miles. About three years after finishing the buildings he received a notice that he would have to pay 10*l.* increase in the rent, or to leave. Rather than leave after having incurred so much expense, and that so recently, and seeing that his children were growing up, and becoming able to work instead of servants, he decided to take it now for 70*l.* Every member of the family worked hard, and there was not one child receiving any wages, except his food and a few clothes. In 1864 Captain Saunders died, and in the next year another notice comes from the widow, Mrs. Saunders. She had by this time come into possession and had determined to value the estate. One of the name of Blaithwaite, from Kidwelly, was the valuer. Its value was put at 100*l.* After months of anxiety and sorrow and a good deal of debate my father succeeded to take it once more for 90*l.* The times had improved a little by this time, and all the children had grown up, and had come to fill the place of menservants and maidservants. During the succeeding 10 years we worked hard with the only object of improving the farm by draining, hedging, and carrying lime and manure, so that by this time the place was able to hold a much larger stock. In the year 1850 seven milch cows were quite enough for the farm, but before we left we were able to keep 14 cows easily. The only money that the owner had spent was on buildings alone. As the stock had increased there was need for more buildings, and the landlady was applied to, but she emphatically refused, so that my father was obliged to build a new dairy instead of the old one, which had become too small, as well as two sheds where the cattle might be fed in winter.

In the year 1876, after the Agricultural Holdings Act had been passed, notice was received that the landlady claimed to be under the old state of things. In October of the same year we were informed that our home was to be sold in three weeks. It was sold by auction to the highest bidder. Blaen Clettwr was bought by Mr. Thomas Davies, Cefnmaes, for the sum of 3,600*l.* I do not hesitate to say that Mrs. Saunders received hundreds of pounds for the

* "Gwlyb" is the Welsh expression used for all "liquid" food, which in this case would probably mean broth, tea, and milk, while the workmen would bring with them meat or bread and cheese (W. "enllyn") to eat with it. (Cf. statement at Question 48,382A.)—D. Ll. T.

Sir *John Llewelyn*—continued.

improvements that we had made in the place. I also have no doubt but that hundreds of pounds of the purchase money should have come to my father, as it was through his labour and energy, and that of the family, that the place fetched such a sum. We had at this time 20 tons of lime on the land, not having taken one crop from it. In the month of March next, after the sale, we received a notice to quit from the new landlord or to raise the rent by 70*l.*, so that it would be 160*l.* after the demanded increase. 100*l.* was offered, but refused, and my father had to leave with but little acknowledgment for the lime and for the other things which were left behind. Thus between the years 1850 and 1877 we received four notices to quit, first so as to raise 10*l.* on the buildings, secondly, on the valuation, third, to contract out of the Agricultural Holdings Act, and fourth, by the new landlord. My father by this time was an old man, and he was obliged to turn his back on the place where his strength and capital had been eaten, leaving it to others to enjoy the fruit of his and his family's labour.

Sir *John Llewelyn.*

48,294A. Up to the present time you have been speaking of your father's farm?—Yes, I was with my father.

48,295. How long ago is it that we are now going to enter upon. We are now going to deal with Rhosgoch-ganol?—Yes, 1873.

48,296. Is Rhosgoch-ganol the same as Rhosgoch-shop?—No. It was there I went to live after my marriage. It was 60 acres in extent, containing some high land, and a good deal of wet land. The rent the preceding tenant paid was 22*l.*, but as competition was so great we were obliged to give 30*l.* The owner was Mr. T. Davies, Cefn Maes. He urged me to farm well, stating that I should be allowed to live there whilst I lived, and I consequently went at it in earnest. The first thing I did was to buy 8*l.* worth of manure from a neighbour who was leaving his farm. To carry or haul this alone meant a great deal of expense. I also went for a good deal of lime and manure, in order to get the place to produce moderately well. In three years I received a notice to quit, but up to to-day I do not know why I received such notice. There was another place that was becoming vacant, so I went to look at that, as I saw and had experience that my present landlord was not keeping his word. I took Rhosgoch-shop, 160 acres, pretty much of the same quality of land as the preceding farm, at a rent of 55*l.* on a yearly tenancy, with a promise that I should remain there as long as I was able to pay the rent. In five years I received a notice to quit as the farm was to be sold. I was in great straits, because I did not know of a vacant place. It appeared as if I was going to lose the holding, and so go without a home. I determined to buy it although I had no money of my own. I purchased the farm for 1,350*l.*; at this time the difficulty was to get money, and I am paying

Sir *John Llewelyn*—continued.

4 per cent. interest on that. Were I to pay the interest for 1,000 years the capital would not in the least melt away. In view of the insecurity of tenure I should much like to press on the Government the desirability of passing a measure in order to advance money at a reasonable rate so that tenants can buy their own farms when being sold; also the establishment of a land court to act between the landlord and the tenant, and full compensation to the tenant for improvements made by him before the rent can be raised, or before he can be turned out.

Mr. *Griffiths.*

48,297. Do you think it would be a good thing for tenants to be paid for all the improvements they make?—They ought to receive payment after working hard.

48,298. What effect do these frequent notices have on the neighbourhood?—They stop working.

Mr. *Griffiths*—continued.

48,299. They do not get so much produce from the farm as they could?—No.

48,300. Do you think you trusted rather too much to word of mouth?—Yes, far too much.

48,301. You said the landlord did not keep his word. In what way did he not keep his word?—He had promised to let me remain there as long as I lived, and then sent me a notice to quit in three years.

Mr. *Grove.*

48,302. When the farm was re-valued, did they want to put 70*l.* on to the rent of it?—They wanted 100*l.* for it after Blaithwaite had valued it.

48,303. And I understand you to say that the tenant offered 100*l.* for it?—Yes, to Mr. Davies of Blaenmaes, after he had sold it.

48,304. So that what is on your mind is that he had worked very hard for other people, and had to leave all the benefit of his labour for other people?—Yes.

The witness withdrew.

Mr. Evan Jones called and examined through an Interpreter.

Sir *John Llewelyn.*

48,304A. Where do you live, Mr. Jones?—Llawrycwrt, Llandissiliogogo, of which place I am tenant.

48,305. The witness's statement, which was written in Welsh, was translated by the interpreter as follows:—

My father took Rhydycwrt in the Parish of Dihewyd, about 1871. He only lived a twelvemonth afterwards. My mother succeeded him under D. Thomas, Esq., of Llanfair, Llandyssul, for 39*l.*, with a promise of 5*l.* reduction of rent every year for three or four years, in order that the place might be improved as it had got into very poor condition, but we only received 7*l.* 10*s.* back because the estate had been thrown into Chancery. We received two loads of timber from the wood in Llanfair, but we were obliged to haul it without being paid, in order to improve the stable, the cow-houses and pig-styes, and were obliged to pay the carpenter for his work. We spent a great deal of time in improving the land and make tidy the farm during the first two years, and we had scarcely enough food for us as a family and for the cattle.

In 1874 the holding was sold, and we were allowed to take it again from the new landlord with an increase of 5*l.* 10*s.* in the rent without a promise of a reduction, but we received a promise that we should have the holding while we lived. We were promised that if we left we should be paid in full for the lime the year we left, and half the price of the lime for the previous year. The reason why the rent was raised, said the new landlord, was that the holding was much better than when we took it at first, and this is perfectly true; but who made it so? About three years afterwards my mother died, and I received notice to quit; but I received the place again with a further increase of 5*l.*, and with an emphatic promise that I need not be anxious about leaving the place, that neither he, the owner, nor any of his children would ever come there. About seven years afterwards I received a notice to quit, and I was obliged to leave, although I had spent a great deal of time and money in order to improve the farm. The landlord had refused to pay for the lime in accordance with his promise.

Sir *John Llewelyn*—continued.

48,306. What date was the refusal to pay for the lime?—About 1881. These changes have killed my spirit in connection with farming. After leaving Rhydycwrt I took another place of the name of Meini gwynion bach, in the parish of Llandyssul, which, on trying to live there, I found to be too high, and a reduction was refused me until I took Llawrycwrt, where I am now. The day after I had made sure of Llawrycwrt 3*s.* in the £ reduction was offered to me. The insecurity of tenure is enough to crush the spirit of a giant, and it is high time the Government should change the laws.

Mr. *Grove.*

48,306A. I suppose you are very wishful to have security of tenure?—Yes.

48,307. And to have payment in full compensation for all improvements effected?—Yes, it is what everybody ought to have.

48,308. You consider that a great deal of the labour of your life has been lost through having to leave these improvements behind you?—Yes, a great deal.

Mr. *Griffiths.*

48,309. How many notices to quit did you receive?—Three with regard to Rhydycwrt.

48,310. How many with respect to the other places?—I gave that other place up myself, because the rent was too high, and they refused to reduce it for me, but they offered to reduce it after I had taken another place.

Mr. *Griffiths*—continued.

48,311. I do not quite understand the last part of your evidence. You said until you "received" Llawrycwrt. In what way do you mean you received it?—I meant until I had taken it.

Sir *John Llewelyn.*

48,312. There is a question by Mr. Stephen: "Who was your second landlord at Rhydycwrt?" Messrs. Cookson and Co., London.

48,313. Who is your present landlord?—Rees Davies, Lampeter.

48,314. Have you a lease?—No.

Sir *John Llewelyn*—continued.

48,315. Did you ask for one?—No, I did not.

48,316. What in your mind is the best form of security of tenure?—I ought to have a lease for the farm, and to be assured that I should have full compensation for any improvements I should have made on the place.

48,317. Do you know the Agricultural Holdings Act and the security for compensation for improvements in that Act?—Yes, I have heard of it.

48,317A. Do you think that that is sufficient to save you in what you require?—It would be a great encouragement to one.

The witness withdrew.

Mr. DAVID JONES called and examined through an Interpreter.

Sir *John Llewelyn.*

43,318. You are Mr. David Jones of Wern-newydd, and a tenant farmer, I think?—Yes.

48,319. The witness's statement, which was written in Welsh, was translated by the Interpreter as follows:—

Evidence of David Jones of Wern-newydd, in the parish of Llanarth, Cardiganshire. In September, 1883, I took Melin-y-Wern (Wern Mill), as well as the land belonging to it, the whole consisting of 47 acres, most of it being hilly land, and naturally wild, at the rent of 25*l.*, as well as keeping a mill in good order; my landlord gave me a pair of mill stones for barley the first year I took it. The owner of the place at that time was Robert Lewis Lloyd, Esq., of Nant-gwyllt. Before that David Thomas and his wife, namely, my uncle and aunt, had lived there for 40 years under a lease for life. In the month of September 1889 the estate was sold. I intended to buy the place where I lived as I was aware of the expense which was entailed in building and putting up the mill which my late uncle and aunt had gone to whilst they held the holding. I failed in my object inasmuch as a gentleman of the name of Mr. Longcroft had made up his mind to get the place for himself. The week after the sale I went to the gentleman to ask him for the place, and I got it for the same rent, but he would not allow me to kill any of the rabbits which were there. I asked him whether he would keep them away from the farm, and he promised to do so, and that he would repay me for the loss which I had if it so happened. On those terms I took the holding, but I did not intend to keep it on as I knew it was not possible to live peaceably under such an agreement. Inasmuch as I was under command to leave the rabbits alone in a little time the farm was covered with them. I sowed corn as usual, but the rabbits went there, and I only received one bushel more on one field than the quantity of seed which I had sown. In September 1890 Mr. Evan Thomas, farm bailiff, Llanina, came to me and told me that I was wanted at Llanina, the gentleman's home, on a particular day, and at a particular time. I went there, and Mr. Davies, the agent, was there expecting me. By request I went to the room to him. He told me it was customary

Sir *John Llewelyn*—continued.

on the estate of Mr. Longcroft to sign an agreement, and that the tenant was to pay for such agreement, and he asked me if I would sign the agreement, and I answered that I wanted to hear the agreement read out first. In the agreement I received the freedom which was given to the tenant by the Ground Game Act, 1882, and I told Mr. Davies that that part of the agreement was better than I expected it to be. To this Mr. Davies replied that the ground game was the property of the tenant. I said that I had received an emphatic command not to kill a single rabbit, and that I then wanted to have a clear understanding on this point, so that before signing the agreement, and at my request, Mr. Davies went to the room to Mr. Longcroft to ask him if he gave the right to kill the rabbits, and the answer received was that he did not allow me to kill the rabbits, and that I had received no loss from the rabbits the year before. In the face of such a reply I said I would not sign the agreement, and so I received notice to leave, and leave I did.

In the face of such oppression as this it is time that the Government should prepare a measure to prevent cruel landlords to ignore the law which gives people fair rights, and such acts as I have detailed are sufficient to destroy the confidence which there should be between a landlord and a tenant.

Sir *John Llewelyn.*

48,319A. Have you left the place;—Yes.

48,320. Is it let now to anyone else?—Yes.

48,321. Did you get no compensation at all for the mischief done you the year before?—None.

Mr. *Griffiths.*

48,322. Have you a copy of the agreement?—No.

48,323. Have you ever had a copy of the agreement?—No.

48,324. To prove that you sustained a loss you say you only had one bushel more when you reaped the corn than when you sowed it, is that a fact?—Yes, it is a fact.

48,325. And with all that the landlord would not allow you anything?—No. I did not

Mr. *Griffiths*—continued.

actually go to him and ask him for compensation, because I really thought he would bring the matter first to me.

48,326. Did you ever send a claim for compensation?—No, I did not.

Mr. *Griffiths*—continued.

48,327. Why did you not do it? I cannot make it out. Why did you not kill the rabbits yourself?—Well, I killed them after I had notice.

48,327A. You had a right to do it before?—Yes, certainly.

The witness withdrew.

Mr. Evan Jones called and examined through an Interpreter.

Sir *John Llewelyn.*

48,328. Do you understand English, Mr. Jones?—No.

48,329. I will ask the Interpreter then to read your statement first in Welsh and then in English?—Thank you.

The witness's statement was then read as follows:—

Evidence of Evan Jones, tenant farmer, Synod-ganol, Llanarth. In the year 1865 I took a farm of the name of Gelli Isaf, in the parish of Llanarth, from the late C. R. Longcroft Esq., Llanina. The principal reason of the former tenant leaving the place was that the landlord was increasing the rent by 4*l.* a year. As I was in great want of a farm at that time I agreed to pay 25*l.* for it, as well as signing an agreement which was, however, unreasonable in my opinion, taking into consideration the state of the place at the time, but I cannot well say what it contained. The agent read it out to me, and I was obliged to sign it after that. I did not receive a copy of it. I would have to pay for that, and I could not do that, because I saw that there were many other things which I had to pay for. I can testify that Gelli Isaf when I received it was quite out of repair, both the buildings, the hedges, and the land. I was hard at work at it repairing fences, draining the land, and thatching the buildings, and so on, until I had succeeded in making the farm pay its way much better than at first. But in 10 years I received notice to quit, which caused me and my wife great sorrow, until we were unable for some time to sleep at night as we ought. At that time it was almost impossible to obtain a farm, and consequently we had to bend to beg it of Mr. Longcroft for the second time. After asking several times I succeeded in obtaining a promise that I should get the farm, but I had to pay 3*l.* more a year for it, that is 28*l.* instead of 25*l.* as formerly. I was there 8 years, so I paid 24*l.* in consequence of the increase of rent, and I conscientiously believe that the demand of that sum was dishonest, as it was raised on my own improvements. In consequence of such things as these, which have been so frequent during the last few years, I thoroughly believe that the farmer should have some security of tenure, as well as compensation for improvements, instead of his being obliged to pay for his own improvements.

Sir *John Llewelyn*—continued.

I left there for Synod-ganol, which my mother-in-law and brother-in-law bought, and I can now work with much more confidence, but I see how difficult it is for others; there are many unable to give evidence as I do owing to fear.

Mr. *Grove.*

48,329A. Do you know yourself of cases where farmers are afraid to come forward to give evidence?—I know that it is so from their conversation.

48,330. When you signed that agreement, you did not get a copy of it?—No, I could not get a copy unless I paid for it.

48,331. But is it not reasonable that a tenant on signing an agreement should have a copy given to him?—Yes, I had been obliged to pay for an agreement which I had had from them, and I should have been obliged to pay for the other.

48,332. It was read over to you at the time, was it not?—Yes.

48,333. But could you remember all that was in it?—No, not half.

48,334. Then you did not know the conditions of it?—No, I could not remember them well, because they were so long.

Mr. *Griffiths.*

48,335. Did the agent read over the agreement to you in Welsh?—Yes.

48,336. What do you think the tenants are afraid of?—They are afraid of their landlord—that he would be offended and would cause them trouble.

48,337. Have you any reason to think that the landlords in this neighbourhood are not willing for their tenants to come forward before the Land Commission?—That is what we believe, and we have believed all along during these years.

48,338. I mean to come forward before this Commission?—Yes.

48,339. Do you know of any landlords who have prevented the tenants coming forward?—No, I do not. I should like to say this, that with regard to the holding which I now occupy, I would be unable to pay all my liabilities were it not for the fact that my children assist me at home.

The witness withdrew.

Mr. Evan Evans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,340. Where do you live Mr. Evan Evans?—Bargoed Llanarth.

The witness's statement, which was written in the Welsh language, was translated by the interpreter as follows:—

Sir *John Llewelyn*—continued.

I began life at Llwynderw, in the parish of Llanarth, in 1842. The rent was 50*l.* The place was in a rather untidy state, wet soil, no drains, all the fences down, and the buildings in an exceptionally bad state. In about

Sir *John Llewelyn*—continued.

five years after going to the place I got a new dwelling-house, but I was obliged to pay for opening the quarry, getting up the stones, and I had to carry every load without being paid, and again at the end of about three years I had a stable, cow-house, pigstyes, and a new barn. I was obliged to haul all the materials towards them without receiving payment. At the time of the Church rate my rent was increased 1*l.* one year for having voted against it. I drained a great deal, and put up several fences, but I received no payment for this, except for one fence from the Reverend Mr. Davies, of Cardigan, when he became possessor of the holding as Rector of St. Mary's, Cardigan.

When the Reverend Mr. Thomas, my old landlord, died, I received notice to leave. I asked for the place, and I offered the rent which was asked for it, namely, 60*l.*, but inasmuch as I was not a churchman it was given to another from the parish of Llangeler, in Carmarthenshire, who was in the habit of going to church.

Without any hesitation I say that I and my children made the place of greater value by 10*l.* a year, and I only received 6*l.* for my improvements. When I left the place I had put in clover seeds and rye grass. It is customary in this part of the country that the new tenant or the landlord pays for the seeds if the old tenant leaves, but I was not allowed to keep back the 6*l.* when paying the last rent, to go without being paid for the clover, and the consequence was that I was put in the County Court for that money, and I preferred paying to going on with the matter. The reason why I had sown the seeds was because I had received a promise of the place on condition that I should do so. I removed from there to Hafodfawr, where the buildings were bad, but they were repaired in the course of the year that I remained there. I hauled all the stones and timber without payment, and inasmuch as I wanted to return to my old home I left the place at the termination of the 12 months, and I came to Bargoed, where I again hauled many things towards part of the buildings. The holding was sold, and my rent was increased 3*l.*. Some change ought to be made in the land laws, but

Sir *John Llewelyn*—continued.

one like myself is hardly able to give suggestions to such as you.

Mr. *Griffiths.*

48,340A. Who was your landlord?—The vicar or clergyman at Cardigan then. He had asked me to do everything, and said that I would be allowed to remain in the place.

48,341. Was this voting you speak of done at the vestry?—Yes.

48,342. Why did you not vote with your landlord then?—It was contrary to my conscience.

48,343. Was it in consequence of that that you had notice to leave?—I do not know.

48,344. How soon after did you have the notice?—I was three years when the old clergyman was alive.

48,345. I ask you how soon after did you have the notice?—About four years.

48,346. Then do you think that anybody that has a case like yours, and has had to haul towards all the buildings, such as you have named, ought to be paid?—Yes, they ought to be paid, but I did not ask them for a single halfpenny.

48,347. Why did you not ask them?—I was afraid that I would not get anything.

Mr. *Grove.*

48,348. You were not likely to get it if you did not ask for it?—I cannot say that. At any rate I did not receive anything.

48,349. Before you went to Bargoed, what amount do you think you left behind you in improvements?—I left a good deal of money.

48,350. You do not know how much. Then you speak of a churchman being preferred as a tenant?—Yes.

48,351. Were you quite sure that he was preferred because he was a churchman?—I do not know that, but that is what they did.

Sir *John Llewelyn.*

48,351A. Is your landlord a churchman now?—No, he is a congregationalist.

The witness withdrew.

Mr. James Lloyd called and examined through an Interpreter.

Sir *John Llewelyn.*

48,352. You are Mr. James Lloyd of Pantycefn, Llanarth?—Yes.

48,353. I will ask the interpreter to translate the statement of your evidence?—Thank you.

The witness's statement was translated by the interpreter as follows:—

I have held Pantycefn since 49 years last October. The rent at that time was 40*l.* The soil is clay, and it is difficult to cultivate. When I took the place all the buildings were straw-thatched, and I spent 25*l.* before going there to live, in order to put the buildings in fairly good condition, as well as giving food to those who

Sir *John Llewelyn*—continued.

roofed the buildings—to the masons and the carpenters. About three years after going to the place I took an additional field from the same landowner for 7*l.* This field was being let without rent and without tithe. My holding is the same in extent now as it was 45 years ago, and now I pay 60*l.*, only I pay the taxes and the tithes, which my landlord formerly paid instead of me, for the 7*l.* field. About five years after going to the holding I paid at least 15*l.* for an aisle behind the barn, as the barn was so small. About three years later on I put up a new stable for six horses, but I only received 25*l.* from the landlord, and some timber from the

Sir *John Llewelyn*—continued.

wood. Before I had finished the work my rent was raised by 5*l.* Again, at the end of 3 years more I asked for a shed to keep the carts and the barren cattle in, but it was refused me for a time. After much persuasion, I received a promise for 10*l.* and timber towards it, but soon afterwards my rent was raised 2*l.* 10*s.*, although I had spent about 50*l.* more than I received. I also put up pigstyes, for which I paid 17*l.* I have cut from 2,000 to 3,000 perches of drains and I only received 1*l.* from my old landlord, and 6*l.* from my present landlord. I received no payment for the fences or for the other improvements which I made. I brought up six children; three are grown up and are working with me every day; one is dead, the other two have married. Although they worked with me on the holding for many years I was unable to give them what they ought to have had for their labour. I erected two cottages for the workmen in order that they might have a place to live in, but I did not receive anything for this. Besides my labour and that of my children, I consider that I have spent at least 300*l.* in improving the holding, and I have no right to compensation for my improvements. The farm was sold to the present Lord Bishop of Bangor about 12 years ago. I consider that my old landlord should not have received from that sum more than the capitalised amount of 47*l.* a year, and that I should have received the difference for the improvements which I had made. When I promised 60*l.* for the holding to my present landlord he promised me a new dwelling house, and I have had it. He also promised me slates for the roofs of the out-buildings, but I have not received them. The straw-thatched buildings which I have, measure about 80 yards. Had it not been that I was fortunate enough to receive a little money from my relatives, and that I have the services of my children, it would be impossible for me to pay my present rent. I hope that this Land Commission will give birth to several Acts of Parliament more fair than the present ones, to protect the interests of farmers who are being oppressed, by providing for fair

Sir *John Llewelyn*—continued.

rent, security of tenure, and compensation for improvements.

Mr. *Grove.*

48,353A. When you commenced farming why did you spend so much money without a lease?—When I took it from Mr. Harvey, the father of the present Mr. Harvey, he said that if I set about to farm the place properly I should have it whilst I lived; but he died about six years afterwards.

48,354. What is the acreage of your present farm?—Ninety acres and some poles over.

48,355. Your rent is 60*l.*?—Yes, it is now. It was 40*l.* at first.

Mr. *Griffiths.*

48,356. Who was your first landlord?—Captain Edwards, Neuadd.

48,357. Did you consider the agent's word as good as a lease in those days?—I only depended on my landlord, but that is how things went.

Sir *John Llewelyn.*

48,358. Your present landlord is the Bishop of Bangor?—Yes.

48,359. Is he any relation of yours?—No, he is not.

48,360. It is the same name, and that is why I asked?—He was born and bred not far from me.

48,361. There is a serious question I wish to ask you as to the feeding of the workmen, of which you complain, when material improvements were done upon your farm; you had to feed the workmen, which is quite a new arrangement for us to meet with. Was that a part of the agreement with the landowner?—No.

48,362. It was not by any contract with the landlord?—No.

48,363. Is it a customary thing?—No. It was not customary—it was just as one chose to do it.

48,364. Then you did it of your own free will?—Yes.

The witness withdrew.

Mr. John Evans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,365. We shall be glad to hear what you have to say as shortly as possible?—I have handed in my statement, which is in Welsh.

The witness's statement was then translated by the Interpreter as follows:—

The evidence of John Evans, tenant farmer, Penrhyn. About the year 1862, after the death of my father, and after my brother had married, I left my vocation as a sailor and went to farm Tyrhos, in the parish of Llanllwchaiarn, with my three sisters. The rent at that time was 22*l.* a year, and the owner was Robert Lewis Lloyd, Esq., Nantgwyllt, near Rhayadr. During the time that I remained we made

See 52,943.

Sir *John Llewelyn*—continued.

several improvements, I put up several hedges, I made many drains, and manured a good deal of the land where formerly gorse and brambles grew, besides making a water wheel for threshing, which cost about 40*l.*, exclusive of the expense of bringing the water towards it.

In 1874 we received a notice to quit, the place was valued, and the rent was increased to 38*l.* a year. Undoubtedly the valuer took our improvements into consideration when he raised the rent. Within two years after this the place was sold. At the sale the bidding remained for some time at 1,200*l.*, but the auctioneer praised the water wheel and the tidyness of the place, and this brought up the

Sir *John Llewelyn*—continued.

price to 1,500*l.* Two fields were left out, and the rent was increased to 50*l.* I paid this until I went to live at Penrhyn.

In the face of the fact that the tenants have no security worth mentioning for their improvements, it is high time that the Government should meet these circumstances rather more than they do at present, and that the tenant should receive longer notice to leave than a twelvemonth.

Mr. *Griffiths.*

48,366. Why did you leave your vocation as a sailor. It is more profitable than farming is it not?—Yes.

48,367. You have not answered why?—I went home to three sisters who were not grown up, in order to make them a home.

48,368. Did they work along with you on the farm?—Yes.

48,369. How much a year did you receive when you were at sea?—About 3*l.* 10*s.* a month.

48,370. Is it true that you were disheartened when you saw the rent raised on your improvements?—Yes, I was disheartened. I could not do anything.

48,371. Did you not receive anything for the water wheel on bringing the water to the place? No, nothing.

48,372. Why did you not take it away?—I did not take care to take it away soon enough.

Mr. *Griffiths*—continued.

48,373. Did you ask for compensation for it?—Yes, I asked my landlord.

48,374. What answer did he give you?—He did not say anything.

48,375. He did not say that he would not pay?—No.

48,376. All you know is that you had no money?—Yes, for all my labour I received nothing.

Sir *John Llewelyn.*

48,377. If the Agricultural Holdings Act had been enforced at that time, would not that have protected you?—Yes, perhaps it would have, but then it would cost something to put that into operation.

48,378. Yes, it does cost money, I am afraid. As a sailor who has been on the sea a good deal, would you give us any opinion as to whether the trade of this neighbourhood might not be improved by the use of the sea?—No not much. There is nothing to be had here to improve it.

48,379. But there is agricultural produce which might be taken to Bristol and other big ports?—Yes, but that would be expensive after all.

48,380. That would be expensive, you say?—Yes.

48,381. Do you not think it could be done more cheaply than by railways?—We get our goods cheaper now by railway than by steamers.

The witness withdrew.

Mrs. Anne James called and examined through an Interpreter.

Sir *John Llewelyn.*

48,382. Where do you live Mrs. James?—Chapel Street, Llanarth. I wish togive evidence with regard to the Golden Lion.

48,383. Is that the name of a farm or of a public house?—The name of a farm.

The witness's statement, which was written in the Welsh language, was translated by the Interpreter as follows:—

"I, Mrs. Anne James, Chapel Street, Llanarth, wish to give evidence with regard to the Golden Lion. About 1871 my husband took a small holding called the Golden Lion, in the Llanarth parish from C. R. Longcroft, Llanina for the annual rent of 8*l.* The buildings were almost down. The expense of pulling the old buildings down was incurred by my husband, and we lived in the old dwelling house, which was leaking fearfully, whilst the new buildings were being put up. He carried all the stones and the materials towards the new buildings, besides giving the masons their food as well as the carpenters, according to the old custom which was in vogue at this time. The only things which the workmen brought with them were their bread and meat (*enllyn*). My husband made an estimate for the haulage of the materials towards building, and the sum, so far as I can recollect, was 26*l.* In three years we received a notice to quit or that the rent would be raised on the new buildings, but rather than leave we gave the 3*l.*, although we had spent a great deal of money in lime and drains, and tidying the little place in different ways. At the end of a twelvemonth we received notice to leave, and we were obliged to do that the following year, and the only payment which we had was 50*s.* for the new drain from the new tenant. Before we received the second notice my husband was asked by the bailiff of the owner to send my son to the national school rather than to the Board School, or we would probably repent, but as the Board School was ever so much better in our opinion, we did not change, and the natural conclusion in our minds is that if we had decided to change the school to which our son went we should have remained in this little place.

See note at question 48,294.

We were followed in the Golden Lion by a church family from the neighbourhood of Llanrhystyd, about 10 miles from Llanarth. He

Sir *John Llewelyn*—continued.

was son-in-law to a church family which had come to the neighbourhood a little before this under the same landlord.

In view of these facts every tenant ought to be repaid for the improvements which he has made, and for the sake of those who will follow as tenants, I hope that the Government will prepare some measures for the protection of farmers.

Mr. *Griffiths.*

48,383A. What was the acreage of this little place?—I think it was 10½ acres, I am not sure.

48,384. What rent did you pay?—We took it at first for 8*l.*, but the rent was raised 3*l.*

48,385. How much money did the landlord spend when the buildings were done?—I cannot say, beyond that we gave the food to the carpenters, and so on, except their bread and meat.

48,386. Do you think that the landlord spent 50*l.*?—No. They were very mean buildings that he put up.

48,387. But if you did not pay the 3*l.* advance you were to leave, were you not?—Yes, we would have had to leave, but we took the place for a twelvemonth at that rent, and then we received another notice.

Mr. *Griffiths*—continued.

48,388. Was the next notice sent because you sent your son to the Board School?—That is what some people said, but it is a very good thing for him by this that he has been there.

48,389. How do you explain that?—Because he has a better chance of getting on.

48,390. Then it was a better school, was it?—Yes.

48,391. Surely your landlord would not be against your sending your boy to a good school?—That is what he told me. Some said that he said that we would repent of it.

48,392. Did you repent of it?—No, I did not.

48,393. Then in your opinion every tenant should be paid for all the improvements he makes?—Of course they ought. We worked very hard there to put up buildings for him, and we had to leave in five years.

Sir *John Llewelyn.*

48,394. What is the rent of the Golden Lion now?—I do not know.

48,394A. Do you know whether the rent was raised after you left?—I cannot say.

The witness withdrew.

Mr. Evan Beynon called and examined.

Sir *John Llewelyn.*

48,395. Where do you live Mr. Beynon?—Pencwm, Llanarth.

48,396. Do you give your evidence in English or in Welsh?—Welsh, if you please.

The witness's statement was then read as follows:—

The evidence of Evan Beynon, tenant farmer, Pencwm, in the parish of Llanarth. I took Pencwm, which is 16 acres in extent, in 1848 from the Rev. G. Thomas, the rector of the church of St. Mary, Cardigan, for 10*l.* a year, and after voting against the Church rate, I received notice to quit, but I obtained the holding for 11*l.* About 1859 the Blaenpant land became vacant, about 16 acres, and I had this added to Pencwm. Between the two the rent was 20*l.*, and as the buildings were too small, I was obliged to build an additional building, and to pay for it. I put up a dwelling house instead of the old thatched cottage, and I received 40*l.* from my landlord, but it cost me a great deal more than that. Yet again I built an outer kitchen near the house, but I only received 10*l.* towards this, although I had paid more than 30*l.*, without mentioning the fact of my hauling stones, wood, and timber, without payment. After the death of the Rev. G. Thomas I was obliged to pay 24*l.* yearly for the holding, but now the rent is 20*l.* My complaint is that

Sir *John Llewelyn*—continued.

I received no payment for the improvements which I made on the place during the 46 years that I have lived there. We ought to have some method to protect the tenants who improve their holdings.

48,396A. Then your landlord is the Rector of St. Mary's, Cardigan?—Yes.

48,397. Politics and religion make no difference between you and your landlord, do they?—No, I cannot say that.

Mr. *Grove.*

48,398. When you voted against the Church rate, where did you vote?—In the church.

Mr. *Griffiths.*

48,399. In what church?—In Llanarth Church.

48,400. But did not your landlord live at Cardigan?—Yes.

48,401. Then how did he know that you voted against him?—I cannot say.

48,402. Then how do you know that you had notice to quit because you voted?—I did not know that, only it followed.

The witness withdrew.

Mr. Thomas Jones called and examined through an Interpreter.

Sir *John Llewelyn.*

48,403. You are Mr. Thomas Jones, a tenant farmer of Singrugcoch, Llanarth?—Yes.

The witness's statement, which was written in Welsh, was translated by the interpreter as follows:—

In the year 1868 I took a farm of Cwrtyrhydlyd, in the parish of Llanarth, the owner being Daniel Davies, Lone, Neuaddlwyd, and the extent of the farm 70 acres, and the rent 24*l.*, with conditions. Buildings were wanted, and so far as I can remember, our agreement was as follows: First, that I had to haul everything towards the buildings; second, that I was to receive full compensation at the conclusion; third, that the boundaries were to be put up, and to be placed in a satisfactory condition at the expense of the landowner; and fourth, that the rent was to be increased 4*l.* after this. Having finished the buildings, I went to ask for compensation for the haulage, and this is the answer I got: 'I cannot pay you anything; I do not allow anything to anybody.' I carried 184 loads of stone from three to four miles distant along a road which is exceptionally difficult and uneven. I spoilt my carts, and my animals were much abused, and I toiled much myself, and this at least without any payment. I was obliged to carry from this distance, because the stones were to be had on the same estate. The boundaries were not put up in accordance with the conditions. Out of the 14 years that I lived there I had to pay the 4*l.* increase for eight of the 14 years. I had received every encouragement from the landowner to make improvements. When I complained he promised to bear every expense, but when he saw the bill all his promises were scattered to the four winds, and I was in their midst without anything. I did not even get as much as a halfpenny for the work, or for the improvements which I had made on the farm.

After being disappointed, and suffering loss by these deceptive promises, I went to look for another farm of the name of Bryngwyn, on the Monachdy estate. I took this, and in October 1882 I moved up there. It measured in extent about 65 acres, and the rent was 26*l.* My landlord told me that I would be allowed to remain there as long as I could pay the rent, and that I would receive timber from him towards putting up gates on the farm without payment, but that I was to leave them where they were, should I quit the farm. I received notice to quit the first September after going there. The farm was being sold. I went to see a farm called Penforfach, the owner being Mr. Davies, Rhydlas, Llanrhystyd. I took it for 47*l.* 10*s.*, but before the year was over I understood that

Sir *John Llewelyn*—continued.

I would never be able to pay for it, and I went to offer it back or to have a reduction of 2*l.* in the rent. My landlord told me that he had a tenant ready to pay 5*l.* more. Still he would not take the holding off my hands, so I was obliged to look for somebody to take it, but I did not receive half the cost which I incurred for seeds and for fallowing. This tenant remained there a twelvemonth, and now the farm is rented to another for 27*l.* or less. I had an offer of taking it for 27*l.* after I had left. The rates at this place were 8*l.*, and the tithe was 8*l.* The rates belonged to the two Unions, namely, that of Aberystwyth and Aberayron, and the tithe belonged to four different persons, and Heaven knows how many objects.

Whilst I was a young man in service I was able to put a little by. After marriage, I was able to take to a farm of 70 acres, and that without being in debt. I conscientiously say that I have been energetic, and that I have been thrifty, but by to-day I am obliged to be contented with a farm which is only sufficient to keep two cows. Undoubtedly insecurity, fickleness, and deceit have sent me to this position. I should like to see every landlord receiving justice, and I should like to see every farmer receiving the same thing, but I believe that it will not be had until different laws to those which are now in vogue are obtained; and until we are able to obtain some middle authority between landlord and tenant this will not occur.

Mr. *Griffiths.*

48,403A. You say the seeds and following were not paid for?—Yes, I received no payment.

48,404. Were they not valued?—No.

48,405. That is rather an unusual thing. Is that the custom in the neighbourhood?—No, I am not aware of it. I have not seen that done, so far.

48,406. You have tried these farms, have you not?—Yes.

48,407. Under these landlords?—Yes.

48,408–9. Do you consider that the rents were too high on each of them?—I think that the first was too high. I do not know with regard to the second, but the last was too high.

48,410. Then would you wish to get some other authority to settle with regard to the rent which a tenant has to pay?—I should like it.

Sir *John Llewelyn.*

48,411. I have a question put in by Mr. Stephen: "Who was your first landlord"?—Mr. Daniel Davies, Neuaddlwyd.

48,411A. Was there nothing in writing between you?—No.

The witness withdrew.

Sir *John Llewelyn.*

My brother Commissioners wish me to say, before we conclude that the Witnesses' Protection Act, which was passed a year or two ago, will unhesitatingly be put into force, in the case of any offences against it. We are determined as Commissioners to try and elicit

Sir *John Llewelyn*—continued.

all the truth we possibly can, and as some witnesses here have stated that they think there was some fear of their landlords in regard to their coming forward, we are determined to do all we possibly can for the protection of witnesses. Of course there are good landlords

Sir *John Llewelyn*—continued.

and bad landlords. We do not believe that there are any landlords who would take advantage of the tenants coming here to say what is merely the truth, but we cannot shut our eyes to the fact that such things have occurred, and if any case is brought to our notice of any form of intimidation by which witnesses are prevented from coming forward, we are determined to do our best to make that Act operative and effective.

Mr. John Evans called and examined through an Interpreter.

Sir *John Llewelyn.*

48,412. You are Mr. John Evans of Quarre?—Yes, in the parish of Llanarth.

48,413. I will ask the Interpreter to read your statement?—If you please.

The witness's statement, which was written in Welsh, was translated by the Interpreter as follows:—

Evidence of John Evans, tenant farmer, Quarre, in the parish of Llanarth. My father took a holding called Brynne, in the parish of Dihewyd, when I was 20 years of age, about the year 1842, on the Brynog estate, at an annual rent of 25*l.* This was 4*l.* more than its previous rent. It was 70 acres of land, but most of it was wild land, without ever having been drained. The most part was very wet soil, and a good deal of it had not been enclosed. We started to put up fences, and to drain and to clean the land thoroughly at our own expense. One field cost 30*l.*, and the rest of the farm more than double that amount. We put 200 perches of new fences, and our neighbours told us at that time that we were doing ourselves harm. We were not for some years receiving anything like our subsistence on the place, although we were only five in the family, and all of us able to work. To our great sorrow our father died a few years afterwards, and I and my mother got the farm. In about 15 years we had enclosed the whole of it, and had dried up most of the place, and we brought water to the farm-house for threshing, and did all of this at our own expense. At that time, 1860, a valuer came there, and some of my fellow tenants, who had not made any improvements, received a reduction, but we had an increase of 6*l.* a year for our work in improving the place. This continued for the nine last years that we remained there. Mr. Davies, of Frood Vale, the valuer, told us that the place had been sold for 300*l.* or 400*l.* more than it would have been sold for, had the improvements not been made, but we received not a penny. I got another farm called Rhiwbrenfawr, in the parish of Llanarth, in 1870, which was 151 acres in extent, for the rent of 90*l.*, namely 10*l.* more than the former tenant paid, because I was obtaining a convenient shed for the cattle. I also spent there 200*l.* in seven years on improvements, such as building on a small place called Pengribin, and putting up hedging and draining. In the eighth year I received notice to quit, or to raise the rent by 10*l.* yearly, so I left, because paying 5 per cent. to my landlord for my own improvements was more than my human nature could bear. Besides this, I was unable to cultivate the place properly and to pay the rent that was asked, although my children were with me working without wages.

Sir *John Llewelyn*—continued.

So I was obliged to leave this place again, without as much as even a penny compensation.

This was in the year 1878, when I bought a holding about 40 acres in extent, but in consequence of my having bought it at a dear price I was obliged to sell it last year. But I am still there as a tenant. I hope I may finish my earthly course there. I think that I have a good landlord, but I think that we want something of exceedingly more importance than that, namely, just laws to protect the farmer and to secure his improvements, and security of tenure for a fair and reasonable price, and I do not know of a more excellent method than having a land court, made up of practical gentlemen, although I know that a large number of oppressive landlords shudder when they think of such things. But I am glad that my present landlord believes strongly that this is the only way to protect the farmer, and I know of others of the same opinion. I appeal strongly to you, my Lords and Gentlemen, that you should give the most serious consideration to this, in order to protect the farmers, who are in this part of the country almost crushing the dust as small dust of the scales.

Mr. *Griffiths.*

48,413A. Then, if I rightly understand, you would wish to confirm the opinion of the first witness, that rents are raised upon those that farm well, and lowered upon those that do not farm well?—That has had a very bad effect upon the country.

48,414. Do not the farmers farm so well now as they used to?—No, they do not. Farming began to be paralyzed 30 years ago.

48,415. What price did you pay for the farm that you bought?—800*l.*

48,416. What did you sell it for?—I sold it for less than I gave for it.

48,417. You could not pay the interest on the money, I suppose, could you?—No.

48,418. Was the interest more than former rent?—They were bad times to sell in; everything went very cheaply, almost for nothing.

Mr. *Grove.*

48,419. Then you consider that there should be payment made for all improvements?—When certainty of payment is lost, one as no spirit to work.

48,420. You think there ought to be security of tenure?—Yes.

48,421. And you think that if those things were secured the land would be made to produce a good deal more, do you?—Undoubtedly.

The witness withdrew.

Adjourned.

FIFTY-SEVENTH DAY.

The Town Hall, Aberystwyth, Cardiganshire, Saturday, 28th April 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.
Mr. FREDERICK SEEBOHM, LL.D., F.S.A.

Mr. CECIL E. OWEN, Assistant Secretary.

Lord *Kenyon*.

Owing to the large number of witnesses to be examined to-day, the Commissioners will sit in two courts. We have heard so much expression of opinion that witnesses are afraid to come forward, that I will read what Lord Carrington said at the opening of our first meeting: "We have no reason to believe "that undue pressure will be brought upon "any class of witnesses or any individual wit- "ness; nor have we reason to think that the "giving of evidence by any person in this "county will lead to his being in any way "injured. But it is, of course, possible—we "cannot shut our eyes to what has before now "taken place in regard to affairs of this kind— "that some men are less scrupulous than others, "and that it is possible that witnesses who "speak here what is in their minds may be "subjected to loss and annoyance. We desire, "therefore (and it is our duty to do so), to "point out that the recent Act, the Witnesses' "Protection Act, 1892, affords a remedy ade- "quate to meet any ordinary case."

Mr. J. EDMUND VINCENT called and examined.

Lord *Kenyon*.

48,422. I believe you wish to hand in a statement?—Yes, my Lord; I hand in a list of abatements and reductions on 18 estates in the county of Cardigan, with observations as to the history of rents. Those are obtained in this way. Shortly after the Commission was appointed, I sent out a list of questions, numbering 22 in all, to all the landowners whose names I could discover, in South Wales and Monmouthshire. In each case the answers as given to those questions have been copied exactly. All answers given upon these three points have been included, whether they are favourable to the landowner's cause, or unfavourable. Of course I do not contend for one moment that any of them are evidence in the strict legal sense of the word, but I call the attention of the Commission to the fact, as I submit properly, I have omitted all matter which could considered in the slightest degree controversial. For instance, it was suggested to me in North Wales, after the first table of this kind had been accepted in South Wales, that the answers to various other questions might be included in this table. There was a question, for example, "Have you had any "evictions on your estate within the last 20 "years?"—or something of that sort—"if so, "please state the cause." I at once considered I could not expect any Commission to receive evidence of that kind, because that evidence would be distinctly controversial. I think it well to make this statement at each place where this table is handed in, in order that those who are present in the court may know the exact nature of the table that is handed in. I may add, as before, that I am ready of course to be cross-examined on this table at any moment. (*The witness handed in the following table.*)

Lord *Kenyon*—continued.

CARDIGANSHIRE.

LIST OF ABATEMENTS AND REDUCTIONS.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Thomas Harman Brenchley, Glaneirw, Cardigan.	Blaenporth - - (120 acres.)	From July 1886 to January 1888, I returned 7½ per cent.; in 1889, 5 per cent.; January 1893, 5 per cent.	In 1880 I reduced the rent of principal farm 30*l.* per annum, from 270*l.* to 240*l.*	——
Mrs. Brigstocke, Blaenpant, Boncath,	Blaenpant - - (In Pembroke and Cardigan, 4,900 acres.)	In 1879, 10 per cent. from the Michaelmas rents; in 1881, 10 per cent. from the Michaelmas rents; and from 1885 to the present time 10 per cent. from every half year's rent.	I have permanently reduced the rents of three farms, one to the extent of 50*l.* a year, another 15*l.*, and another 5*l.*	The estate has never been revalued as a whole. There have been some increases of rent on change of tenancy.

LIST OF ABATEMENTS AND REDUCTIONS—*continued.*

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Earl Cawdor, Stackpole Court, Pembroke.	In Carmarthen, Pembroke, and Cardigan, 70,000 acres.	For three years, from Lady Day 1885 to Lady Day 1888, allowances of 15 per cent. were made to the farm tenants. For one year, from Lady Day 1891, the tithes have been allowed, being about 7½ per cent. For the present year, from Lady Day 1892, the tithes are again allowed, and an additional 10 per cent. out of the rents.	No permanent reduction of any consequence up to the present time. Now a few trifling reductions are proposed.	All the estates were valued about 30 years back; and the rents were increased by re-lettings about 5,000*l.* a year.
Major Parry Hughes and Mrs. Hughes, Allt-Lwyd, Aberystwyth.	Allt-Lwyd and Mabws (In Cardigan and Pembroke, 3,500 acres.)	In some cases 5 per cent.	All rents have been permanently reduced. Some instances: Farm 140*l.* per annum for 50 years is reduced to 90*l.*, present rent. Farm 180*l.* per annum for 50 years is reduced to 130*l.*, present rent. Farm 290*l.* per annum for 40 years is reduced to 230*l.*, present rent; and other farms have been reduced 10*l.* and 5*l.* per annum. These farms are upon the Allt-Lwyd estate, corn land, and were let by my father about 45 years since. No rents have been raised by me.	The Allt-Lwyd estate was revalued five years since; the old rents were reduced 15 per cent.
David Jones, Tynyffhynon, Llanon, R.S.O.	Penlan - - (165 acres.)	- - - -	Rent reduced in 1890 from 113*l.* to 90*l.*; in 1893 from 90*l.* to 80*l.*	Rent remained the same from 1841 to 1890.
Mrs. Jones, Tiburwen, Carmarthen.	Elm Lodge - - (In Carmarthen and Cardigan, 1,805 acres.)	For the years 1886 and 1887, 10 per cent.; the half year ending Lady Day 1888, 10 per cent.; Lady Day 1892, 5 per cent.; Michaelmas 1892, 10 per cent.	- - - -	My estate has been valued twice, each time increasing my receipts. In several instances rents have been raised.
Captain Jones-Parry, Tyllwyd, Newcastle Emlyn.	Tyllwyd - - (1,200 acres.)	Abatements are constantly granted. I have returned 5 to 10 per cent.	- - - -	The estate was revalued in 1874. In one case there was a decrease; in the others some were unaltered, the rent increased ranging from 5 to 2 per cent. The increase was almost nominal. The property had not been revalued since 1818 or perhaps before that even. Very large sums had been laid out in buildings and improvements.
Colonel John Lewes, Llanlear, Talsarn.	Llanlear - - (1,350 acres.)	I have granted abatements of 10 per cent. in the years 1885, 1886, and 1887; in 1888, 7½ per cent.; in 1891, Michaelmas half year, 10 per cent.; and in 1892, Michaelmas half year, 10 per cent.	No reductions have been made.	The estate was valued on the death of my father, in 1860. The valuation on the whole was an increase, but it had the effect of equalizing the various holdings, which was much to be desired.
Colonel W. P. Llewellyn Lewes, Llysnewydd, Llandyssil.	Llysnewydd and Grange. (In Carmarthen and Cardigan, 4,200 acres.)	My father, who died in 1890, granted abatements from 5 to 10 per cent. on several occasions. Last year I granted 5 per cent., and at the last audit, for Michaelmas, I granted 10 per cent.	I have permanently reduced the rents in two or three cases; but the rents generally are the same now as they were when valued in 1871.	The estate was valued in 1871, the rents being raised slightly in some instances.

LIST OF ABATEMENTS AND REDUCTIONS—*continued.*

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
Mrs. Lewis, Clynfiew, Boncath.	Clynfiew - - (In Pembroke, Cardigan, and Carmarthen, 4,870 acres.)	Abatements have twice been granted; 10 per cent. was given on the rents payable Michaelmas 1885 and Michaelmas 1892. Reductions have frequently been made at other times during this interval *in individual cases.*	A slight reduction has been made in the case of two farms, 5*l.* a year on each.	The estate has not been revalued for *purposes of rental*, but in the year 1888 a competent local valuer went over the whole property for the purpose of inspecting the state of repairs and cultivation, of rearranging boundaries and readjusting values where necessary. The estate was at that time very *unequally* let, and the valuer advised a reduction in some cases and an increase in others. His recommendations were followed, but the rents were not raised to the figures mentioned by him in any one case, and in many cases no change was made at all. The net result of the valuation was a net result of the estate rental.
Earl of Lisburne, Crosswood, Aberystwyth.	Crosswood - - (39,544 acres.)	Considerable portions of the estates have been sold since 1888.	The permanent reductions on my rent roll since 1877 amount to 573*l.* 14*s.*	My estates were revalued as a whole for purposes of rental in my late father's time, in 1874, and the result was to increase the receipts. I entered into the possession of the estates in 1888, and made no revaluation. I believe the rents of my property have not been raised in any particular instance except at the revaluation.
Thos. Edwd. Lloyd, Coedmore, near Cardigan.	Coedmore and Trewern. (In Cardigan, Carmarthen, and Pembroke, 4,500 acres.)	For the Coedmore estate, 5 per cent. was allowed in Lady Day 1886, Michaelmas 1886, Lady Day and Michaelmas 1887, Lady Day and Michaelmas 1888, and Lady Day 1889; and for Michaelmas 1892, 10 per cent. (except where there were leases). For the Trewern estate, 10 per cent. allowed at Michaelmas 1885 and Lady Day 1886; the same at Michaelmas 1886, the same at Lady Day and Michaelmas 1887, the same at Lady Day and Michaelmas 1888, 5 per cent. was allowed at Lady Day 1889; and 10 per cent. at Michaelmas 1892.	Since 1877 rents have not been reduced very materially.	The Trewern estate was revalued in 1864, for the purpose of a partition between my late mother and uncle, Mr. Longcroft of Llanina, Cardiganshire, and such valuation has not been materially altered since that period, except in cases where old leases have fallen in.
Captain Herbert Vaughan, Brynog, Talsarn.	Brynog - - (2,800 acres.)	Ten per cent. some half-dozen audits.	Since the passing of the Tithe Act in 1891 I pay the tithe, and in rearranging the rents, my income is reduced by some 50*l.*	Every farm of mine has a field valuation made some 30 years ago, but in no instance has any farm been let at a rental as high as the valuation.
Mrs. Vaughan, Llangoedmore, Cardigan.	Llangoedmore - - (550 acres.)	I returned 5 per cent. to my tenants when they paid their rents in 1887, and paid a half year's tithe rentcharge for each tenant in 1892.	I have not permanently reduced my rents since 1877. One small holding only was reduced from 14*l.* to 10*l.*	

		£	*s.*	*d.*
10 per cent., half year to Michaelmas	1885 -	544	19	1
10 „ one year „	1886 -	1,119	15	6
10 „ „ „	1887 -	1,140	16	5
12½ „ „ „	1888 -	1,472	4	7
15 „ „ „	1889 -	1,661	3	10
10 „ half year „	1892 -	377	19	3
		6,316	18	8

LIST OF ABATEMENTS AND REDUCTIONS—*continued.*

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to History of Rents.
T. J. Waddingham, Hafod, near Aberystwyth.	Hafod - - - (In Cardigan and Montgomery, 15,000 acres.)	For the two last half years 10 or 15 per cent. has been allowed to all who paid punctually.	After 1877 the rents of those who had no leases were permanently reduced by 10 per cent. To the largest tenant (3,000 to 4,000 acres) besides the 10 per cent. reduction of rent, 100*l.* was allowed in 1885 for that year, and last year his rent was reduced by 30*l.* The permanent reduction has been about 38 per cent. I should add that from 17 to 18 per cent. of the rents are paid by hauling for the landlord at so much a load.	The estate has not been valued during the time for which I have known it, viz., 22 years. The rent of one newly purchased farm was raised, but buildings have since been erected thereon.
Mrs. Lloyd Philipps, Penty Park, Haverfordwest.	664 acres - -	For the last four or five years 10 per cent.	No reductions.	——
Arthur Picton Saunders-Davies, Pentre, Boncath.	Pentre - - - (In Pembroke, Cardigan, and Carmarthen, 6,700 acres.)	No abatements - -	In one case the rent of a farm was reduced from 90*l.* to 80*l.*	The Pentre old estate was revalued about 30 years ago. Some of the farms were increased in rental and some reduced. The Pentre Cilwendeg estate was bought in 1884, and the rents have remained the same, with the addition of the tithe.
Captain Stewart, Alltyrodyn.	Alltyrodyn - - - (1,123 acres.)	In 1888 an abatement of 5 per cent., and in 1893 of 10 per cent. on all farms.	In 1887 reduced the rent of Blaeneinon 10*l.*, from 85*l.* to 75*l.*; in 1888 reduced the rent of Pullbryn 4*l.*, from 34*l.* to 30*l.*, tenant to expend 4*l.* yearly in lime.	——

The witness withdrew.

DAVID JENKINS called and examined through an Interpreter.

Lord *Kenyon.*

48,423. Where do you live Mr. Jenkins?—At Cerrigcaranau.

[*The following statement of the witness was read.*]

My father, David Jenkins, held a farm, called Cwm-meurig Uchaf, in the parish of Gwnnws, on Lord Lisburne's estate. My ancestors had lived on the place for many generations. I can trace them back for four or five generations. I have heard my grandfather say that the rent asked at one time was 3*l.* a year. This was afterwards raised to 4*l.*, when the tenant threatened to leave, fearing he would not be able to pay the advance, but the agent persuaded him to attempt it, and promised not to be hard on him. By the year 1797 the rent had been raised to 8*l.* I have a receipt for 4*l.*, a half-year's rent, dated the 23rd of March of that year. Jenkin Morgan Jenkins was the tenant at that time. He was the first to plough the land with horses. Before that time the ploughing was done by oxen and a wooden plough, which they could carry on their shoulders from

Lord *Kenyon*—continued.

one place to another. This, however, was good enough for their purpose, as there were no fields on the farm. The place was a desert, without hedges or fences, and without any but natural boundaries. In the year 1826, Jenkin Morgan Jenkins' rent was advanced to 21*l.* He held the farm until his death in 1838. He was succeeded by my grandfather, William Jenkins. At that time the buildings were miserably poor. The dwelling-house, if worthy of the name, was a one-roomed mud cottage with a thatched roof, and the only mediums for light were the door and the chimney. Under the chimney-piece there was a strong pillar, which presumably bore the weight of the whole building, and this was also used for hanging bacon. This was the house my grandfather had to live in or build another. This he did the following year, in 1839, entirely at his own expense. He also made many improvements on the farm by fencing, draining, manuring, and liming the land. To put lime on the land at this time meant great trouble and expense. It had to be carted from Aberystwith,

Lord *Kenyon*—continued.

a distance of 15 miles. The carts had to be started on the evening of one day, in order to be early at the lime kiln on the following morning. After bringing that load home, they rested the following day, starting again the next evening. In this way they could only procure about three loads in a week. In the year 1848, he further built a stable and cow-house at his own expense, excepting only the timber, which was supplied by the landlord. In 1858 the rent was raised from 21*l.* to 28*l.* In 1859 he built a house on the farm entirely at his own expense, intending to live there the remainder of his days. When he removed into this house, my father became tenant of the farm, and occupied the farm-house. He at once set about improving the farm, but in the very next year, 1860, the rent was again advanced by a new agent, named William Burman, from 28*l.* to 31*l.* In 1861, a barn and cart-house were built, probably on the same terms as the previous buildings, although I have no direct proof of the fact. The greater part of the improvements on the farm were effected during his tenancy. He brought the farm to such a condition that it was a model of what a farm on such high land ought to be. In 1875 the rent was again raised by the present agent, Mr. Gardiner, from 31*l.* to 46*l.*, making an increase in 17 years of about 120 per cent., and in 80 years of nearly 600 per cent., and this entirely on the tenants' improvements. In this year, 1875, my father and a neighbour were looking at a swede crop, which was being destroyed by hares and rabbits. His neighbour advised my father to set a few traps to catch them, and he did so. When he went to look at the traps the following morning, he was met by two of Lord Lisburne's gamekeepers, who at once reported the matter to his lordship. This happened at the beginning of the year. On the 20th of the following March he received notice to quit, and, although he and my grandfather went several times, both to the agent and landlord, to beg to be allowed to continue in the farm, he was compelled to leave in the following autumn. The sin was an unpardonable one, being an offence against one of the most sacred laws of the estate. Thus, my grandfather was turned out of his own house, where he had intended spending his declining years, and my father out of the farm where he had spent the best years of his life, working hard for its improvement, and upon which he had spent hundreds of pounds, to fare as best he might with his family of seven children, the eldest only 13 years of age, without a penny piece of compensation; but Providence took care of him and his family. He obtained a farm which had been well cultivated, but upon which there was room for several improvements. I often tried to persuade him to undertake this work, but to no purpose. The cruel and inhuman conduct of his former landlord had effectually killed every desire for improvements. I state this to show the effect produced on his after life as a farmer, and the effect which such unworthy conduct must have on agriculture generally. I believe agriculture cannot be prosperous in Wales

See 49,190.

Lord *Kenyon*—continued.

until we have a Land Act which will deal justly with landlord and tenant, will provide fair rent, security of tenure, and compensation for improvements to the tenant. The law should also secure to the tenant the right to please himself with respect to game. As he pays rent for the farm, the produce should be secured to him; but, since the landlord requires a portion of the crops for his game, he should be made to bear a part also of the rent, tithes, and taxes.

Mr. *Seebohm.*

48,424. What date was it when the wooden plough was in use?—That was before the year 1797.

48,425. And the style of cottage with the pillar on which the bacon was hung—was that at the same time?—Before the new one was built, in 1839.

48,426. Was the fire-place in those old cottages against the pillar or at the end of the cottage?—Against the pillar.

48,427. The fire-place?—Yes, against it.

48,428. It is an interesting survival of the very old style cottage which is mentioned in the early documents?—Yes, it is.

Mr. *Richard Jones.*

48,429. Did your grandfather apply to the landlord or the agent to erect a house for him?—Yes, but that was of no use.

48,430. Before building the house did he try to obtain from the landlord or the agent a promise that he would not be disturbed in his tenancy?—I am not quite sure on that point.

48,431. Is the Ground Game Act utilised now by the tenants on the estate?—No, I do not think so.

48,432. Do the tenants know that they have the right of killing the ground game?—I dare say that they know, but they are afraid to do so.

48,433. Has the agent or the landlord discouraged the tenants in any way in making use of it, by threats or otherwise?—I think they have on some estates.

48,434. You speak of Lord Lisburne's estate, do you not?—Yes, of that estate.

48,435. They do make use of the Ground Game Act?—No, they do not make use of the Act.

48,436. Are the tenants troubled by ground game?—Yes, very much.

48,437. Do they not kill any of the rabbits or the hares?—No, only very few. I know a farm where the game spoil the whole crop.

48,438. Have they applied to the agent to allow the gamekeepers to kill them?—I think they have done so.

48,439. Have the gamekeepers done anything to keep them down?—Very little.

48,440. You really think that it is from fear that the tenants do not make any use of the Act?—Yes, it is from fear, I believe.

Lord *Kenyon.*

48,441. Are you on Lord Lisburne's estate now?—No.

Lord *Kenyon*—continued.

48,442. Are you a tenant farmer now?—Yes, on the Cwrt-mawr estate.

48,443. Have you anything to complain of in your present holding?—No.

48,444. With regard to the rabbits on Lord Lisburne's estate, you say the gamekeepers do not kill them, and the tenants do not kill them. Does anyone kill them?—The landlord kills a few of them.

48,445. They ought to swarm if no one kills them?—Yes, so they are.

48,446. Do you mean seriously to say that the tenants never kill rabbits at all?—Some tenants kill them but the others are afraid to do so.

Lord *Kenyon*—continued.

48,447. What do you think of those who are afraid to do so; are they not rather foolish?—Well, I should think they are.

48,448. It is not much encouragement to pass laws for the sake of the tenant if he is afraid to make use of them?—No, in some way it is not.

Mr. *Richard Jones.*

48,449. I understand your contention is this, that the tenant is afraid to incur the landlord's displeasure by making use of the Act?—Yes, he is afraid that the landlord might show some displeasure towards him further on.

The witness withdrew.

Mr. JAMES JAMES called and examined.

Lord *Kenyon.*

48,450. What are you, Mr. James, and where do you reside?—I am a freeholder, and a justice of the peace for the county, and I live at Ffynonhowell, Llanrhystyd.

48,451. Will you kindly give us your evidence?—My brother, Jenkin Morris James, was adopted when a very young child and brought up by his uncle, his mother's brother, Mr. Jenkin D. Morris, who lived at Brynhir, on the estate of Miss Mary Morice, of Carrog, Llanddeinol. Mr. Jenkin D. Moris was a member and a faithful deacon of the Calvinistic Methodist Church at Tabor, Llangwyryfon. He died in November 1856, at the age of 76 years, having lived at Brynhir for about 50 years. After the death of his uncle, my brother, Jenkin Morris James, who was married about two years previously, took and farmed Brynhir. In April 1860, J. M. James, together with all the other tenants of the Carrog estate, received the following letter from Miss Morice, his landlady. Later on John Jones, Bridgend, sent in a report, and stated in that report that the letter which was sent by Miss Morice to her agents was written in the vernacular. I beg to state that that is not correct. I have here the original letter which was sent to my brother, and it is in English, and you can see it. That letter is as follows:—"As I firmly believe the principles of "our Church which I have embraced to be in "strict accordance with the Word of God, I "therefore take great interest in the church in "the parish of Llanddeinol, and feel it a duty "incumbent upon me to do all I can for its "success. Having been placed by Divine Providence here as a landowner, I feel the responsibility of my situation, and have come to the "conclusion of making that use of the property "entrusted to my care which I deem consistent "with the religion of our blessed Saviour by "conscientiously choosing those persons to be "my tenants who can and will support our "church from principle and conscience. Deeply "impressed with these considerations, I feel "myself morally bound to set before you two "alternatives, and you are at liberty to choose "for yourself, namely, to attend our church

Lord *Kenyon*—continued.

"service with your family, and thus to support "its principles, or otherwise, if your conscience "will not allow you to comply with my request, "you must quit the farm which you hold of me, "because my conscience also forbids me to allow "you to make use of the advantages which you "derive from your connexion with my property "as a tenant to the support of those principles "which are at variance and hostile to those of "your landlady. Far be it from me to make "the attempt of forcing or compelling any of "my tenants to become Church people, and far "be it from themselves to be so inconsistent "with themselves as to expect they shall continue to be my tenants unless they are Church-"going persons, because by so acting I shall "consider myself doing else than patronizing "what is quite contrary to my own views. I "trust also that as far as religion is concerned "you will be generous enough to allow me that "liberty of conscience in the use of what I can "claim to be my own which you yourself take, "in the use of the same, and thus we shall be "progressing mutually towards keeping that "golden rule of justice, 'Whatsoever ye would "'that men should do to you do ye even so to "'them.' I have thus thought it proper so far "to explain myself that you may know the "nature of the ground upon which it is my "intention to proceed, and may see the fairness "of the course of conduct which I mean to "adopt.—MARY MORICE, Carrog, April 1860." J. M. James and another tenant, John Lloyd, of Palmon, refused to comply with the terms of this letter and to attend with their families the services at Llanddeinol Church. They were consequently served with notices to quit in September 1860, and were driven from their farms in the year 1861, and obliged to leave one-third of their crops and many other improvements without receiving a single penny for them. The family of Brynhir at this time consisted of husband and wife and five young children. When the letter above referred to was issued by the landlady there were of Nonconformists on the Carrog estate 14 families of farmers and 13 families of cottagers. The number of

Lord *Kenyon*—continued.

Churchmen on the estate at the same time was two families of farmers and two families of cottagers. The Nonconformists on the estate at the present time are three cottagers, one a weaver, one a gelder (both of these dependent upon the country side for their living), and the third a labourer, who used to attend church but now goes to chapel. Many Nonconformists took farms on the Carrog estate during these years, but, having done so, they were obliged, without exception, to go to church on Sundays. Many farmers who went to church when they first took their holdings left them in a few years because they got tired of this condition or from some other cause. I venture, without hesitation, to express my conviction that Miss Morice, who was naturally of a kind and amiable disposition, would not have taken the course she did but for two reasons. The trouble must be attributed, in the first instance, to the inordinate desire of the vicar, the Rev. James Evans (well known under the *nom de plume* of "Clericus") to fill by any means within his power the church, the services of which were at that time attended by hardly any of the parishioners. It is clear that the original letter was neither written nor signed by Miss Morice. In my opinion, the hand of "Clericus" is very evident in it, and I believe this could be verified by a comparison of the letter with the baptismal register for those years, which is now probably in the custody of the present vicar of the parish. Next to the influence of the vicar, the letter owed its existence, I think, to the fact that the agent, Mr. David Pugh, who was one of the two Conformist tenants at that time, coveted places on the estate for his children. As already stated, only two very moderate farms, viz., Brynhir and Palmon, were vacated at the first attempt, and the best of these, Brynhir, was given to the agent's son. Experience soon proved that Brynhir was only a poor farm, and it was found necessary to look out for a better one. The next step, therefore, was to give Mrs. Catherine Edwards, Pencwmmawr (one of the best farms on the estate) notice to quit, on the plea that she had not been properly converted to Church principles; but whether her conversion was real or not a better farm had to be found for the agent's son. Much to their surprise, seeing that they attended church regularly, Mrs. Edwards and her family had to leave, and it is estimated that she was a loser in consequence to the extent of 500*l.* After Mrs. Edwards' departure the agent's son removed from Brynhir to Pencwmmawr. A couplet from a song written at the time in honour of the agent comes to my mind, and is a striking commentary on the transaction—

"Dafydd Pugh ydyw'r cawr
Sydd wedi llyngcu Pencwmmawr."

My brother, Jenkin Morris James, removed from Brynhir to Wernddu, on the Nanteos estate, in October 1861. He received notice to quit this farm for voting in favour of Mr. Evan Matthew Richards, the Liberal candidate, in the General Election of 1868. He came from this place to my mother at Penycwm Llangwyryfon. He received the sum of 150*l.* from the eviction fund to compensate him in some degree for the loss he had sustained in leaving Wernddu. I sent a detailed account of these circumstances to the late Mr. Henry Richard, M.P., and he made excellent use of them in his speech on the second reading of the Ballot Act. His description of the husband and wife with 10 young children, the eldest not 14 years of age, being turned out of their home because of the father's fidelity to principle had a profound effect upon the House. Jenkin Morris James died three years ago, leaving a widow and 12 children.

Lord *Kenyon*—continued.

48,451A. Do you think that sort of thing goes on now?—Yes.

48,452. The same sort of feeling?—Yes, there are only three Nonconformists on the estate now.

48,453. Is the same sort of notice given to those three Nonconformist tenants?—No.

48,454. How long have the three been in their holdings?—I cannot say exactly. I think one of them about 15 or 18 years, others less.

48,455. Who is the present owner of the estate?—The Rev. J. Hughes Sinnett, Llangadock, Carmarthenshire.

48,456. Did he buy it?—No.

48,457. He inherited it?—Yes.

48,458. Have you any letter to show the case of Mrs. Catherine Edwards?—No, my lord.

48,459. Was that the impression that that is why she was given notice to quit?—Yes.

48,460. Only an impression?—I think there is no evidence of that only what they say at that time, that that is the reason.

48,461. It is difficult to say what proper conversion is if she continually went to church?—Well, I cannot explain that.

Mr. *Richard Jones.*

48,462. Do tenant farmers exercise the rights of citizenship as freely as artisans and tradesmen, that is, in the way of attending public meetings, and showing their side?—On any estate, do you mean?

48,463. Do the tenant farmers exercise that right that townspeople do by showing their side when they are going out at times of election. Will they congregate together at a public meeting to discuss matters as they do in towns?—Not generally on estates.

48,464. So that after having the protection of the ballot, they are still labouring under a sort of fear?—Yes.

48,465. Do you think they would be more independent, and speak their mind more freely, if they had security of tenure and also compensation for unexhausted improvements?—Yes, of course.

48,466. Then you think, generally speaking, tenant farmers would be more manly in their character, and more independent, if they had security of tenure?—Yes.

Mr. *Seebohm.*

48,467. I did not understand how many of the Nonconformist tenants were turned out from this estate?—Two the first year.

48,468. And how many afterwards?—Well, they left themselves in a few years. Catherine Edwards was turned out the second year.

48,469. Do we understand that all but two conformed?—Yes. A few of the cottagers did not have notice from the landlady.

48,470. We have had a letter read which gave the cruel alternative. I want to know how many accepted the alternative of conforming?—I think all the farmers accepted it but those two.

48,471. And the cottagers?—No, not all the cottagers.

48,472. Were many of the cottagers turned out?—No, not many. The cottagers did not have notice to quit from the landlady.

48,473. Do you say your own belief is that Miss Morrice was naturally a kind-hearted woman?—Yes.

48,474. And, mistaken as her conduct may have been, you still think that she acted from conscientious motives?—I do. She was an old lady at that time, about 80 years of age.

48,475. You told us that those two who left lost money by losing the value of their improvements. Did they ask for any compensation for their improvements when they left?—I think they asked for compensation.

48,476. That compensation was not given?—No.

48,477. That was hardly like the "golden rule," was it?—No.

Professor *Rhŷs.*

48,478. You say most of the farmers conformed, excepting the two. Are there any of them alive now?—Yes, those that turned to Church at that time, there are some alive now.

48,479. Do they go to church still?—Yes.

48,480. All of them?—Yes.

48,481. What made you think that there was a complaint that that letter was not written in Welsh?—I do not think so, but Mr. Jones says so.

48,482. You would not care very much what the language was so long as the contents were such as they were. What makes you think that "Clericus" wrote that letter?—One gentleman told me that he was very well acquainted with "Clericus's" hand, and he was shown that letter, and he said, "that is very much like the hand of 'Clericus.'" I do not know the hand of "Clericus" myself.

48,483. How old was Miss Morice at the time?—She was nearly 80 years of age.

48,484. I do not think it looks like the handwriting of a man or woman of 80, but some people are very vigorous at 80, no doubt. Why is he called "Clericus"?—I do not know,

48,485. He had a *nom de plume*, you say?—He used to write to the newspapers under the title of "Clericus."

Professor *Rhŷs*—continued.

48,486. On what subjects did he write to the newspapers?—I do not remember well now, but he wrote many letters at that time.

48,487. On the land question or any religious question, Church and State, or what?—On that question at that time.

48,488. On the question of the religious convictions of the farmers?—Yes, but I do not remember well about those.

48,489. What papers used he to write to?—I think he wrote to the "Baner ac Amserau Cymru."

48,490. That would be Mr. Gee's paper?—Yes.

48,491. He was not quite of the same opinion, I suppose, as Mr. Gee?—Oh, no.

48,492. This is rather a long way back. You admit that, do you not?—Yes.

48,493. In what way do you connect that with the present day?—Because the same kind of thing is carried on through the whole estate now.

48,494. What evidence have you on that point?—I think that gentlemen here to day will give you evidence on that point.

48,495. Have you any yourself?—No, only there are a great many Nonconformists ask for farms on this estate, but they turn to Church every one of them.

Mr. *Seebohm.*

48,496. This evidence is almost entirely confined to the Carrog estate?—Yes, only the Carrog estate.

48,497. Is it your opinion that this is an exceptional estate?—Well, yes, of course, it is exceptional.

48,498. There are a great many landlords who make no difference between Churchmen and Nonconformists?—No, not to that extent however.

Mr. *Richard Jones.*

48,499. Do you know whether it is still made a condition that a tenant has to become a Churchman in order to have a farm?—It is.

Lord *Kenyon.*

48,500. You said just now that you did not think the farmers exercised their right of attending public meetings?—Yes.

48,501. Are most of the farmers in this neighbourhood Liberals?—Well, I cannot say that.

48,502. At any rate, they are successful in returning a Liberal, are they not?—I think most of them are Liberals.

48,503. You think most of them are Liberals, whether they attend meetings or not?—Aye.

48,504. I have a question to put to you by Mr. Samuel Evans: "Are not the three Non-"conformist tenants on the Carrog estate at "the present time cottagers." You said they were?—Yes.

48,505. "Is there a single Nonconformist "tenant farmer on the estate now."?—Not one farmer.

Lord *Kenyon*—continued.

48,506. This is a question by Mr. Vincent: "Who was the clergyman whom you say in- "fluenced Miss Morice"?—The Rev. James Evans. He died many years ago.

48,507. Is there any representative of the estate here? [*No response.*]

Lord *Kenyon*—continued.

48,507A. Does the Carrog estate belong to Mr. Sinnett?—Yes; the Rev. J. Hughes Sinnett, vicar of Llangunider, Breconshire.

48,508. This is a question by Mr. Bonsall: "Was not J. M. James taken in at Pencwm by a "Conservative and a Churchman after quitting "Wernddu"?—He was.

The witness withdrew.

Mrs. KATE JONES called and examined.

Lord *Kenyon.*

48,509. You are Mrs. Kate Jones?—Mrs. Jones, of Holyhead.

See 46,323 –46,416.

48,510. And you wish to rebut some statement of Mr. Thomas Hughes?—Mr. Thomas Hughes, of Pendre, given at Lampeter on Wednesday last.

48,511. A statement as to what?—First of all as to his giving evidence with regard to Mrs. W. R. Jones, the wife of the Rev. W. R. Jones, Calvinistic Methodist Minister (*Goleufryn*), Holyhead, whereas it ought to have been against Mrs. Kate Jones, of Holyhead, and Mr. David Lloyd, acting as agent on account of the other party. I am only part owner of the land of Erwtomau, whereas I understand that the evidence has been given against me as the sole owner of the place.

48,512. Yes. What he says is this, "James "Rowlands, Troedrhiwlwba, Penllwyn, Aber- "ystwyth, was my landlord, and the present "owner is one of his daughters, namely, Mrs. "Kate Jones, wife of the Rev. W. R. Jones, "(*Goleufryn*), Holyhead." You say that is not right?—I am only part owner. Mr. David Lloyd has been mortgagee for the other owner, and he acts as agent for myself as well. My husband has nothing whatever to do with the matter. He gave me sole control of the property under a marriage settlement. I wish to rebut that evidence, as it may affect him materially, being a public man.

48,513. I quite understand that. Your husband has nothing to do with it at all?—Nothing at all to do with it.

48,514. What further statements do you wish to rebut?—I may say this, that when my mother died, in the year 1869, I received the rent from Mr. Thomas Hughes, which was not paid to me as it should have been. He gave evidence at Lampeter that it was paid up to date, but it was not paid up to date; it was paid any time he wished. He would pay the other owner when he was asked for it, but as for me, I was treated just as he wished. I was then an orphan, and I think he was taking advantage of me, and even three rents would sometimes be running. What I had to do was to ask Mr. Evan Evans, the solicitor, to act for me to get the rent. I have letters to prove that. I have kept letters that I received from Mr. Evan Evans to show

Lord *Kenyon*—continued.

the difficulty he had in receiving the rent. I can refer to them now if you wish it.

48,515. You may put those letters in. You inherited this estate from your father?—Yes.

48,516. And he inherited it?—He inherited it from his father.

48,517. We were not quite sure whether it was a case of a sale or not?—No, it was during my infancy, I was three years of age. My mother died when I was 19 years of age, and I came in as part owner. It was divided between three sisters, the only children. My two other sisters are dead, and I am the only one living.

48,518. You say the rent was very hard to get. Is there anything else you wish to rebut. He has put in a large statement of claim. Have you anything to say about that?—I wish to object to the evidence given by Mr. Hughes as to his not receiving any compensation, and about his being ejected unmercifully from the farm; it appears in the papers as if he had been ejected by myself, whereas Mr. Thomas Hughes had been turned out of the house before I knew of it. It was through Mr. Evan Evans, the solicitor, that I first heard of it.

48,519. Perhaps it will explain matters if you read one or two of those letters?—Yes. This is a letter from the solicitor, Mr. Evan Evans, to me—"Aberystwyth, 19th June, 1882. Dear "Mrs. Jones, I have received your letter and "enclosure. Thomas Hughes' affairs are in "liquidation, and all his effects and property "are now vested in a trustee on behalf of the "creditors; he has no interest in the tenancy, "that has also passed to the trustee, but of "course the trustee holds subject to the terms "of the agreement, under which Thomas "Hughes has been holding. I have not been "able yet to ascertain what the intentions of "the trustee are with regard to the farm, but "we have a right to demand him either to "disclaim the tenancy or to continue it. "Hughes, however, cannot interfere in any "way; the rent has been already secured; and "you need not give yourself any trouble on "this head. I am sorry to say that Thomas "Hughes has for some time past been removing "his cattle and stock from the farm, and hiding "them at different places, and criminal pro-

Lord *Kenyon*—continued.

" ceedings are now pending against him. The " whole of his effects are advertised for sale " next week. The handbill contained *hay* as " well as stock, but from inquiries I have made " I find that the hay they intend selling is a " small quantity of last year's growth, worth " 10*s.*, or thereabouts. No part of the present " year's crops has been as yet touched, but it " would be well for me to see the agreement " that Thomas Hughes speaks of in his letter, " and if you can procure it, please send same.— " With kind regards, yours faithfully, Evan " Evans." There is another letter as regards his not paying the rent. This is dated 14th February, 1882: "Thomas Hughes has not yet fulfilled " his many promises to me, but my patience is " exhausted, and am therefore taking steps to " enforce payment." That is to contradict the evidence that he paid regularly up to date.

48,520. I suppose, as to the compensation, you do not know whether he spent his money or not on the farm?—I do not believe he did. I have an old rent-book here, and that shows that he did not pay the rent up to date. This is a bill of sale (*handing same*), to show that he was selling and in liquidation—that he was not ejected, as he says. Mr. Lloyd will explain that. Here is the agreement (*handing same*). By that he is supposed to have allowances made to him for building fences and opening up drains. I believe he has had that allowance.

48,521. He was compensated for those things, was he?—Yes. From what I have seen from some old books in my home, my mother employed labourers to do the work.

48,522. As to these buildings that he says he made, do you know anything about them?—I have not had time to read the evidence through.

48,523. I will read just this bit of the evidence, and perhaps you will be able to say something of it. He says: "I improved the " dwelling-house by rebuilding the pine end " with stone and mortar, flagging the floor, and " boarding the loft. The whole cost me 72*l.* The " barn I rebuilt entirely, with a wall. I laid a " threshing floor of boards, with both ends flagged " with stone bought at Aberystwith. This cost " me 52*l.* I made a stable sufficient to keep five " horses, including proper stalls, with loft, and " stone paving. The whole cost me 31*l.* I erected " a shed (14 yards long, 8 yards wide, and 5 yards " high) of stone and mortar, carting the stones " from the quarry myself, and roofed with zinc. " It had a loft above to keep hay, and divisions in " the floor to put calves and colts. This cost me " 62*l.* I also built two other sheds for young " calves. Those were boarded on the sides and " covered with zinc, and cost me 10*l.* I also " erected a boiler-house, with an oven in it. " This was built of stone and mortar, and the " timber of oak, and cost me 20*l.* I also ex- " pended 12*l.* in building pig-styes. I also " erected two cart-houses, and a place to keep a " trap at a cost of 20*l.*" Do you know anything about those?—I know that in the year 1868, my mother allowed to him 60*l.* in three

Lord *Kenyon*—continued.

half-yearly rents, 20*l.* each, towards building an addition to the dwelling-house. Then he alludes to a boiler-house. I think that was included as well.

48,524. Then he did have some allowance?—I am certain of that.

48,525. He suppresses that?—I have a memorandum at home to show that. It is written out in the handwriting of my brother-in-law, with my mother's name added to it, and the stamp and all.

48,526. Then he puts in a large claim for manures; I do not suppose you know anything about that, a claim for 890*l.*?—I really think he is exaggerating a great deal.

48,527. I should think it is very probable.

Professor *Rhŷs*.

48,528. He has a claim for guano amounting to 565*l.*; then, in answer to questions from Mr. Seebohm and myself, he admitted that he had had probably all the unexhausted value of that within about 100*l.*, so that there is about 450*l.* off this tremendous claim at one stroke?—Then about the outbuildings, he says that he had been rebuilding them. We have had to rebuild them now since he has left. We have allowed for one shed only 18*l.* for the incoming tenant. Mr. Lloyd will explain that later on.

Lord *Kenyon*.

48,529. You say that he was allowed something towards these various things. Then he says: "I had to leave the farm because we were " told it was too cheap, and it was refused both " to myself and my children. I offered 50*l.* for " it, but I was told that I should not have it." Is that a fact?—He was turned away from the farm, as I say, by the trustee in liquidation. The trustee would not on any account allow us to have possession of it if we were to have Thomas Hughes as tenant.

48,530. He did not consider Mr. Thomas Hughes a desirable tenant?—He did not. I have letters to prove it. Mr. Thomas Hughes' son, as he says, did come to Holyhead on two occasions, and he was treated with every cordiality and received every hospitality, but we told him, I think, the second time he came that the farm was already let, and that it was useless for him to come, and of course he knew very well that I was acting conjointly with Mr. Lloyd. The fact of it is, my husband was rather advising me to allow the son to have it, and Mr. Lloyd, in one of his letters, thought so, but it was useless for us to try; we could not get possession of the property at all from the trustee if we were going to deliver it up to him.

48,531. Then you were not quite a free agent?—There were other things, too, that turned up when things were pending, some criminal proceedings were brought against Mr. Thomas Hughes.

Lord *Kenyon*—continued.

48,532. Then you say it is untrue that he paid the rent every time. That is one of his statements?—That is a great mistake. He was very aggravating towards me, and I was at the time dependent chiefly on the rent for my livelihood.

48,533. He also says that the landlady did not incur any expense on the building. You can prove that he had 60*l.* odd worth?—I can prove that.

Professor *Rhŷs.*

48,534. I think he also suggested, at least, that is the impression on my mind, that you treated him with very scant civility, and had scarcely been polite to him. I suppose you do not admit that?—Well, I strongly object to that; it is not true.

48,535. It is not true?—We treated his son when he came to Holyhead—well, we could not have treated him better than we would if you had come there.

Mr. *Richard Jones.*

48,536. Do you know whether he kept the horses which he used as a timber merchant in the place?—Yes, as a timber merchant, and the liquidation, of course, was entirely on account of his occupation as a timber merchant.

Lord *Kenyon.*

48,537. A lot of these buildings were in pursuance of that trade, and had nothing to do with the farm at all. I daresay some of the stables that he put up were connected with his trade as a timber merchant, and had nothing to do with the farm?—I do not know that he has put them up.

48,538. Is there anything more you wish to say?—I should like Mr. Lloyd to prove our characters as landlords, because it reflects upon us.

48,539. Yes, we will take Mr. Lloyd's evidence at once?—I may say that he left the farm in a very dilapidated state.

48,540. He says he left it in an improved condition?—Oh no, he has given us a lot of expense.

48,541. I am afraid you have had to come a very long way here, madam?—Well, my husband's character was in question, and I was very anxious that Mr. Thomas Hughes's evidence should be rebutted without any further delay.

The witness withdrew.

Mr. David Lloyd called and examined.

Lord *Kenyon.*

See evidence of preceding witness.

48,542. What have you to say, sir?—I am David Lloyd, of Aberystwyth, accountant; I am mortgagee in possession of a moiety of this farm, Erwtomau, and act as agent for Mrs. Jones, the owner of the other moiety. The former tenant, Thomas Hughes, said, at least according to the reports, that "he was unmercifully turned "away from the farm" by her, meaning the landlady. To rebut that, I say that he became bankrupt in the year 1882, and under the Act of 1869 a trustee was appointed, and he took possession of everything on the farm. Thomas Hughes and the trustee became unfriendly.

Mr. *Seebohm.*

48,543. When was he turned out?—In 1882. The trustee came into possession and ejected him; he sold out everything in his power as trustee under the Bankruptcy Act, every stick and every creature on the land. The trustee informed us that he could retain the farm for a year and a half, and "run the land down," as they say in the country.

Lord *Kenyon.*

58,544. What time of the year was this—some time after March, I suppose?—Yes, it was in June. I may add that, judging from the land and the buildings at that time, it did not appear to me that one-fiftieth of the amount mentioned by him in his evidence had been expended there. As to the galvanized iron roof he speaks of, we paid 18*l.* to the trustee, which went to his creditors. We also allowed 20*l.*, a half year's rent, for wire fencing, which went to his estate. I think that no landlord would like to take a man not worth a penny back to the same land, where he was, attending to his timber business and neglecting the farming.

Lord *Kenyon*—continued.

48,545. He failed in the timber line, I suppose?—Yes; the landlady had nothing whatever to do with it, neither had I. We were passive in the matter. Of course there was a bitter feeling between him and the trustee; the tenant took away cattle and hid some, and was brought up before the court on criminal proceedings, in consequence of his acts. I say this, that the landlady had nothing whatever to do with his leaving the farm.

48,546. This was all after his liquidation?—Yes, he would have been there up to to-day as far as we were concerned if he had behaved. Of course we could not take him back. He says we refused 50*l.* rent. We did not want exorbitant rent, but we could not take a penniless man as tenant. As to his reputation, I may say that he had to go to another district in consequence of the ill-feeling created at the time, but we had nothing whatever to do with that.

Lord *Kenyon*—continued.

48,547. Can you tell me what the farm is let at at the present moment?—The farm of Erwtomau?

48,548. Yes?—40*l.* a year now. We reduced it to 35*l.* on account of bad times. It was 35*l.*, I think, in 1884, and 1885, and 1889. It is 40*l.* now, but we allow 10 per cent. for the last three years on account of bad times; we do not really get that rent at present. I am mortgagee in possession, and I get my interest, and therefore I speak quite without any feeling in the matter. We have allowed the present tenant a considerable sum, in addition to the 18*l.* for the galvanized roof, and the 20*l.* for the wire fencing, within the last 10 years.

Lord *Kenyon.*

49,549A. I think we may fairly say, Mrs. Jones, that you have proved to our minds that your husband and yourself are completely exonerated in this case from any blame whatever.

Mrs. *Kate Jones.*

Thank you.

Mr. *Richard Jones.*

48,549. Was that for repairs which he had carried out?—Yes, on outbuildings and the land. Last half-year, again, we have improved the dwelling-house. I got the house re-roofed, and we paid a contractor 20*l.* for doing it, and now we say that the farmhouse is equal to any farmhouse in the neighbourhood. I simply say that I support Mrs. Jones as being a considerate landlady, and we do not exact anything, but meet the tenant in every way. That would apply also to Mr. Hughes, if he had only behaved himself properly. I say there was no unkindness in any way shown to the tenant. We make allowance in every way on account of the bad times.

The witness withdrew.

Mr. David Morgan called and examined through an interpreter.

Lord *Kenyon.*

48,550. You are Mr. David Morgan, of Gilwern?—Yes.

48,551. Do you understand English?—No.

48,552. Do you understand it sufficiently to follow the reading of your statement?—Yes, I understand it enough to correct him.

[*The following statement of the witness was read.*]

See evidence of next witness.

David Morgan, of Gilwern, Llanfihangel y Creuddyn. I am a farmer, and have held Gilwern from Captain Vaughan for the last seven years. I have no written agreement. Last September I went to Mr. F. R. Roberts, Captain Vaughan's agent, and took from him Rhosrudd, a farm of about 300 acres, at 52*l.* a year, he allowing me to leave Gilwern if I could find a suitable tenant for it at once. I found one, and some time in September I asked Mr. Roberts if he would allow me to take my corn straight up to Rhosrudd, and so save stacking it at Gilwern. He said, 'Yes, by all means if the tenant will 'allow you." The old tenant did so, and I took nearly all my corn there, about 3½ miles away from Gilwern. When I took Rhosrudd, Mr. Roberts also told me that I must buy all the sheep. I did so at 13*s.* a head. After I had taken my corn there, and bought all the sheep, but before the 29th September, when I was to get possession, my son, 13 years old, and two other lads, coursed a rabbit from Gilwern land into the Trawscoed plantation and killed it, about a yard from the fence on the plantation side. Lord Lisburne's gamekeeper caught them, and they were prosecuted and fined. Captain Vaughan, my landlord, is an uncle of Lord Lisburne. I had arranged with Mr. Roberts to call at his office to sign the agreement for Rhosrudd on the Monday after the rabbit was killed. That morning I went to Lord Lisburne at Birchgrove, because James Morgan, his head keeper, had told me that he was not willing for me to have Rhosrudd. James Morgan came with me, and went in to tell him I was there, while I stood at the door. Almost directly after James Morgan went in I heard Lord Lisburne cursing and swearing, and damning me, saying he did not want to see the Gilwern devil about the place, and James Morgan came out and told me to go off. I went off by train to Aberystwith. I called at Mr. Roberts' office to sign the agreement, as arranged, but he told me that I should not have it on any terms, because my boy had been catching rabbits. I pointed out to him that I had already taken my corn there, and had bought the sheep. He told me that I would have to take the corn back at once, that he was bound to have the place free by the 29th. I asked Mr. Roberts if he would not carry it back for me, but he simply said I would have to take it back myself. The following morning I went again to Birchgrove to try and see Lord Lisburne. I met him on the New Bridge, and touched my hat. He took no notice and passed on, but after he had gone about 20 yards he called me back. I went to him, but he at once began cursing me: 'Damned thief, damned 'poacher, damn hell,' &c., &c. I begged him to let me speak a few words to him, but he simply swore all the more, giving me some hundreds of 'Damns.' He then went off towards Llanafan. After giving him about a quarter of an hour's lead I followed in the same direction, and saw him near the upper gates. He asked me where I was going to. I said nothing, and he asked me again. Again, I did not answer him, and he asked me a third time. I then told him I was on the public road, and could go where I liked.

Lord *Kenyon*—continued.

Then he asked me if I was going to Mr. Gardiner, I said 'No.' He began cursing me again—'Bloody poacher,' &c. He said he had a summons for my son, and then cursed me again. I told him it was a shame for his lordship to use such language, and I begged him again to let me speak. He then cursed and swore again. I then said 'Don't you think, my lord, that I 'am a dog. I am a man, and you are only a 'man.' He then went on to Crosswood. In the end, I had to carry back all my corn, but fortunately I succeeded in inducing the new tenant of Rhosrudd to take the sheep off my hands at the same price, but no thanks are due to Captain Vaughan or Mr. Roberts for that. When I was taking Rhosrudd Mr. Roberts would not let Gilwern to the new tenant without additional rent. He maintained that it was worth from 3*l.* to 4*l.* a year more than when I took it seven years ago, but would allow me nothing on going out beyond the last years' lime and the last years' hay seed. He would give me nothing for my improvements, which had, according to his own statement, enhanced the value of the farm from 3*l.* to 4*l.* a year.

Professor *Rhŷs.*

48,553. What was the rent on the farm you were leaving?—16*l.* 10*s.*

48,554. What was the acreage?—About 30.

48,555. When you were obliged to leave the new farm without taking possession of it, had you done anything else to offend the landlord?—Never at any time. I had been under him ever since I had been born.

48,556. Had you a sort of reputation of being a poacher yourself?—I cannot say that I was, but no gamekeeper had ever caught me at any time poaching.

48,557. Is it the habit of this landlord to curse and swear at his tenants in that way?—Yes, very often.

48,558. Are you quite sure it is not a way of showing his affection for them?—No, I am not aware that he shows his affection in that way.

48,559. He was angry with you?—Yes, in a bad temper.

Mr. *Seebohm.*

48,560. Just one word about the rabbit. If your son had caught the rabbit on the farm, and not in the plantation, nothing could have been done?—No, nothing would have been done if it had been a yard outside.

48,561. How far inside the plantation was it?—A yard inside the plantation.

48,562. One yard inside the plantation?—Yes.

Mr. *Richard Jones.*

48,563. What is the custom between an incoming and an outgoing tenant with respect to the sheep. Are they always taken at a valuation?—Not with us. The tenant is free as regards that.

48,564. Is there any mountain land. Is there a sheep walk attached to Gilwern?—Yes, to keep a few.

48,565. A sheep walk?—Yes, a little bit of a bank for sheep.

48,566. Why did the landlord want to make it a condition that you were to sell the sheep at a valuation?—I did not make any condition as I took that farm at all.

48,567. But when you took Rhosrudd?—Yes, I was to sign the Monday previous before killing the rabbit, but owing to matters Mr. Roberts and myself were very busy that Monday, and it had to be postponed till the following Monday, when I was asked to sign the agreement.

48,568. Who has the sheep now at Rhosrudd?—The owner, the old tenant.

48,569. Is it customary to value the sheep higher than market price?—In some places, but not there.

48,570. But is it always customary for the outgoing tenant to value the sheep to the incoming tenant; is it not sometimes settled by arbitration?—He can make a bargain as to them or put them on sale.

48,571. Does the system work satisfactorily?—I am unable to say.

48,572. Is there a large sheep walk attached to Rhosrudd?—Yes, for 200 or 300 sheep there.

48,573. I suppose you are fully aware that the sheep which are on the place are of more value to you than if you bought a fresh flock, because they are already settled upon the mountain?—People generally give more for them rather than let them go to a sale by auction.

48,574. How much per head?—13*s.*

48,575. But how much per head over the market price?—Well, a shilling or two a head.

48,576. You consider that you were hardly dealt with by your landlord, owing to what one would consider the trivial offence of your lad of 13 years of age killing a rabbit, simply because it was one yard within the plantation?—Yes, I consider that I was dealt with very hardly indeed, after taking my corn up there, and having to take it back again, seven miles altogether, coming and going.

48,577. And you did not give offence in any other way?—Never at any other time.

48,578. What had Lord Lisburne got to do with his nephew's farm?—As far as I am aware Lord Lisburne had nothing to do with the farm, except as much as he had something to do with the game.

48,579. Did Lord Lisburne have the shooting over all his farms?—Yes.

48,580. Had either you or your lads ever been caught poaching before?—No, never at any time caught.

The witness withdrew.

Mr. Frederick Richard Roberts called and examined.

Lord *Kenyon.*

See evidence of preceding witness.

48,581. You are a solicitor, of Aberystwyth?—Yes.

48,582. You are agent for Captain Vaughan?—Yes, Captain Vaughan is a cousin of Lord Lisburne. This farm of Rhosrudd is part of Captain Vaughan's property, and on it are situated some fish pools that afford very good fishing. The dwelling-house of Rhosrudd Farm is on the bank of one of these lakes. Lord Lisburne rents the shooting and fishing from his cousin over this part of the property. In the course of last year the tenant of Rhosrudd, who, with his mother, had been there for very many years, was unable to carry on the farm, owing, partly, I believe, to sickness. He asked Captain Vaughan if he would take the farm off his hands, and when it became known that the farm was to let, the last witness, David Morgan, called upon me and asked me if he could have the farm. Eventually it was arranged that he should have it. He was then the tenant of Gilwern, also a farm on Captain Vaughan's estate. The tenant of Rhosrudd was not under notice to quit, but I took the farm from him then at his request, and he asked me as a favour if I would induce the new tenant to take the sheep from him. There was no agreement that any new tenant was obliged to take the sheep, but he asked me if I would make it a condition that the new tenant should do so, to help him, because he thought he would get a better price at a valuation than he would if he sold them off then, as sheep were very low at the time. I agreed to do so, and I told David Morgan that he could have Rhosrudd, that I would take Gilwern off his hands as he had been a good farmer, he had been farming Gilwern well, and being on the estate I was anxious that he should go to Rhosrudd, which was a larger farm, and which was also considered a cheaper farm than Gilwern, because it had a good bank, a good run for sheep. Arrangements were made for David Morgan to go to Rhosrudd, but I think the arrangement took place in about July, I am not quite sure, I think it was about June or July. I deny that he was to call upon me on the Monday, as he stated, to sign the agreement. I told him that he would have to sign the agreement before he entered in September. What he

Lord *Kenyon*—continued.

stated about carting his corn there is perfectly correct; he carted his corn there, and I allowed him to do so, and the old tenant did. Soon after that his son, a lad, I believe, of 13, in company with several others, I am not sure how many, were caught by Lord Lisburne's keeper, as to the exact offence I am not sure—he describes it as killing a rabbit—but at any rate they had gate nets in their possession. I believe also a long net, but at any rate they had gate nets. When Lord Lisburne came to hear of it he was naturally very unwilling that they should go on living on the banks of this fish pool, so he asked his cousin, Captain Vaughan, not to allow David Morgan to have the farm. Captain Vaughan said he would consent to what Lord Lisburne asked. I then informed David Morgan about it. I said, "I am very sorry it has happened, but "know it will be very unpleasant for you to go "and live on the banks of this pool after what "has happened." I said, "You are very lucky "that you are not sent away from Gilwern, but "I will see that that does not happen," and he was not sent away.

48,583. Did you tell him that he would have to cart his corn back again?—I did. There is another matter I did not mention. He said he had had no allowance for what he had done at Gilwern. He asked for Rhosrudd, and of course it was not likely that I was going to give him any allowance for Gilwern when he was anxious to leave of his own accord. I had no tenant in view at the time.

48,584. I suppose you know nothing as to the language that Lord Lisburne used to him?—No, except what I have been told by David Morgan.

Mr. *Seebohm.*

48,585. He still remains a tenant on the old farm?—He does.

Mr. *Richard Jones.*

48,586. Were the lads caught inside the plantation with the nets, or outside?—I think they were inside. I do not know how far. I think he has correctly stated it. I think he is correct in what he stated.

The witness withdrew.

Mr. James Jones called and examined.

Lord *Kenyon.*

48,587. You are Mr. James Jones, of Tyllwyd, Llanfarian?—Yes.

The following statement of the witness was then read:—

I am a farmer, and was brought up at Tancastell farm, which then belonged to Colonel Powell, of Nanteos. The dwelling-house and outbuildings at Tancastell are now rather better than any farm buildings in the neighbourhood.

Lord *Kenyon*—continued.

They were all built while my mother and I were tenants. We did all the carriage, carting the stones a distance of about a mile, and some of the timber about 15 miles. In addition to this, we cleared away from the hillside some thousands of cartloads of earth and levelled up the road, farm-yard, and rick-yard, and fenced in the garden and rick-yard. Some thousands of perches of drains were also made while we

Lord *Kenyon*—continued.

were there. We filled in all the drains with stones and closed them in at our own expense. We also made and fenced in with banks and quickset hedges a new road from the Llanychaiarn road about 150 yards long, and wide enough for carts to pass each other. Adjoining the river there was a meadow, on which we kept 10 cows and a bull. About 45 years ago the river, which was then strongly impregnated with lead from the mines, overflowed this meadow and left a mineral deposit which made it not only useless, but dangerous for the horses, and we could only keep three or four cows on it, and the butter of those cows would be quite unsaleable. The meadow was left in this state for many years. About 1862 or 1863 I went to Nanteos and asked the agent for timber to make piles for an embankment to keep the river out. He refused it, and I set about making a stone embankment myself. I opened a quarry on the land and made an embankment. Besides that I paid 84*l.* for lime for this meadow alone. After all my outlay I had one green crop and two white crops out of this meadow before I had to leave, after bringing it once more into excellent condition for grass. For all our outlay at Tancastell, which would amount at least to 1,500*l.*, we never received a single penny. The farm when I left it was at least in as good a condition as any in the county. A little before the General Election of 1868 I and about 17 or 18 other tenants were called up to Nanteos. When we got there Colonel Powell asked each one of us separately to vote for Mr. Vaughan, the Tory candidate. They all promised to do so except myself. When he asked me I said that I could not. At the election in November 1868 I voted for Mr. E. M. Richards, the Liberal candidate. The following March I received a notice to quit in the following September. The only reason for this notice was my voting at the election. Three or four other tenants on the Nanteos estate who voted the same way also had notices to quit. I left in September 1869. A valuation of the hay and straw was made by an umpire appointed by two arbitrators, and amounted to nearly 700*l.*, but I had to sue for it before I got paid. I was out of a farm for 12 months. In September 1870 I took Piercefield from Colonel Powell. Soon after I went in, the river broke through the embankment at the bottom. I saw the agent, and he promised me 10*l.* towards repairing the gap. I did it at a much greater expense, and it is now standing. When I asked for the 10*l.* the agent refused to give it because it was not on his book. The river damaged the embankment higher up. I also made this good at a very large expense. The 20 acres I thus saved, and afterwards improved, made the farm worth at least 1,000*l.* more to sell than when I went into it. When I took the farm in 1870 I said to the agent: "There will be another election and we must "have a clear understanding.' He said, "Damn "the elections; you take the farm." I took and held it for eight years, but during that time I had three notices to quit. During the time of the election campaign of 1874 I was at Aberystwyth one day, and my servant was also there, with horses and cart carting manure. I left the servant to take the horses and cart home and went myself to the Talbot Hotel. As he was going along the street towards home he met a procession coming along with Mr. T. E. Lloyd, the Conservative candidate. Some one carried to Colonel Powell a ridiculous story that my servant man had drawn the horses and cart across the street to hinder Mr. Lloyd's procession. One might have thought that the story was too absurd for any sensible man to believe it, but I received a notice to quit, and Major Phelps told me himself that the reason for the notice was the story which Colonel Powell had been told. However, when September came no new tenant had come forward to take the farm, and I was allowed to stay on. But I soon got two more notices to quit, and ultimately left, after being there eight years only, and after having effected great improvements and spent a great deal of labour and money, without receiving a single penny of compensation.

48,588. What was the date of your leaving the second farm?—About 15 years ago.

48,589. Who was Major Phelps?—Major Phelps was cousin to Colonel Powell.

48,590. Was he agent to him, or anything?—Yes, he was agent.

48,591. How was it you took a farm on the same estate after what took place in 1869?—Well, I was at Ffair Rhos, and Major Phelps came to me and said that I looked very bad, that he had no farm to offer me then, but that I should have the first farm that came free; the farm that he had now was not good enough for me. In about a week or nine days he sent Davy Edwards down to me and asked me to take Piercefield. I asked him the rent, and I saw the rent was very moderate, lower than I expected, and I went up to Nanteos. That is how it was.

48,592. But you say you had to sue for your compensation in 1869, and also you say you were turned out because you had voted. I wonder you went back to the same estate. It was only because you thought the rent was moderate?—Yes, but the Powells were very kind, and they are kind still, but Colonel Powell did not take enough interest in the estate. He left it to the hands of his agent, and I went on the understanding that I was not to go away afterwards, but I should have it any way I liked.

48,593. Who is your landlord now?—Now, it is Mr. Pugh Pugh.

48,594. Have you sent in any claim for compensation on this last farm of Piercefield?—No, the reason I left last time was this: Mr. Powell had died. I had had three notices to quit before, and I said I could not stop in a place with notices all the while. This farm had been empty for some years, and I took this farm for the only reason that I should not be disturbed all the while. If Colonel Powell had looked after the estate himself there would have

Lord *Kenyon*—continued.

been no disturbance at all. When my father took the farm first it was considered as a lease on the Nanteos estate, and it was so till Major Phelps came there. As soon as he came there, constantly someone was under notice to quit.

48,595. I do not quite see why you sent in no claim for compensation, if you say you made great improvements?—Well, I could not get any compensation. There is Mr. Powell here; I daresay he will bear me out. He is here now, and Mr. Vaughan Davies, he has the farm now, and he has the benefit of all my improvements.

Mr. *Vaughan Davies.*—I had to pay for them.

Witness.

No doubt.

Lord *Kenyon.*

48,596. You did not think you would get anything, so you did not apply for it?—No.

Mr. *Richard Jones.*

48,597. You say Major Phelps sent to you that such and such a farm was vacant. Perhaps he had repented of the action taken in 1869 in turning you out of your farm?—Yes, and he gave me a first-class character afterwards, and recommended me to another landlord, and we were always goods friends.

48,598. Still possibly you would not have taken the farm unless you were pretty hard up for a farm?—Well, that is quite true. We did not like to leave the neighbourhood. He offered me this farm of Piercefield cheaper than the old tenant was offering for it; that is Mr. Ellis, the auctioneer, here. He offered it me cheaper as an inducement for me to take the farm.

48,599. Of course, that would rather accentuate what I was saying, that probably he had repented. You did not send in a claim because you could not enforce a claim?—No, he refused 10*l.* They always kept abook at Nanteos, and the clerk was supposed to put down what they promised. They promised me this 10*l.* When I went up and asked him, he said "It is not on "the book, James, and I cannot pay you. I do "not deny your word, but I cannot pay," and I did not get a penny.

48,600. Do you think that somebody had carried a tale to Major Phelps that you had turned your horses across the road to stop the procession?—Yes, Major Phelps told me so himself. Somebody must have told Major Phelps, because we were carting manure that day, and I sent the servant home with the cart. The landlord of the Talbot told me that he knew the member was coming to town, and asked me to go out and see him. Somebody must have told Colonel Powell, because the boy and cart met the member on the road.

48,601. What is the condition of things at the present day. Do you find that landlords are too ready to believe stories that are carried by talebearers?—Well, I believe that landlords do not take enough interest themselves. They leave it too much to their agents. I always find landlords as a rule very kind, but we have a third party and that third party has his own interests to look after, besides our interests.

Mr. *Richard Jones*—continued.

48,602. And you think this condition of things will last unless the landlords will take a greater personal interest in their properties?—Yes, I should be very glad to see a law passed that the landlords are not to be put in such a wrong position as they are.

48,603. What do you say?—I should like to see a law passed to alter the position landlords are in. How can I explain it? I do not believe that landlords as a rule are hard-hearted. They are very kind-hearted, but they do not mix so much as they ought to do with the tenants.

48,604. You think that they have really not realised the condition of the tenants at the present time?—No, I do not believe they do; or else they would never charge the rent they do.

48,605. You think that if they really realised that the tenants were so badly off, they would recognise the thing by giving greater abatements or making permanent reductions?—There is no doubt of it. They do not mix half enough even at the fairs or anything. As a rule very few can speak Welsh.

48,606. Do you find a difficulty in approaching them?—Not myself. I can approach anybody, as far as that is concerned.

48,607. But, perhaps, you are braver than the generality of tenant farmers?—Well, the landlords are very kind, if you go to them—very kind.

48,608. But does there exist a sort of fear among the tenant farmers to approach their landlords?—Well, I believe there is; some of them may not be afraid.

48,609. But do you think they would be freer to approach, if they were put in a more independent position?—Yes.

48,610. That is, if they were not so liable to be disturbed in their tenancies?—Yes. My firm belief is this, that we ought to have a land court for the sitting tenant. I am quite willing, when the farm comes free, for the landlord to make the best terms he can, but for the sitting tenant there ought to be a land court, because we are losing money. It is no use quibbling about it: we are losing money every year the last three or four years.

48,611. What jurisdiction would you give to that court?—Well, I cannot go into that.

48,612. Supposing a question of rent cropped up with the sitting tenant, would you permit the land court to settle the question of rent, as well as any other dispute that might arise between the landlord and tenant?—Yes.

Mr. *Seebohm.*

48,613. If your case was a typical case, I suppose you would bring it forward to show on what petty grounds notices to quit are sometimes given?—Yes, they were then, at the time Major Phelps was at Nanteos.

Mr. *Seebohm*—continued.

48,614. How long ago are you speaking of?—I am speaking now of 25 or 30 years ago. It was some time before 1868. Major Phelps, I believe, came there five or six years before that. He came there a partially poor man, and went away, when he died, a very rich man.

48,615. Do you think that that is going on now. Do you think that on a trivial ground, or a frivolous story, or on the ground of mere temper, notices to quit are given in this district?—No, I cannot say that. I do not hear of any.

48,616. And even going back to those early times, is it or not the fact in this district, as we have heard in many other districts, that a very large proportion of the tenants have remained on their farms for generations?—Yes.

48,617. That is so?—Well, very few in my neighbourhood of the old families are on the estate.

48,618. To what do you refer that?—I refer it to the same time all the while—when Major Phelps came to Nanteos to manage the estate in that neighbourhood.

48,619. Are you speaking of one estate only, or generally of the whole?—I am more acquainted with Nanteos, because I was brought up there. Nanteos comprises most of the property about that neighbourhood.

48,620. Then there have been sales of land, have there?—Yes.

48,621. And on those sales, rents have been raised and tenants have been removed?—Yes; the rents have been raised for the sake of the sale.

48,622. Then you think that in this district the old plan of allowing the families to remain on the land generation after generation has not been so thoroughly carried out as it has in some others?—Well, it was, as I say, 25 or 30 years ago; tenants were there for generations before that, but now I do not see but very few of the old families on the estate.

48,623. Was it the election of 1868 that made most of the mischief?—Well, that disturbed the whole country; but it was a regular rule then, and the rents were all raised upon the whole of the estates, Gogerddan, Crosswood, and Nanteos, and all; they went up 20 per cent.

48,624. When the estates have been sold, have the tenant farmers bought?—Yes, a great many of them.

48,625. You have a good many freeholders, therefore?—Yes.

48,626. And had they generally to mortgage their purchases in order to pay for them?—No doubt.

48,627. What is your opinion; are they better or worse off than if they had remained under good landlords?—I believe that they are worse off in the money question, but they have got fixity of tenure; there is that confidence.

48,628. If times had not been bad, it would have been very much to their advantage?—Yes.

Mr. *Seebohm*—continued.

48,629. But times having been bad, they have had to feel the full force of the depression?—Yes.

Professor *Rhŷs*.

48,630. How many estates have you been farming upon?—I have only been on Nanteos and Mr. Pugh's estate now. I was brought up on Mr. Willis's, of Cwmllyfni.

48,631. When did you understand with regard to the Liberal candidate coming to town, or was it the Tory candidate?—It was the Tory candidate. That was in 1874. That was the second place I was in—that was when I was at the second place.

48,632. Your landlord then was on the Liberal side?—No. In 1874 he was a Conservative. It was then we had the ballot. We voted under the ballot then, and the Conservative candidate got in by a large majority.

48,633. How do you account for the old tenants having disappeared so much. You say they are not the same families now?—Well, the rents have gone up. When Major Phelps came to the estate he rose the rents all along. Every farm I believe on the estate was risen.

48,634. Do you know anything about the customs that we have heard of in some parts of South Wales, of giving presents to the agents, what they call "*cildwrn*"?—I never gave anybody anything.

48,635. But have you heard anything of it?—Oh yes; I have heard of it many times.

48,636. Is it a matter of notoriety, a matter of common talk, that such a thing does take place, or is supposed to take place, sometimes in these parts?—It was on one estate, that estate I was on.

48,637. Lately?—Yes.

48,638. Within a few years?—Well, within 10 or 12 years ago.

48,639. But it is not generally supposed to take place?—Well, those are things that you cannot find out, as they say.

48,640. But I thought you were rather hard on the agents?—No, I am not hard upon anybody. The agent has more than one master to serve. He has himself and the tenants and the landlord, and the man that would bring most corn to the mill is the best man, no doubt.

48,641. You say that the landlords are very nice and very kind-hearted, and all that, but how do you know what instructions the agents have got. Do not you think that the agents have got to carry out the disagreeable instructions they may have from their masters?—Very likely. Well, I can tell you one instance of that. When Nanteos was raising the rent about 10 or 20 per cent., my mother was an old tenant on the place. She went up to see Colonel Powell. Colonel Powell had told her dozens of times that she should never be disturbed. Then she went up upon that, and Major Phelps stopped her from seeing Colonel Powell upon the question of raising the rents.

Professor *Rhŷs*—continued

48,642. Then you thought the agent was more hard-hearted than the landlord?—Yes, a great deal more. I am certain of it.

48,643. Are you quite sure that he had not had orders to stop troublesome visitors, troublesome tenants, from seeing the Colonel?—Well, my mother was not troublesome. He had been very kind to her before.

48,644. I only want to find out what you think, whether you do not put a little too much on the agents. Then you touched on the question of language. What language do most of the tenants about here talk?—Welsh.

48,645. Do the landlords and their agents generally understand the language?—The first agent I remember at Nanteos was Mr. John Hughes; he was a Welshman, and Mr. Pugh was a Welshman, but when Major Phelps came, he was an Englishman. Colonel Powell was an Englishman.

48,646. Colonel Powell belonged to an old Welsh family?—Yes, but that does not make him Welsh speaking.

48,647. He could not speak Welsh then?—No.

48,648. Then how did the monoglot Welsh farmers get at him?—Well, they had a man, Davy Edwards, at Nanteos, and he used to translate.

48,649. Who was he. Was he an official on the estate?—Yes, he was a woodman there, and he had to carry messages under Major Phelps. If you asked me now I could tell you this. I was at the office and there was a man there who could not speak English. They were both there at the same time. He was asking Major Phelps, and Davy Edwards put another question altogether to Major Phelps.

48,650. I am not the least surprised. We have had experience of misunderstandings on this Commission?—I had a good mind to tell Major Phelps, but I thought it better for me to keep silent, but he did not say a word that this man said, and he did not say a word that Major Phelps said, but only what he thought himself

48,651. So he was a sort of superior agent, constituted by himself?—He was at that time.

48,652. That is what would happen with other people who do not understand Welsh and English?—Yes. That is the only time I heard it.

48,653. Do you think that is to the advantage of the tenant farmer or the landlord?—No. It is to the disadvantage of both of them, because the tenant cannot tell his own grievance, and the landlord does not know it.

48,654. The moral of that is clear, is it not, that there should be somebody in the management of the estate who understands the language of the tenants?—Yes, I would advise all the landlords to send their children, or some of them, to learn Welsh, as long as they live in Wales.

I hope you may be able to induce them to do so.

Mr. *Richard Jones.*

48,655. As a rule, are the agents in the neighbourhood here practical men, men who are acquainted with the value of land?—Yes, I believe they are.

48,656. They are something more than rent collectors?—Oh yes, some of them are no doubt. There was Colonel Williams, he has always been a farmer and a landlord, of Gogerddan; he is a practical farmer.

48,657. So you have no complaint to make on that score?—No, I myself have no complaint to make. I always go to the landlord or the agent for myself. I have no complaints to make at all, but I believe it is the case.

Lord *Kenyon.*

48,658. I did not quite understand what you wanted, according to your answer to Mr. Richard Jones. You said you wanted a law to compel landlords to—I do not know quite what—to abolish their agents; is that what you mean?—Not to put the landlords in such a position that they could disturb the tenants. I believe it would be an advantage to the landlords if they could not disturb the tenants.

48,659. But I thought you meant that they were to mix more with the tenants?—Yes.

48,660. How are you going to do that by Act of Parliament?—You cannot do that, and of course there are many other things you cannot do by Act of Parliament.

48,661. I quite agree with you that the more landlords mix with their tenants the better?—Yes, and I am sorry they do not mix with them more than they do.

48,662. I have no doubt agents have to do some dirty work for the landlords, and I daresay the agent often gets the blame when he does not altogether deserve it?—No doubt.

Mr. *Richard Jones.*

48,663. I suppose it is possible to have an Act of Parliament to prevent tenants being capriciously disturbed?—Well, I should think they could. I do not know.

Lord *Kenyon.*

48,664. Some questions are handed in by Mr. Vincent: "On what estate do you say the "practice of '*cildwrn*' prevailed 10 years ago"?—I cannot say that. I cannot make that out, but I have heard of it.

48,665. "Who was or is the agent?"—Oh, I believe he is dead. He has gone to his rest now probably.

48,666. "Do you know that this is a very serious allegation?"—Yes undoubtedly.

48,667. You are not prepared to substantiate it?—No, only I heard it.

Professor *Rhŷs.*

48,668. What I asked was whether there was a rumour about it—whether there was a suspicion of that kind?—Yes, and I said I heard it. That is all.

48,668A. We have heard of it in other places.

The witness withdrew.

Mr. Henry Tobit Evans re-called and further examined.

Lord *Kenyon.*

See 45,578–45,640; 46,599A–46,621; & 70,919–70,990; 73,839–73,897.

48,669. Do you wish to make a further statement?—I do not think it will be necessary for me to say anything myself to-day.

48,670. I wish to ask you whether you have any further information to give us in relation to the evidence produced the other day?—Not with reference to that case. I have another case on Lord Carrington's estate.

48,671. You have not been able to prove to us whether that receipt was the actual disbursement made by that miller or not—whether that 200*l.* which was alleged to be disbursed by Morgan was the actual sum disbursed?—No, my lord, I have nothing except his word on that point.

48,672. You will remember I asked you about that?—Yes.

48,673. Have you tried to get it?—No, I have really had no time to look into that case any further.

48,674. Well, sir, I think that is rather a curious way to treat us?—I have seen the old man, and he told me that was the sum, and I took his word.

48,675. Do you mean to say you have not tried to find out whether there are any representatives of Mr. Jacob to be found or not?—They live in this neighbourhood.

48,676. You came and brought a very serious charge against the Chairman of this Commission, and you have not tried to substantiate the case at all?—I say the case can be substantiated according to my opinion.

48,677. Why did you not try to do so?—The representatives of Jacob live in this neighbourhood, 30 miles away from where I live.

48,678. I know, but you brought the case before us?—I brought the old man and his evidence, and he still states that that was the sum he paid to Jacob.

48,679. You have no further evidence to support that statement?—I have no further evidence.

48,680. Although we asked you to bring it two or three days ago?—I am not aware that I was asked to do that.

48,681. What is the other case?—I believe the other witness can speak for himself.

48,682. I would much rather he did?—But whether he can read the statement or not I do not know. Will you ask some official to read it it out?

Mr. *Richard Jones.*

48,683. How far does this witness live from you?—The witness is John Evans, Llanfair, and from where I live it is about 15 miles I believe.

Mr. *Richard Jones*—continued.

48,684. Why did you go so far afield to search for a case in order to bring before the Commission?—I spend most of my time at Lampeter, within four miles of where he is.

48,685. You told me the other day that you never heard of the other case until a month ago?—No.

48,686. And you say it created a great scandal in the neigbourhood?—So I was told.

48,687. If you spend so much of your time in Lampeter, it seems to me passing strange that you never heard of this case before a month ago?—It may appear so to you, but it occurred 25 years ago, and I was not even in Lampeter at that time.

48,688. I should have thought that the very fact that an inquiry of this sort was coming into the county would be discussed very much among the farmers, and a case of that kind which created a scandal in the neighbourhood probably would have reached your ears?—Not 25 years ago.

48,689. Where were you 25 years ago?—Twenty-five years ago I was in Shropshire, I believe. I lived at Oswestry 25 years ago. I believe Mr. Jones lived nearer to the neighbourhood then than I did.

Lord *Kenyon.*

48,690. I have before me now the shorthand note of the questions and answers which you gave the day before yesterday at Tregaron. This is it: "(*Question* 46,619.) Is this man Jacob "alive?—(*A.*) I believe not, I think he is dead. "(*Q.*) Could you get anyone to show that that "was the actual sum disbursed by the old man, "but Mr. Jacob?—(*A.*) I believe that can be "proved. I believe so, from what the old man "told me. (*Q.*) Lord Carrington has sent "a letter to the papers, and I think it is "due to him to find that out?—(*A.*) Yes, "certainly." Now, you do not seem to have taken any steps to do so?—I have nothing to add. I quite believe it.

48,691. This is a question by Mr. Vincento "Was it not your view that the Commission "also could, if it chose, have called the "witnesses who could substantiate or upset the "story about the mill"?—I believe I could.

48,692. I do not think you quite gather the point of it, it is that the Commission could call the witnesses. Did you think it was our business to call the witnesses?—No, I did not think so.

Lord *Kenyon*—continued.

I thought it was Lord Carrington's business to make the inquiry. I thought the duty of the claimant was to make a statement before the Commission, and if Lord Carrington wishes to inquire into it, I think it is his duty to do so.

48,693. "Have you had work of your own "to engage your attention since the Lampeter "sitting?"—Yes, certainly.

48,694. "Have you inquired of the old man's "wife as well as of himself?"—Yes.

Lord *Kenyon*—continued.

48,695. I may say, Mr. Evans, that Lord Carrington telegraphed to the Secretary of the Commission to say that if the story with regard to the mill proved to be true he would give compensation at once?—I saw the statement, and I was very glad to see it.

48,696. We received the telegram on the evening of the day upon which the evidence was given. It will be now left for Lord Carrington to see whether he considers the story true or not?—Quite so.

The witness withdrew.

Re-examined 73,839.

Mr. John Evans called and examined.

Lord *Kenyon*.

48,697. What is your name?—John Evans, of Llanfair Bridge, near Lampeter.

48,698. May I ask why you did not give evidence at Lampeter?—I did not give notice in time. I told the Secretary. I mentioned it to the Secretary.

The *Assistant Secretary*.

I received notice from Mr. Henry Tobit Evans that the witness wished to give evidence here to-day. Mr. Henry Tobit Evans also said he would forward a statement of the evidence to be received last night, but it has not come to hand.

Lord *Kenyon*.

48,698A. Now will you proceed.

[*The following statement of the witness was read.*]

See 70,952–70,987.

I am a country shopkeeper. In 1861 I was a tenant on the estate of Lord Carrington. The building I had to live in, and to keep a shop, was a very old thatched house having formerly been a country smithy, and then converted into a drapery, grocery, and ironmongery shop. The old building being so very unsuitable for storing and exhibiting goods of the nature I kept for sale, I made application to my landlord to build me a dwelling-house and shop, or to grant me a lease to build. My landlord replied, saying he would not build for me, and that he would not grant me a lease to build, but if I wished to build, that he would allow me to do so, and that he would allow me 40*l.* towards the building, and that if I should build he gave his word that neither I nor my successors would ever be molested as long as we would wish to hold it. I then being young and anxious to have a proper building to carry on my business, took the word of my landlord, and I said to his country agent I would build. Before commencing to do this I called my landlord's country agent there to make the plan and size of a building that would be suitable to carry on the business, and we made a rough calculation of the expense, which was over 400*l.* Seeing it would cost a great deal more than I thought it would, I told the agent that I could not do it unless I would have great deal more than 40*l.* towards it. The agent then said 'you make the building, and

Lord *Kenyon*—continued.

'make it a good, tidy, substantial building, 'and when the landlord will see that you have 'done a tidy building, and when I shall explain 'it to him, I am quite certain he will pay you 'every penny it will cost you'; and upon the consent and promise of the landlord and the inducement of the country agent I made the building. When I finished the dwelling-house and shop and outbuildings in 1863, the whole expense amounted to 495*l.* On the next rent audit after I finished the building, I explained, and gave an account of the whole to the London agent that came down to receive the rent, and he handed me 40*l.*, saying 'this is the amount we promised, 'and as for the remainder of your expenditure, 'all we can say is that we hope you and your 'successors will have the benefit and comfort of 'it.' Between that and 1868 my landlord died, and the son came to the property. In 1868 the son sold the estate. I made an application to have my holding on sale by private contract before the sale, but I was refused, saying that the intention was to sell the estate in one lot. I stated also what I had done, and he said that my case would be taken into consideration. The estates were sold by auction in one lot, and when the London agent came down to receive the last rents he said 'the case has been 'under consideration, and we admit that your 'case is a very hard one, and also we feel that 'we are not bound to give you anything, but it 'is decided that you are to have this cheque of '50*l.*' I took the cheque, and said I hoped they would see their way clear to pay me the remainder, 405*l.*, after reconsideration, and I have not received any yet, but I hope now, when the days of doing justice have arrived (I don't mean justice by law but justice between man and man, as it appears the aim of the present Commission is), I shall be refunded the amount I laid out on my landlord's property. And I wish further to add that the building I made is situated on the roadside in the very centre of the estate, and everyone that came to look at the estate, before the sale, with the intention of purchasing, admired the new buildings I then had just finished, and I have not the least doubt but that this building alone has contributed greatly to the increase of the amount realised at the sale. In equity, I consider that I am

Lord *Kenyon*—continued.

entitled to be compensated in respect of the amount expended by me, and the balance is 405*l.*

48,699. Are you still in the occupation of that holding?—Yes.

48,700. Have you had your rent raised?—No.

48,701. Were you not quite content to build under those circumstances?—Yes, I was.

48,702. All I can see that has happened to you is that you have changed your landlord. You have not changed your circumstances?—Yes.

Mr. *Seebohm.*

48,703. May we ask what was the rent?—15*l.*

48,704. You have had the occupation of it for 33 years at 15*l.* a year, when the 5 per cent. interest on the cost would be very nearly 25*l.*?—For 33 years, but not altogether under Lord Carrington. The property was sold in 1868. Mr. William Jones, of Glandenys, bought it then.

48,705. We quite understand that under the existing law there was no legal right to compensation on a sale such as you have described?—No, no legal right.

48,706. And, therefore, there might have been under the existing law a grievance?—It is a grievance.

48,707. But I want to ask you this question. If you had been told in 1863, when you built that house, that you would have 33 years enjoyment of it at 15*l.* a year, would you not have been content?—It was to be for me and my successors in the estate.

48,708. I have one question more. Do you think you were entitled to the whole cost of that building when it was made simply for your own advantage, and not with the consent or to the advantage of the landlord?—Yes, but I spent the amount with the intention of having a place of business.

48,709. Which you have had for 33 years?—And with the thought of being there for my lifetime, and my successors, but about four years after it was sold and went into other hands.

Mr. *Seebohm*—continued.

48,710. We quite understand that there might have been at that time a great grievance but as it turned out, it seems to me that 33 years' possession at the old rent makes it not a very hard case in reality, and that a claim for the full amount of the 495*l.* is in any case an impossible claim?—That depended solely upon Mr. Jones, of Glandenys, upon his kindness. If he had wished he could have advanced. It says upon the particulars of the sale, "The estimated annual "value of this lot is 24*l.* per annum."

Mr. *Richard Jones.*

48,711. When did it occur to you to present your case before the Commission?—When I heard of it.

48,712. When you heard of the Commission?—When I heard that the Commission was coming.

48,713. Coming into the county?—Yes.

48,714. What is the reason you did not appear at Lampeter?—I did appear there, but I was not aware that the notice was required to be in seven days before the meeting. I gave my name then to the Secretary.

Mr. *Seebohm.*

I do not want you to be under the impression that we think there was no chance of a grievance. Your case is a very good case to show the necessity for an alteration in the law so as to protect tenants' improvements.

Witness.

Would the Commissioners like to see the particulars of sale?

Lord *Kenyon.*

No, I think not. We quite understand you erected a very good house, which you have enjoyed for 33 years, and you have changed your landlord.

The witness withdrew.

Re-examined 70,970.

Mr. David Jones called and examined.

Lord *Kenyon.*

See 46,417–46,523 *and* 73,330–73,542.

48,715. Will you read your statement?—My Lord and Gentlemen,—I, David Jones, of Old Bank, Lampeter, agent to Mr. William Jones, of Glandenys, beg to give my emphatic denial to the accuracy of the evidence of Daniel Jenkins, part owner and occupier of Pentrefelin, Talsarn, farmer, and schoolmaster of Llanfairclydogau School Board, and lodger on the estate, at the hearing of the Land Commission of Lampeter on Wednesday, the 25th of April 1894.

Lord *Kenyon.*

Is Mr. Daniel Jenkins here?

Mr. *Daniel Jenkins.*—Yes, my lord.

Lord *Kenyon.*

48,716. Now, will you proceed?—The following are the syllabus of the accusations in his evidence that I have been able to get from newspaper reports, &c.:—1. Harsh conditions of tenancy. 2. High rents. 3. Occasional abatements given to a few favourites. 4. Land taken away without compensation. 5. Preference given to strangers who are Conservative Churchmen to old Nonconformist tenants. 6. Bad buildings on the estate. 7. No allowance made for haulage;

Lord *Kenyon*—continued.

inconvenience of tenants during erection of houses, with a reward of notice to quit. 8. Landlord unapproachable and relations with tenants strained. 9. Game and rabbits; the keeper refuses to kill. 10. Tenants in a state of servility, and spies at political meetings. 11. Landlord interfering with chapel improvements; sanitary accommodation not completed. 12. Land sold at 140*l.* per acre to Llanfair School Board, and no allowance to tenant. 13. That tenants are under the impression that it is to their advantage (*a*) to put up at a particular hotel on market and fair days; (*b*) to buy their coal, lime, &c., with a certain merchant; (*c*) to grind their corn at a certain mill; (*d*) all the better if they attended a certain place of worship; (*e*) to vote for a certain candidate in the different elections; (*f*) to deposit at a certain bank. To all these I give my denial, and tender you this statement of facts in support of it:—1. The agreements referred to at the hearing were forwarded by me on the 8th September 1892 in duplicate to some of the tenants on the Llanfair estate for signature, accompanied by a letter of which the following is a copy:

"Dear Sir, Sept. 1892.

"I enclose you an agreement in duplicate, which I shall thank you to fill up, sign, and return to me tomorrow—together with 1*s.* for stamps.

"Yours truly,

"D. JONES."

They were not returned, and nothing further has been done to this day to induce them to sign; consequently nearly all the tenants on the Llanfair estate are absolutely free, and without a single penalising clause binding them in any way whatever. The clause in the agreement restricting all corn to be ground at the Llanfair Mill means all corn used by the tenant in meal for his home consumption to be ground there. Three only of the tenants voluntarily signed the agreement. No clause of any kind has been enforced since the acquiring of the property. No tenant need sign the agreement in question if he considers it against his interest to do so. The tenants are all fairly well off, and many of them possess property of their own. The landlord has the greatest confidence in his tenants, and no disputes of any kind have ever arisen between them, nor any distraints levied for rent.

48,717. You do not deny that there is that clause in the agreement about the mill?—There is no agreement at all with the miller.

48,718. You do not deny that that clause is in the agreement?—Oh, yes, it is in the agreement if it was signed, certainly.

48,719. Do you think it was a wise clause to put in an agreement?—Probably not.

2. The rents on the estate are considerably below the valuation set on them by the late Mr. D. T. Davies, Troedybryn, when valuing the parish of Llanfairclydogau for the Lampeter Union in 1868. No valuation of any kind has been instituted by the landlord since he bought the

Lord *Kenyon*—continued.

property. The estate comprises 2,176 acres, of which 1,388 acres are arable and meadow lands, and 797 acres of mountain land, averaging 14*s.* per acre on the former, and 2*s.* 6*d.* per acre for the latter, as per present receipts, exclusive of tithes, rates, &c., but including property tax. Permanent reductions, I may say, have been made by Mr. Jones on some farms outside of this estate, viz.: Gorwydd Silian, from 50*l.* a year to 42*l.*; Penddol (adjoining to estate), 115*l.*, to 92*l.*; Nanthenfod ystrad, 234*l.* to 190*l.*; Cluttau, 90*l.* to 85*l.*; Penlan newydd Llanbadarn, 20*l.* to 17*l.* 10*s.* The rents on this estate remain the same as agreed upon by landlord and tenant after the redistribution of fields after the sale.

3. Abatements to the amount of 496*l.* 3*s.* 11*d.* have been given to the most necessitous tenants in September and March 1888, and from September 1892 to September 1893, varying from 5 to 20 per cent. No favoritism has been shown in the least in the distribution, merely relieving those that wanted help. The favourites, as they are termed, have been on one or more occasions left without any abatement, while their Non-conformist brethren were receiving it. I can truly state that Mr. Jones has done much more in the way of building, repairs to buildings, and paying for cutting drains, to his Nonconformist tenants than he has done to his Church tenants. There are no religious tests in vogue on this estate.

4. No land has been taken away from a tenant without having received ample compensation for it. The only instances of land being taken are as follows:—Llanfairfawr farm Waen saethwir, for plantation in 29th September 1872, of 17a. 3r. 4p., for which he received reduction in rent of 6*l.* 4*s.*; part of a field for school board in March 1877, and Ddol and Caenewydd in September 1879, measuring 17a. 3r. 5p., for which the tenant received a deduction of 20*l.*; rent, previous to land being taken away, 160*l.* 15*s.*; allowances for land taken away, 26*l.* 4*s.*; the present rent, 134*l.* 11*s.* Froneithin Nantymedd, taken on the 25th March 1871 for planting, 4a. 3r. 13p.; allowance a year, 2*l.* 5*s.*; previous rent, 145*l.*; allowance, 2*l.* 5*s.*; present rent, 142*l.* 15*s.* I have got the rentals to prove this if they should be required.

5. Preference has not been given as stated. The following are the only instances where people outside the parish were selected. Waunwen farm, David Jones (Churchman), rent 131*l.* 10*s.*; Clwtpatrwn, Daniel Jones (Churchman), rent 58*l.* 5*s.*; Tafarndy, J. Parry Thomas, Inspector (Independent), rent 36*l.* 10*s.*; Nantymedd, D. S. Davies (Methodist), rent 142*l.* 15*s.* Also two farms adjoining the estate, and bought long after the estate, were let—Penddol to Jno. Davies (Independent), rent 92*l.*; Rhydyrhenfon farm and allotment, to Thomas Morgan (Methodist), rent 25*l.* The above are the only introductions, and proves plainly that no preference has been given in one direction. All the other holdings are either held by the old tenants or widows or children as the case may be.

Lord *Kenyon*—continued.

6. The buildings are in a fair state of repair but Mr. Jones intends improving one or two places before many days are over or in the course of this year. He has spent about 10,000*l.* already in building and repairs to buildings and drainage since he acquired the property, without raising the rents, or charging interest on the expenditure. I append for your perusal a report made on the 1st of July 1868 by John Evans, builder, on the condition of the buildings on the estate before the sale. [*Handing in report.*]

7. Allowances have been granted, and that recently, for haulage towards building Llanfair shop, Llanfair fawr, Nantymedd, and Parkneuadd, but the three latter claims have not yet been settled. Before commencing to build Llanfair fawr farm-house in 1892, accommodation had been secured for the tenant and his family to live in a house within 40 yards of his farm, but he refused, saying that he preferred living as best he could, than be a source of inconvenience to his neighbour. The dwelling-house was completed in five or six months. The reason he was served with a notice to quit was that he refused to thatch his cow-house and barn, but after being served the work was done.

8. Mr. Jones has been for the last three years in very delicate health, and has been attended by a trained nurse for the last 15 months, at the advice of Dr. Budd, of Bath; he has been obliged to keep quiet and refrain from any excitement or worry whatsoever. It was not for the want of courtesy or esteem that he could not see his tenants, if at any time they called upon him. He knows them and their families personally, and takes great interest in all his tenants individually.

9. The estate altogether comprises about 7,700 acres, and only one keeper is employed to look after the game and about four miles of the river Teify. He does not breed game, and rabbits are not numerous. The keeper is a tenant farmer, and in perfect sympathy with his fellow tenants in regard to game.

10. This accusation is also as groundless as the previous ones. Political meetings in Llanfair are not of frequent occurrence; one perhaps in six years. I do not remember hearing of a meeting there at the last General Election on either side. It is ranked as being one of the most peaceable in the Principality, and because the tenants are quiet and well-disposed people, and probably not responding to Jenkins' election cries, they are to be persecuted with his vengeance and stigmatised as being cowards, &c.

11. The landlord has not interfered in any way with the improvement of the chapel, nor can I understand why his name should be coupled with the non-completion of the sanitary accommodation, as it does not belong to him.

12. If I remember correctly, the board agreed to pay the owner 70*l.* for sufficient land to meet the requirements of the education department for a mixed school of 120. The present position of the school had been fixed by the school inspector, who would take no other site, and it was considered by the board a fair price, as it was the

Lord *Kenyon*—continued.

best situated spot on the estate, Mr. Jones being willing to give a site higher up for nothing but the board would not have it. Compensation was given for this land to the tenant on the 25th March 1880, which was included in the 20*l.* allowance.

13. I will not attempt to answer these scurrilous insinuations, especially the last one, beyond saying that they are the most venomous exaggerations that any man could conceive or give utterance to.

48,720. That is as to putting up at certain hotels?—Yes, and as to depositing at a certain bank. I have endeavoured to place my rebutting statement before you in an unprejudiced manner, observing strictly the facts, and recording them without any bias, as they happened and are known to me.

48,721. You are a bank manager yourself?—Yes.

Mr. *Seebohm.*

48,722. Will you tell us the name of the bank you are manager to?—It is a private bank, David Jones & Co.

Mr. *Richard Jones.*

48,723. You act as agent?—Yes, I receive the rents, as well as being a bank manager. Mr. Jones generally looks after the estate, but I receive the rents and tithes, &c.

48,724. You have nothing to do with the buildings or the valuing of the places?—No, I have nothing to do with that.

48,725. Suppose a tenant wanted certain repairs, whom would he go to, you or Mr. Jones?—To Mr. Jones personally.

48,726. Do you interfere at all in the matter?—I do not interfere, except that I receive the rents and generally take an interest in the estate.

48,727. In the matter of repairs to buildings you would not interfere?—No, I generally leave that to Mr. Jones and the tenants.

48,728. You are not able to refute this statement that copies of the agreements have been sent to the tenants containing this clause as to grinding the corn at a certain mill. You do not deny that?—No, it is in the printed agreement. I have a copy of it here if you would like to see it.

48,729. You do not rebut that statement?—No.

48,730. Neither do you deny that a distinction has been made in making abatements?—No.

48,731. You do not rebut that?—No, only that I deny there was favouritism shown in the distribution of the abatements.

48,732. You say it was made to necessitous tenants?—Yes.

48,733. What means have you of determining who are necessitous and who are not?—Well, the tenants that we consider necessitous——

48,734. Then it was a matter of opinion?—Yes, it was as Mr. Jones thought proper.

Lord *Kenyon.*

48,735. Have you got the report that you refer to?—Yes [*handing in report*].

48,736. This is a report by the valuer when the estate was bought, I understand?—That is the report of a builder, made in 1868, before the estate was sold to Mr. Jones.

See 48,816.

Mr. *Richard Jones.*

48,737. Do you know anything about a house called Wenallt ucha?—Yes, I do.

48,738. What is the state of the dwelling-house in that place?—It is in a bad state of repair. It is unoccupied in a way.

48,739. What do you mean by "unoccupied in a way"?—Well, it is unoccupied as far as I know. The tenant has given up the place. Here is his note [*producing same*]. He gave us notice in September 1892, to expire in 1893, and at the expiration of that notice he made a sale of his stock and crop, as he was going to leave the place.

See 48,843.

48,740. He is leaving the place because of the state of the house, is he?—Yes; Mr. Jones will not build on that farm on any condition. It is too wet.

48,741. What is he going to do. Is he going to put the tenant on to another farm?—Yes, it is to be put to another farm.

48,742. In order to save the expense of building?—No, the place is too wet. It is not a wholesome place at all for a man to live on.

48,743. The house?—No, the land being so very wet and boggy.

48,744. Is there no dry place at all on the farm?—No, I do not think there is as far as I know.

48,745. Do you know whether any of the tenants of Mr. Jones, of Glandenys, attended the sitting of the Commission at Lampeter?—Yes, several of them.

48,746. Do you know anything about the Dolau Llanfair meadow?—I do.

48,747. How many acres is it?—It is a little over 17 acres. That is in my evidence.

48,748. What was the rent of Dolau Llanfair Meadow?—I do not know, but the particulars are here. I know there was an allowance of 20*l.* made for it. This is the valuation of Mr. Davies.

48,749. Will you kindly refer to it. What was the previous rent?—Of that meadow?

48,750. Yes?—It was let with the farm of Llanfair fawr. It was part of the farm.

48,751. Suppose that you deducted the amount from the rent, what was standing on the meadows?—20*l.* was allowed for it.

48,752. But you say it was attached to the farm?—Yes.

48,753. But suppose you were to take the amount of the rent of the meadow (that is according to the acreage) from the rest of the farm, what would it be, do you know?—No, the average would be about 14*s.* an acre.

48,754. The land would vary, of course?—Oh, very much so. There is land on Llanfair fawr farm at 12*s.* an acre, as valued by Mr. Davies, the valuer.

Mr. *Richard Jones*—continued.

48,755. Do you know a farm called Nantymedd?—Very well.

48,756. Was there a field taken from Nantymedd farm?—There was, and one given instead.

48,757. Which is the better?—Well, they are both on the banks of the Teifi. I could not make a distinction between them. They are on the same level.

48,758. Was not the one taken from the farm better than the one that was put to it?—I do not know. I do not think so.

48,759. Was there any difference made in the rent?—No.

48,760. Was the tenant served with a notice to quit?—Yes, they were.

48,761. What for?—Because the young lady was going to be married, and it appeared they were going to give up farming.

48,762. The people gave you notice?—No, we gave them notice, because we were told that they were going to give up farming.

48,763. If they were, was it not their place to give you notice?—Soon after the death of Mr. Morgan, the young lady and her mother reported they were not capable of carrying on the farm, and intended giving it up, so we gave them notice to quit.

48,764. Did you say that the young lady was going to be married?—Yes.

48,765. To a farmer?—No, not at that time; to a solicitor.

48,766. What do you mean by saying not at that time?—At that particular time she was, I think, engaged to a solicitor, but subsequently she married a farmer, who is the present tenant of Nantymedd.

48,767. But was not the field that you took well limed before you took it?—I do not know.

48,768. You do not know?—No, I cannot say. I cannot answer that question.

48,769. Do you know a place called Gelly?—I know Gellyddyfod.

48,770. Do you know a place called Cae Sarah?—Yes, I have heard of it.

48,771. Was that field taken from the tenant of Cae Sarah?—Yes, I think it was.

48,772. Did you make any allowance in the rent?—That is a case I do not remember. I cannot give you an answer. I do not know. I cannot say that, because it is many years ago.

48,773. Would not your rent book help you? No, I do not think so.

48,774. What was done with the field that was attached to another farm?—I do not know whether it was given to a house on the mine called The Office.

48,775. But surely you would know whether an allowance was made for this field?—I could not, really, because Mr. Jones manages it.

48,776. But you receive the rents?—Yes.

48,777. You ought to know, certainly, as the rent receiver?—But I was not receiver at that particular time. I was only a clerk in the bank when that arrangement took place between them.

Mr. *Richard Jones*—continued.

Mr. Williams, the manager, was the receiver of the rents at that time. I cannot remember it.

48,778. You do not know what became of the field?—No, I could not say.

48,779. Do you know whether Mr. Jones requested Daniel Jenkins to leave the parish and go to live on his farm at Pentrefelin, Talsarn?—Mr. Jenkins has got a farm 7 miles away from Llanfair, and I cannot say whether Mr. Jones told him that or not. I cannot say, but not to my knowledge.

48,780. Do you know whether Mr. Jones' keeper, Thos. Jones, the Mill, threatened to give notice to quit to the landlord where Daniel Jenkins lodged on account of Daniel Jenkins being lodged there?—I do not believe it; I do not think so.

48,781. Are you in a position to deny it?—No, I should not like to deny it, because it is not in my power. It is not in my knowledge.

48,782. Do you know whether Mr. Jones' keeper asked the head carpenter on the estate not to give Jenkins' landlord any work on the estate, the person he lodged with?—Where was he lodging then, may I ask, because he has changed his lodging so frequently.

48,783. I think it is where he lodges at present?—I do not know where he lodges. He was on the silver mine with John Davies; that is where I heard of him last.

48,784. What is John Davies?—He is a labourer.

48,785. Was there any conversation of the kind at all?—Not to my knowledge. No, I do not remember it.

48,786. Are there any of Mr. Jones' tenants members of the school board of Llanfair, where Jenkins is head master?—At the present time?

48,787. Yes?—There is a son of a tenant of Mr. Jones' there.

48,788. Only one?—Oh, yes, there is Davies, of Nantymedd.

48,789. Do you know whether Mr. Jones requested Mr. Davies of Nantymedd not to attend the board?—I do not think he interfered at all. Mr. Jones has been chairman of the board for years himself, and I am sure he has never interfered with the school board elections or anything else.

48,790. Who sends the notices to quit on Mr. Jones' estate. Is it the keeper?—The keeper, as a rule, yes.

48,791. How many horses does Mr. Jones' tenant at Llanfair shop keep, and where does he keep them?—He keeps one horse, I know. I do not know wherehe keeps it.

48,792. Do you know whether the horse has to be kept at the chapel stable for want of proper accommodation?—I cannot say that. I know he has a horse. I have seen him carting corn from the place.

48,793. Do you know whether he has kept more than one?—No, I do not.

Lord *Kenyon.*

48,794. Has he ever asked for increased accommodation?—No, never. He has never complained of the accommodation.

Mr. *Richard Jones.*

48,795. Daniel Jenkins made this statement the other day at Lampeter; that eight notices to quit were given to one tenant in the course of the 12 years. Is it true?—I cannot say.

48,796. You are not in a position to deny it?—No.

48,797. Do you deny that this tenant is a good farmer. Do you know anything about him as a tenant?—To what tenant do you refer.

48,798. That tenant who received eight notices to quit?—I do not believe there is a single tenant on the estate at present that has received eight notices to quit.

48,799. Is there one who has received six?—I cannot say—no, not so many as six either.

48,800. Do you know whether any tenants have given offence to their landlords because they have taken their corn to another mill to grind?—No.

48,801. You are sure of that?—Yes, quite sure. That is no offence whatever. They go to Cefn, and they go to other mills; they go to Llanio Mill, Lampeter Mill, and all the neighbouring mills. Of course, they patronise the estate mill, but they are never compelled to support that mill entirely. It was the old custom, under Lord Carrington, when he was the owner of the estate, that the tenants should go to the mill.

48,802. But did Lord Carrington put a clause in the agreement?—I cannot say.

Mr. *Seebohm.*

48,803. Was it an old soc mill?—Yes; an old-fashioned country mill, with one or two pairs of stones.

Mr. *Richard Jones.*

48,804. But the very fact of the clause being put in the agreement does to a certain extent, at any rate, show that the landlord would discountenance their going to any other; I suppose they went to other mills, because they got better flour there?—For flour, very likely; but for rough meal, such as oats and barley, and things of that kind, they ground there.

Mr. *Seebohm.*

48,805. Do you know what passed with regard to John Evans' tenancy when Mr. Jones came to the estate, and why it has remained at 15*l.* a year rent when it is worth more?—Yes; I should think it would be worth more. It is a nice building—a very nice building—a very nice country shop, large premises, dwelling-house, and store-house, and probably it would be worth 18*l.* to 20*l.*

See 48,698A.

Mr. *Seebohm*—continued.

48,806. Then, although the present owner was not legally bound to allow him to remain at the old rent, he has done so out of kindness?—Yes; he allowed him at the same rent out of his generosity.

48,807. When a tenant builds upon property with the consent of the landlord, he is entitled to compensation?—Yes; the landlord allows it.

48,808. Do you think that he ought to be allowed to build without getting the consent of his landlord in writing?—Well, they have been building on Mr. Jones' estate small buildings, to the value of 5*l.* or 10*l.*, and Mr. Jones, although they did not get his consent, has always allowed it to them.

48,809. We have had so many cases of difficulty arising from sales where arrangements were made which were not strictly legal, where a person has taken the risk, in fact, and has built on perhaps a merely verbal statement. Do you think that the law could go further than it does with regard to those cases?—I should not like to express an opinion on that. I am not sufficiently versed in such matters as to express an opinion.

48,810. One question about the mill. Was the mill what is called a soc mill, that is a mill which, under the old customs of the country, had a monopoly of the grinding of the tenants?—No; there was no monopoly, only the estate tenants like to support it.

48,811. There was no old custom about it which you have perpetuated in the agreement?—Nothing whatever; only that the tenants of the estate always patronised it, and understood that they were to grind in this particular mill.

48,812. And it was for the benefit of the tenants of the mill, rather than for the landlord, that that clause was put in?—Yes.

See 45,580. 48,813. Is that the mill with regard to which we had evidence of its having been made from one stone to three stones by the tenant?—Yes. Since Mr. Jones got into possession, he has supplied the tenant with a pair of grinding stones.

48,814. Do you remember the mill as to which we had evidence?—That was before my connexion with the estate.

48,815. The old tenant left before you became connected with it?—Yes.

Lord *Kenyon.*

48,816. I have looked through this report of the valuer, and I find that the place must have been in a very bad state of repair when Mr. Jones bought the estate, no doubt?—Yes.

48,817. Many of the houses were dilapidated, and even the new ones seem to have been badly built. I think you say now that the estate is in good repair?—Yes, in a fair state of repair, with one or two exceptions, which he intends rebuilding soon. He is at it now.

48,818. Does Mr. Jones do most of his work by contract?—No.

48,819. By his own estate workmen?—Yes; pay-work or piece-work.

Lord *Kenyon*—continued.

48,820. How many masons does Mr. Jones employ?—Two, as a rule. He has employed four. He had four or five, I believe, when he was building the buildings that I have just quoted in my statement.

48,821. And carpenters?—Yes; two carpenters.

48,822. And a slater, besides?—No.

48,823. Perhaps one of the masons does the slating?—Yes.

48,824. With regard to this field for which 20*l.* allowance was made: I suppose it is the field taken away for the school board?—That formed part of a field sufficient for the requirements of the Education Department for a mixed school of 120, and also for a meadow and a field.

48,825. Do you know whether that was 17a. 3r. 3p.?—Yes.

48,826. Do you know whether the rent of these fields was 24*l.* 10*s.*?—No.

48,827. Or whether it was lumped altogether?—No. This is the valuation of Mr. Davies, the late surveyor. It is much above the present rental, and the valuation of those two fields is, the one 26*s.* an acre, and the other 24*s.*

48,828. Could you divide those two fields; could you tell me what the acreage would be of each of them?—One is 10a. 2r. 25p., and the other is 6a. 2r. 30p.

48,829. Which is valued the higher?—The 10 acre field.

48,830. You say it is let below that rental—that would be about 22*l.* odd?—That is the valuation set upon them by Mr. Davies, which exceeds our rental.

48,831. By how much?—180*l.* is the estimate and the present rental is 134*l.* 11*s.*

48,832. The estimate was 180*l.*?—Yes, Mr. Davies' valuation is 180*l.*

48,833. So that 20*l.* would not be very far out as to the value of those fields?—It is a very fair allowance, I should think.

48,834. I suppose it was probably an error in the tenant's mind to think that they were valued at 24*l.* 10*s.*?—Yes, he did not pay according to that at all.

48,835. That was in excess of both Mr. Davies' valuation and of the average of your rent?—Yes.

48,836. These are questions by Mr. Vincent: "Can you tell me when the agreement in its "present form was drafted"?—Sometime in 1890. I had a copy of it.

48,837. "Do you know that an application to "grind at a named mill is a very old custom "indeed?"—Yes.

48,838. "Is that obligation ever enforced?"—Never enforced.

Mr. *Richard Jones.*

48,839. What is the object of putting it in the agreement, then?—I do not know. There was no specific object.

48,840. This is a question by Mr. Daniel Jenkins: "Are the shop and premises now *See* 48,09

Mr. *Richard Jones*—continued.

" occupied by Mr. Evans the same as they were " when William Jones, Esq., bought the estate " ? —Yes, and improved. A fire took place there not long since.

48,841. What is the name of the holding ?—Llanfair shop.

48,842. " Is it the same rent ? "—Yes, 15*l.* a year. That is what he pays. I do not know whether it has always been so.

48,843. This is another question by Mr. Daniel Jenkins: " Was not the tenant of " Wenallt at the house on Wednesday last " ?— I could not answer that question. That is not in my knowlege.

See 48,739.

Mr. *Richard Jones.*

48,844. Was he at the house on Wednesday last ?—He told me that he would not live there. After he made a sale he asked whether he could be continued as tenant, only holding the land—

Mr. *Richard Jones*—continued.

that he would not live in the place; he was a widower without any children or family, and that he would occupy the land only as grazing land, and not live on the place.

48,845. Is it true that the sanitary inspector reported this place ?—Yes, it has been reported.

48,846. Has any action been taken about it ? —No, there is a certain notice given, and a certain time allowed to enable one to answer, and attend to it. The house will be down probably soon.

48,847. I believe the sanitary inspector is Mr. Jones' tenant ?—Yes, he is a tenant of his.

Lord *Kenyon.*

48,847A. Thank you, Mr. David Jones, I am sure Lord Carrington will be very glad to hear that the rents on that estate have not been raised although the estate has been sold.

The witness withdrew.

Re-examined 73,390.

Mr. Daniel Jenkins recalled and further examined.

Lord *Kenyon.*

48,848. Now, Mr. Daniel Jenkins, do you wish to say anything ?— I should like to make one remark.

48,848A. Have you got anything to rebut. We cannot accept any fresh evidence from you, but we shall be glad to hear any statements rebutting the evidence of the last witness ? — I offered my evidence at Lampeter, and after hearing the rebutting evidence to-day, I have nothing to withdraw from what I said then. I still continue to believe what I said then.

Lord *Kenyon.*

I do not know what you mean by that. You are welcome to your opinion, sir, of course.

The witness withdrew.

Re-examined 73,330.

Adjourned for a short time.

Mr. David Lloyd called and examined.

Lord *Kenyon.*

48,849. You are Mr. David Lloyd, a solicitor, of Lampeter ?—Yes.

48,850. And you wish to rebut the evidence of Mr. Watkin Davies with regard to the Derry Ormond estate ?—About the Derry Ormond estate.

See 45,878–46,097 and 73,543–73,644.

48,851. And the evidence of Mr. Timothy Evans about the Llanayron estate ?—Yes, my Lord.

48,852. Is Mr. Watkin Davies or Mr. Timothy Evans here ?—No, I am not aware that they are.

48,853. Are you agent for Mr. Inglis Jones ?— I am acting now as agent. The estate agent is unwell and unable to leave the house. I know a great deal about the estate, having acted for many years for the owner of the estate.

48,854. You heard the evidence of Mr. Watkin Davies ?—Yes.

48,855. Now will you say precisely what you wish to rebut ?—Yes, I have a short statement

Lord *Kenyon*—continued.

here in writing. I am clerk to the guardians of the Lampeter Union, and clerk to the justices for the Lampeter and Tregaron districts. I have acted professionally for the owners for the time being of the Derry Ormond estate for upwards of 34 years. Mr. Cotterell, the agent of the estate, is at present unwell, and is unable to leave his house. I have read a copy of the evidence given by Mr. John Watkin Davies, at Lampeter, on the 25th instant, and have gone carefully through the portion of it relating to the Derry Ormond estate with Mr. Wilmot Inglis Jones, the present owner of the Derry Ormond estate, and his agent, Mr. Cotterell, and having examined the rent rolls and accounts of payments made for repairs on the estate during the last 12 years, and also from information given to me by Mr. Jones and Mr. Cotterell, I am in a position to state that there has been

Lord *Kenyon*—continued.

no unwillingness to make repairs and improvements on the Derry Ormond estate. On the contrary, during the last 12 years 10,069*l.* 17*s.* 9*d.* were expended on new buildings and repairs, and no interest has been charged upon the outlay or the rents increased. No tenant has given up his holding on the Derry Ormond estate owing to the landlord refusing to make repairs. There has been no request on the part of tenants for leases. I have in my possession the book containing full particulars of the amounts spent in repairs on each building. Mr. John Watkin Davies stated that the rents of certain farms on the Derry Ormond estate, namely, Llettycybi, Cilgwynucha, and Glandulas were raised. If the rents of these farms were raised, the advance was made before they were purchased by the owner of the Derry Ormond estate. The facts are as follows:—Llettycybi: The rent of the farm was 32*l.* when it was purchased in 1879, and the rent was afterwards reduced to 27*l.*, and repairs were made which cost about 75*l.* Cilgwynucha: The rent of this farm, when it was bought in 1879, was 75*l.*, which has since been reduced to 50*l.*, and since the purchase about 100*l.* has been spent in repairs. If an advance was made at any time in the rent of this farm it took place before it became part of the Derry Ormond estate. Glandulas: When this farm was purchased in 1879 the rent was 90*l.*, and it was afterwards reduced to 70*l.* In the year 1886 a general reduction of rents on this estate was made, not by an equal per-centage, but the rent of each holding was reduced to what was considered a fair rent, as much as 25 per cent. reduction being made in some cases. An allowance of 10*l.* per cent. has been made on the Derry Ormond estate at the last three audits, but no allowance was made in respect of houses and cottages, and no allowance was made to Mr. John Watkin Davies for the following reasons: About three years ago new buildings were erected for Mr. Davies at his request, and they were made much larger than a small holding of about 15 acres required, as Mr. Davies required them to enable him to carry on the trade of pig dealer, including the salting and curing of bacon. New buildings were accordingly erected, upon the understanding that an additional rent would be paid. About 350*l.* were spent in the erection of the new buildings, but no increased rent has as yet been paid. Cottages on the Derry Ormond estate have gone down, as no tenants could be procured for them, and being thatched cottages, owing to straw being so expensive, they could only be kept up at a loss. I have known the neighbourhood of Bettws Bledrws for upwards of 45 years, and I have never heard of any common called Bettws Bledrws Common, nor that any persons entitled to right of pasture there were at any time deprived of their rights. The tenants on the Derry Ormond estate are not in any way interfered with in the exercise of their

Lord *Kenyon*—continued.

rights under the Ground Game Act, and it is their own fault if the rabbits are not kept down, and they ought not to be afraid to exercise their rights. Compensation is given by Mr. Jones to tenants who may suffer through game trespass, and no complaints have been made to Mr. Jones of his gamekeepers having trespassed or injured the lands of any of his tenants. I may add that I mentioned the amount spent in repairs during the last 12 years, but during the last 50 years I believe that something like 80,000*l.* have been spent on this estate in repairs and new buildings.

48,856. What proportion does the money laid out for repairs bear to the incoming rental, will you tell us?—The annual rental is 3,572*l.*

Professor *Rhŷs.*

48,857. Have you heard of any compensation for game being asked for?—I believe that compensation was asked for and paid.

48,858. And paid?—I believe so.

48,859. There is no difficulty in the tenants getting at the agent or the landlord, is there?—Not the slightest. The agent lives close to Derry Ormond Mansion, in the centre of the estate. It is quite convenient for the tenants to see the agent at any time.

48,860. What is his name?—Mr. William Cotterell.

48,861. Can he talk Welsh at all?—No, he cannot.

48,862. Can the landlord?—No.

48,863. I suppose there are some tenants who are monoglot Welshmen, are there not?—Yes, some of them.

48,864. How do they get on?—Well, I do not think there is any difficulty in their being able to understand each other, although it is a disadvantage, I admit.

48,865. You heard what was said by one witness this morning?—No, I came in late.

48,866. What he said was that he heard a monoglot Welshman trying to get on with an agent who did not know any Welsh, and that there was some sort of man on the estate who was supposed to know Welsh and English; he did not translate what the agent said to the tenant, nor did he translate what the tenant said to the agent; he told them both what he chose?—I have not heard that there has been a difficulty of that kind on this estate. I have not heard it; but I admit it is a disadvantage.

48,867. Would you be likely to hear of a thing of that sort?—I should think so, being close to the estate. Do I understand that that refers to this estate?

48,868. No, I asked if you had heard that this morning. It is what might happen in cases where people do not understand one another? A third person may understand both, but neither of them may understand him?—I admit it is a disadvantage, but I have not heard of any complaints of that kind.

Mr. *Richard Jones.*

48,869. I believe Mr. Watkin Davies said that Mr. Inglis Jones was very reluctant to carry out

Mr. *Richard Jones*—continued.

repairs, and consequently sometimes he received orders from the Sanitary Authority. Is that so?—It is so, as far as the cottages are concerned; not as far as the farm buildings are concerned. There was one cottage in the neighbourhood condemned, at least there was a complaint made by the inspector of nuisances. I know it as a fact, because I am the clerk to the rural sanitary authority.

48,870. Then, as a matter of policy you allow cottages to go down. Is that so?—Yes, in some cases, and several have gone down for the reasons stated by me.

48,871. What would be the consequence of that as far as the labourer is concerned?—I am not aware that any labourer has suffered in any way by it; I do not know that any labourer has left in consequence.

48,872. But the population of the rural districts is decreasing?—Yes, there has been a general decrease of the population in this county.

48,873. In consequence of the houses and cottages coming down?—Yes, owing to labourers going into Glamorganshire, where they get an increased rate of wages.

48,874. It possibly may be that there are no cottages for them if they are allowed to fall down?—Oh, I think the farmers would be very glad indeed if they had more labourers in the neighbourhood.

48,875. But it would be a help to bring them back to the soil, would it not, if cottages were provided for them?—Yes, no doubt it would if they could be induced to come back. If that would induce them I have no doubt landlords would be glad to put cottages up.

48,876. Is it true that Mr. Inglis Jones has spent a lot in ornamenting his grounds?—Yes, he has recently put up a large conservatory, if you mean that, and other landlords have done the same, I have no doubt, in the neighbourhood.

Lord *Kenyon.*

48,877. I think you said 10,000*l.* had been spent in 12 years?—Yes, it is averaging about 800*l.* odd a year.

48,878. And the rental of the estate you said was 3,572*l.*?—Yes.

48,879. That is somewhere about 25 per cent. That seems to be a fairly generous outlay—a very generous outlay I should think. Are the cottages sufficient for the population at present?—Oh, certainly; I do not think there is any demand whatever.

48,880. What I mean is, do the labourers leave the place because there are not sufficient cottages, or are cottages not built because they are not required?—I do not believe that cottagers leave because they cannot get proper accommodation—proper cottages to live in.

Lord *Kenyon*—continued.

48,881. They leave because they can get better employment elsewhere?—Yes.

48,882. There is more inducement?—Yes, that is the inducement.

48,883. You think the cottage building keeps pace with the population?—Yes, certainly. I will now turn to the portion of my evidence with regard to the Llanayron estate. I was not present at Aberayron when Mr. J. T. Evans spoke about the place called Tynycoed, and I wish to make a statement with reference to that: Mr. J. T. Evans was the tenant of Tynycoed cottage and garden for many years previously to the year 1885, at the annual rent of 2*l.*, Evans undertaking the thatching. In 1874 Evans underlet the cottage and about one-third of the garden at an annual rent of 2*l.* 10*s.* to one John Jenkins, and J. T. Evans kept the other portion of the garden for his own use, so Evans made a profit of 10*s.* per annum and he occupied about two-thirds of the garden. The arrangements between J. T. Evans and John Jenkins in 1874, when the cottage was let to Jenkins, was that Evans should thatch the cottage and do certain repairs, and to continue to keep it in repair during Jenkins' tenancy, and Evans accordingly, in 1874, made certain repairs, namely, new baking oven, wooden partition, repairing pigstye, and wire and poles for fencing. John Jenkins afterwards could not get Evans to thatch the cottage and he had to do it himself, but ultimately Evans made an allowance in respect of this to Jenkins out of the rent. In 1885, owing to Jenkins having complained that Evans would not keep the cottage in repair as agreed, I, as agent of the estate, suggested to Evans that he should surrender his tenancy as he (Evans) did not require the cottage for his own use, but sublet it, and his tenancy being troublesome to him, and afterwards Evans was called upon to give up possession, which he ultimately gave at Michaelmas 1887, and Jenkins has since held the cottage and garden as tenant to Mrs. Lewis. Evans made a claim for compensation as tenant when he gave up possession, but inasmuch as the alleged improvements in respect of which the claim was made were made by arrangements entered into between Evans and Jenkins, and Mrs. Lewis was no party to the arrangement, Evans' claim was not entertained and nothing was heard of this claim until a few months ago, after the Land Commissioners had been appointed. There was another point, but I am not in a position to say anything about it. A man of the name of Timothy Evans gave evidence, but not having heard what he said I am unable at this moment to say anything in answer to it.

See 47,915–9.

See 47,883.

The witness withdrew.

Re-examined 73,619.

Mr. William Davies called and examined.

Lord *Kenyon.*

48,884. What do you wish to say?—I am a solicitor, and acting as secretary of the Central Committee of Farmers in Lampeter. I had the conduct of the evidence of Mr. Watkin Davies, which my friend Mr. Lloyd has attempted to rebut. You will remember that he gave evi-
See 73,543. dence at Lampeter; he was about the first witness from the district, and he represented 31 farmers.

48,885. So he said, yes?—He had no personal complaints himself, and we have had no notice of this rebutting evidence of Mr. Lloyd until this very moment. Mr. Watkin Davies would have been here this morning with further evidence to substantiate all his statements had we received notice of this rebutting evidence. My friend Mr. Lloyd knew perfectly well that he was going to rebut, and yet we had no notice of it at all.

48,886. Our first duty when a person is attacked is to let that person know so that he may have an opportunity of giving rebutting evidence within the county, but it is not our buiness to keep everybody informed; it is simply our duty to let those who are attacked have an opportunity of coming forward. We let Mr. Inglis Jones know that he was attacked; and he gave his rebutting evidence at the first opportunity?—I think it is my duty to inform the Commissioners why Mr. Watkin Davies is absent this morning.

Lord *Kenyon*—continued

48,887. Two questions are sent up by Mr. Vincent: "Professionally speaking, I should "like to know what you mean by having the "conduct of evidence"?—Assisting the farmers, my Lord, to lay their case before your court, preparing them to come into court.

48,888. Assisting the farmers to give evidence before the court—to prepare evidence in due form?—Yes.

48,889. "Did you, or Mr. Watkin Davies, or "anybody else, let Mr. Inglis Jones know that "he was going to be attacked?"—I did not.

The witness withdrew.

Mr. David Richards called and examined.

Lord *Kenyon.*

48,890. You are Mr. David Richards, of Goginan, Llanfihangel y Creuddyn?—Yes.

[*The interpreter read the following statement to the witness.*]

I am a farmer's son, and have always been brought up to farming. In 1867 my father took Goginan farm from Colonel Powell, of Nanteos, at 56*l.* 10*s.* He paid 280*l.* to the outgoing tenant. He was then compelled to take the crops, but if he had wished to leave the incoming tenant would have the option of taking the corn or not. No agreement was signed when he entered, but some years afterwards, when my father was at Nanteos carting, the agent called him into the house and told him he must sign an agreement. He did so, but got no copy of it. They sold the farm in 1892, and about two years before that they added to it a small mud cottage, almost in ruins, and about 1¾ acres of very poor land. The cottage and land would not be worth to us more than from 15*s.* to 1*l.* a year, but they raised our rent 3*l.* 10*s.* At that time they clearly thought the rent too high, because to induce my mother to pay it they promised her that they would very soon add to the farm three cottages and premises adjoining, the lease of which would very shortly be up, without any further increase in the rent. These would be worth 10*l.* or 11*l.* a year to us. My father died in 1883, and my mother has since carried on the farm. My father and mother, myself, my two brothers, and my two sisters, up to 1883 all worked hard on the farm, neither myself nor my brothers and sisters ever receiving any wages. We greatly inproved the farm, cleaned and closed the fences, made miles of drains, cleared gorse, and applied lime and artificial manures every year. In 1884 and 1888 we built a hay-shed and cattle-shed.

Lord *Kenyon*—continued.

Before the sale in 1892 we received notice to quit, after which my mother went to Nanteos and asked for a copy of the agreement. The agent refused it, and very insultingly ordered her off the premises. She then said, 'Well, 'I shall plough up all the arable land.' He threatened her that if she ploughed a single acre more than the agreement authorised he would make her smart for it. He till refused her the agreement, in the hope, no doubt, that she would be too much frightened to plough really what she was entitled to, and by so abstaining increase the value of the farm for the sale. Goginan is 51a. 1r. 7p., Pwlly Ucha, the adjoining farm, 109a. 2r. 26p., or more than twice as much. In 1868, when my father took Goginan, the land of Pwlly Ucha was in quite as good a condition, and the buildings far better, and at that time Pwlly on sale would realise 2½ times as much as Goginan, *i.e.*, quite as much per acre for the land, and a substantial additional for the difference in the value of the buildings. In 1892 Goginan sold for 1,960*l.*, or a little over 38*l.* per acre; Pwlly Ucha sold for 2,200*l.*, or very little over 20*l.* per acre. The whole of this difference of 18*l.* per acre, or 918*l.* in the whole farm, is entirely due to the improvements effected by my father and mother. Still, if my mother had not been fortunate enough to get the farm again from the new owner, she would have had to leave without receiving a single penny by way of compensation; and Mr. Powell, as it is, in addition to having received full rack-rent during all those years, has put into his pocket 918*l.* towards which he never contributed a single penny or a single day's work. I consider it a gross injustice that some at least of that 918*l.* was not paid over to my mother. I produce a copy of the Nanteos agreement, and

Lord *Kenyon*—continued.

beg to call attention to the following clauses:—1. Tenant to pay 5 per cent. on landlord's outlay. 2. To give a day's haulage for every 20*l.* rent. (This we did during all the years, a man with two horses and cart each day.) 3. To preserve game, rabbits, and fish, and to prosecute poachers. 4. Deductions for dilapidations, bad management, &c., from allowance for fences. 5. The exclusion of the Agricultural Holdings Act.

48,891. Have you got a copy of your agreement?—Yes. I hand up these two agreements (*handing same*).

Professor *Rhŷs*.

48,892. You said that when your mother asked the landlord, or the agent I think it was, for a copy of the agreement, your mother was very insultingly ordered off the premises?—She was.

48,893. What did they say; did they say that she already had a copy?—No; we had not a copy.

48,894. Why should they have ordered her off the premises for asking for one?—Well, I cannot say.

48,895. You are quite sure there is no mistake in your account? Is your mother alive now?—She is alive.

48,896. She is not here, is she?—She is not here to-day.

48,897. It seems very strange conduct?—It was very strange.

48,898. Had she or you in any way offended the landlord?—Not in any way whatever, as far as I know.

48,899. Have you had any trouble about game or anything of that sort?—We had a little trouble with the game; in fact our game was let to others. They were not having the shooting over our place. A part of it was let to Lord Lisburne. They had the shooting over it for the previous years after we entered Goginan, and then it was handed over to Mr. Roberts, of Penwyrn.

48,900. Your landlord was Colonel Powell?—Colonel Powell.

48,901. What time was this?—1867, when my father took Goginan.

48,902. When was it, do you say?—Colonel Powell was the owner in the year 1867, when my father took Goginan.

48,903. This was in 1867?—Yes; when he took Goginan.

48,904. When was it your mother asked for the copy of the agreement?—After we received notice.

48,905. What time was that?—That would be in 1891.

48,906. In 1891—as late as that?—Yes. She was there sometime in November, 1891.

48,907. That is the time when she went there?—When she went there to get some understanding with regard to the agreement.

48,908. You have got no explanation to give about this at all?—No; I have nothing at all.

Professor *Rhŷs*—continued.

"*Ewch gylch y lle ymas, yr hen scolpen.*" (Get away from me, you old scolpen.) That is what he said; and a very disgusting term to use to any woman.

48,909. Yes; I cannot understand such talk. Then you say you left in improvements on the farm about 912*l.* Is that right?—Yes.

48,910. Did you ask for compensation?—Well, in fact my mother went there. That was her purpose there that day, just to get some arrangement with the agent before the sale came on, to see if he would compensate us to some extent for what we had done there.

48,911. She was not going only to ask for a copy of the agreement?—She had other things as well. After being treated in that way she was advised by someone to write a letter to Mrs. Powell, and at her request I wrote a letter to Mrs. Powell complaining about the treatment we had received, and we have never received a reply to that letter even to this day.

48,912. No reply?—No.

48,913. Would you consider the 912*l.* the value of the unexhausted improvements, or have you not had some part of the benefit of that 912*l.*?—Well, perhaps we have had a part of it.

48,914. Did you write out a claim at all?—No; I did not.

48,915. How much would it have been if you had written out a claim. How much of that would you have considered you ought to have had back?—Well, I should say 300*l.* or 400*l.*, certainly. I consider that Pwlly Ucha in the year 1867 was equally as good as Goginan, and now it is more than twice the value.

48,916. The difference, you think, was due to your improvements?—Entirely.

Mr. *Richard Jones*.

48,917. You say that a hay-shed and cattle-shed were built in 1884–85?—I do.

48,918. Did you write to the landlord to obtain his consent to erect those buildings?—I did not write to him, but I went down there personally myself to ask him if he would supply us with timber; in fact to ask him if he would make us a hay-shed, and he said he could not, but he told me that he would give us the posts like. It is a wooden shed, and he said he would give us posts to erect a cattle shed, and he told me where they were. I went over to look for them with my brother in a cart, and we found only two there. We required six; there were only two there, and I took the two home; consequently we had to buy the others off the forester on Lord Lisburne's estate, and all the planks and boards and everything that was cut up we had to pay for, for the zinc and everything.

48,919. Before erecting these buildings were you aware that in order to obtain compensation

Mr. *Richard Jones*—continued.

in case you left it was necessary for you to obtain the consent of the landlord in writing?—No, I did not know that.

48,920. Under the first schedule of the Agricultural Holdings Act?—No, because I have never seen that Act.

48,921. Is it the case that the tenants are really ignorant of the Act, in your opinion?—I believe they are mostly.

48,922. And they erect buildings, trusting entirely to the landlord's generosity?—Quite so, yes. We farmed that farm well; we could not have farmed it better if it had belonged to ourselves.

48,923. And you think that occasionally the faith which they put in their landlords is misplaced?—Yes.

48,924. What is your remedy for this sort of thing; have you any remedies to suggest?—Well, I think that a land court would be the best remedy. I think it would protect the landlord from the tenant and the tenant from the landlord as well.

48,925. It would protect the landlord from raising the rent upon the tenants improvements?—Yes, quite so.

48,926. And also protect the landlord from the tenant deteriorating the landlord's farm?—Yes; it is often the case when a tenant is going to leave and a new tenant is coming in he is having many more advantages than the old tenant would have and having a good reduction in the rent as well. Then I think that the land court would remedy that.

48,927. Does that often occur—that the landlord really reduces the rent to a fresh tenant?—Very often.

Lord *Kenyon.*

48,928. Might not that be through the land having been run out by the previous tenant?—Well, I cannot say that exactly, but it may be there has been just a little ill-feeling arising between the tenant and the landlord, and then he would not do anything for him; he would rather have a new one.

48,929. Who bought these two farms; did the same person buy the two?—No; the man who

Lord *Kenyon*—continued.

bought Pwlly Ucha is farming it himself, and our landlord now is a dairyman in London.

48,930. There was more competition over the little farm?—Over ours; yes, I believe there was. In fact, the other farm was not sold at the sale; it was sold afterwards privately.

48,931. Was that farm in a very bad state?—Well, it was in a very bad state indeed.

48,932. Was your rent raised after the sale?—Not after the sale.

48,933. You are still there?—Yes, we are still there, and it is still the same.

48,934. Then I take it all you want is to be secure in your tenure?—Yes.

48,935. I have some questions by Mr. Vincent to put to you: "Are you an undischarged bankrupt"?—Am I required to answer that question?

48,936. You are not obliged to answer any question unless you like?—Well, I shall not answer it then

48,937. "Did you write anonymously about it in one of the daily journals?"—I shall not answer that either.

48,938. Did you deny having written it?—I shall not answer that either; I did not come here to answer such questions as those.

49,939. Of course, you are not obliged to answer any questions. You are not obliged to come here unless you like?—No, I came here quite of my own accord; I am not afraid of anybody.

48,940. I say you are not obliged to answer anything unless you like. "Was an action begun against you for libel by David Jones"?—I shall not answer any single question with regard to that matter at all; I did not come here to answer them.

48,941. Of course, we must draw our conclusions as we think fit. I shall ask the questions, as I think they are fairly put to you: "Did you "answer on oath, in answer to interrogatories, "that you had not written the letter"? Is there no answer to that question?—No.

48,942. "Did you give it up at the trial, and "allow you had written the letter?"—(*No answer.*)

48,943. "Did David Lloyd get a verdict against you?"—(*No answer.*)

The witness withdrew.

Mr. MORGAN RICHARDS, called and examined.

Lord *Kenyon.*

48,944. You are Mr. Morgan Richards, of Blaencynon, Llanfihangel y Creuddyn?—Yes.

48,945. Do you understand English sufficiently to follow the reading of your statement?—I understand enough to follow it and fairly enough to be catechised. (*The statement was read as follows*)—The diligent hard-working farmer is more liable to lose his farm than others. In the year 1860 my father took Pendre, Llanfihangel, and paid the outgoing tenant 50*l.* compensation. In two years' time the farm was sold by the trustees of the late Mr. R. Lloyd, Manordeifi, and purchased by

Lord *Kenyon*—continued.

Mr. Bonsall, of Fronfraith, and we were obliged to leave without compensation on six months' notice. Mr. Bonsall then let the farm, together with another large one to the vicar of Llanfihangel, who was sold up in less than six months. My parents were without a farm for four years. In 1868 my father took Goginan, on the Nanteos estate, from John Evans, the tenant, with the consent of the agent, and paid 280*l.* for the crops. We worked hard to improve the place, and when the other children grew up I went into service and paid 20*l.* a year out of my wages to help

Lord *Kenyon*—continued.

my parents. Later on I returned home to assist in draining the land. In 1892 my mother and brother received notice to quit. In July 1892 the place was sold for 1,960*l.*——

48,946. Is not that the same story we have just heard?—I am brother to the other. We were selected by different men to come here. If it is your wish I will abstain from that clause, I have been chiefly selected to give evidence on behalf of small occupiers, as I am one of them myself.

48,947. I think you had better give only that evidence. It is hardly worth your while to repeat the same story we have just heard?—Very well. (*Statement continued*)—In 1885, the rateable value of this parish was 4,300*l.*, but now it has been reduced by nearly 1,000*l.*, chiefly on farms in the occupation of carriers, masons, cattle dealers, and butchers. The frequent sales of large estates in the neighbourhood have also made matters worse for the farmers, many of the properties being bought by merchants and tradesmen, who rack-rent even worse than the old landed proprietors. There many farms in the district in which the owner has only a life interest, and consequently no interest beyond getting out of the farm as much rent as possible at as little outlay as possible while he lives. About 1874, when the prices of agricultural produce were high, the rent of most of the farms were raised, and farmers who have spent money and labour in improving their holdings are still compelled to pay that rent, while the rents of farms which have been neglected have been reduced. There is neither security nor encouragement for the farmer under the existing law.

Mr. *Seebohm.*

48,948. You say the small farmers pay more rent per acre than large farmers. Is not that part of the reason that the buildings are a larger proportion of the value on small farms than on large farms?—There is more demand for small farms; that is the reason, I believe, and a good many of them have been neglected and put together to spare making buildings. In my opinion that was the reason, but perhaps some others think otherwise.

Mr. *Richard Jones.*

48,949. If I understand you aright, what you say is this, that the consolidation of small farms has quickened the competition for farms?—Yes.

48,950. Why was the rateable value reduced on the land held by the carriers, masons, cattle dealers, and butchers. Was it accommodation land, rented at a high figure?—They are going away along the country to make their money, and neglect their land, while others who spend their time and money on the land keep on the land and pay rent, and not only pay the rent, but have to pay higher rates on account that the rateable value falls because the money must come out.

Mr. *Richard Jones*—continued.

48,951. What you contend is this, that really the present position of things is a sort of premium on bad farming. If a man puts a lot of money into his farm, and cultivates it well, he is liable to have his rent advanced, whereas if he keeps his land in poor condition he keeps the rent down?—Exactly.

48,952. You also say that merchants and tradesmen make worse landlords than those who have inherited land; is that so?—I do. There is a farm adjoining my farm, which was known as Cynonfach; it was before a sale some time back the property of Nanteos; it was then rented for 24*l.* A man who was then assistant overseer in our parish, and a shopkeeper, bought this farm; he had been trying to farm it himself, but could not make a livelihood on it, and afterwards he rented it for 40*l.*

48,953. Do you think that the old landed proprietors are influenced by the example of these merchants and tradesmen, and that they raise the rents afterwards?—I fear that they do, indeed.

48,954. What do you consider now the reduction in the price of produce and stock; how much per cent. do you think it has been reduced, say, since the year 1875 or 1876?—Well, some produce has been reduced just to half, but others were not so bad. I believe eggs sell as well now as they did then, but sheep and cattle are not half so dear.

48,955. But taking all articles into consideration, what would you say has been the reduction on the average?—Well, I believe I would say 40 per cent.; I am not a very good arithmetician; I will not profess what I cannot perform, but as a hardworking man I give a rough guess of what I consider to be fair.

48,956. If you think that really the price of stock and produce has been reduced 40 per cent., have you had a reduction of rent to that extent now in your neighbourhood?—No.

48,957. Before you go from that, what about the price of labour; is that much the same?—This year it was rather back. The wages of farm servants was not so dear this year as it used to be two or three years ago, because the farmers were so bad off that they could not employ men and pay the heavy rents and the other expenses that were on farms.

48,958. But still they are now possibly as high as they were, say, 15 or 18 years ago?—Well, I was in service myself 20 years ago, and I received 20*l.* then. If I went to service now, I do not know whether it would not be a great deal better for me; I do not know whether I should fetch 20*l.* or not.

48,959. If you got 20*l.*, then the price of labour would be very much the same?—Well, in my opinion, there is not a great difference between 1874 and 1894.

48,960. Then we may take it according to that that the cost of production is much the same as it was 20 years ago?—Well, lime was dearer.

Mr. *Richard Jones*—continued.

48,961. To what extent have the landlords reduced the rents?—I received an abatement of 10 per cent.

48,962. And you consider that not enough?—No. I have not come here to speak against my landlord. I think he rented as fair as most landlords, and better than many of these small landlords, a great deal better.

48,963. But still you think that rents have not come down as much as they ought to?—If I and my wife were not very hardworking we could not get the two ends to meet these last years.

48,964. Which do you think it would be better for you to be, a labourer or a farmer?—A great deal better for me to be a labourer.

48,965. Why is it that you do not give up farming and go labouring?—I will tell you. I never took a farm, but I took a wife, and she had the farm, and she would not part with it?—

48,966. You tried to accommodate yourself as well as you could to the circumstances you found yourself in, and you took a wife?—Well, I tell you the truth, and there is nobody here that will deny that.

48,967. Have you any remedy to suggest?—I want to have Imperial valuation first of all for the purpose of rent, to save ourselves from paying the penalties of these idle people that do not cultivate their farms.

48,968. Something the same as Griffith's valuation in Ireland?—Well, indeed I do not know about that.

48,969. Would you have valuations made periodically or one valuation?—Oh, it ought to be made something like the tithe valuation was done.

Lord *Kenyon.*

48,970. On a sliding scale?—That is it, my Lord.

Mr. *Richard Jones.*

48,971. You want the principle of a sliding scale; that is, that the rents should be in accordance with the price of stock and produce?—Exactly.

Lord *Kenyon.*

48,972. You said just now that you thought the old landed proprietors were copying the merchants who bought their holdings and raising the rents?—Well, I do think so.

48,973. Do not the merchants ever copy the old landed proprietors? Why do they buy land to start with?—They are not so good as the old ones. I cannot bring very good evidence for them, but these are worse, and that makes matters worse. We must have some remedy by the law.

48,974. But do not they try to copy the old landed proprietors?—Some of the old landed proprietors do very good buildings, but I must say that on the same estate there are great inequalities; but very few of these small landlords do hardly anything.

48,975. I suppose you mean men who come to buy one or two farms?—Yes.

48,976. Do not you think that a man who farms his farm well gets some profit out of it, even if his rent is raised a bit; it is better than farming it badly, surely?—Well, I believe that tenants that do profit at these times are very scarce; they may be counted, through this whole county, on the fingers of one hand.

Mr. *Seebohm.*

48,977. Do you think that the peasant proprietors, the owners of their own farms, are doing any better?—They have no rent to pay; they ought to do.

48,978. They often have interest to pay?—Well, I have heard of men who bought their own farms having to pay more interest than they used to pay in rent. They bought their farms, of course, for the want of some security, and they must have some place to live.

48,978A. Do you personally know some instances of people who have bought their own farms?—I never asked anyone was it true, but I have heard of instances which I can mention I believe.

48,979. Those that you know of, would you say that they are doing pretty well or not?—I believe that it was very hard on them, harder, I believe, than it was on me, paying rent.

The witness withdrew.

Mr. Richard Phillips called and examined through an interpreter.

Lord *Kenyon.*

See evidence of next witness.

48,980. Do you wish the statement of your evidence read?—If you please, my Lord.

[*The following statement was then read.*]

Evidence of Richard Phillips, Erglodd. In 1888 I took Blaenclettwrfach from Mr. Vaughan Davies at 22*l.* a year. At that time the prices of farm produce were going down. The dwelling-house and outbuildings at Blaenclettwrfach were in a ruinous state, but I had to pay Mr. Davies 2*l.* more rent than the previous tenant did. His solicitors gave me the agreement produced, but I objected to sign, the buildings were so bad, and the agreement would compel me to repair

Lord *Kenyon*—continued.

them. I was allowed to go in without signing the agreement, and Mr. Davies promised either to repair the old buildings or build new ones. In September 1889, however, I received the letter now produced from his solicitors, threatening to turn me out if I did not sign the agreement. The buildings were then, to all appearances, nearly tumbling down, and, in addition to that, Mr. Davies was very anxious to sell the place. If he did so I should, of course, have had to turn out, however much I spent on the buildings. When I took the place there was a man, with his wife and family, living in the

Lord *Kenyon*—continued.

house, and he kept six or seven head of cattle, and he paid me 7*l.* 5*s.* a year, the same as he paid to Mrs. Jones before me. Whenever I paid my rent, I always asked Mr. Davies to repair or rebuild, and he always promised to do so, but he never did. By 1892 my tenant was obliged to leave, the dwelling-house and outbuildings having become too dangerous for any man or animal to live in them. After that I tried to get Mr. Davies to make an abatement in the rent on account of the buildings, but he refused to do so, and told me I might give it up if I liked, that he had plenty to take it. However, I have kept on, hoping prices would go up, so that I could clear out to better advantage. Even when he promised to build he made it a condition that I should do all the carrying, which would be a very serious item, as the place is far up the mountain, five or six miles from the nearest railway station. The agreement produced also contained a clause that if the place was sold before July in any year I should have to leave the following September without any notice.

48,981. You say Mr. Davies promised to repair the old building?—Yes.

48,982. But he never did anything of the kind?—Nothing at all.

48,983. Have you got any promise in writing?—No.

48,984. Did you go to see him?—Yes.

48,985. How many times did you go to see him?—When I paid rent.

48,986. Every time you paid the rent?—Yes; half-yearly.

48,987. Have you got a copy of your agreement?—Yes (*handing same*).

48,988. You did sign this agreement?—No.

48,989. Were you aware that the clause as to notice was void under the Agricultural Holdings Act?—I know nothing about the Act.

48,990. Six months' notice is all that is allowed under the Act; did you not know that, either 12 or six months?—No, I did not know that.

48,991. The buildings were very bad, were they?—Yes, they are falling now.

48,992. What sort of roof; was it a thatched roof?—No, tiles.

48,993. Does the rain come through?—The outhouses have fallen into a heap.

48,994. Where did you put your cattle?—The tenant had left before they had fallen in; the tenant left in 1891.

Lord *Kenyon*—continued.

48,995. I do not quite understand this. Is the place you are referring to a place you sublet; did you sublet the whole of it?—Yes, a part of it.

48,996. Sublet the whole of it?—A part of the land with the house.

48,997. Then had you another house of your own?—Yes.

48,998. Under Mr. Vaughan Davies, too?—No.

48,999. You kept a certain portion of the land sublet and this house, and another certain portion of land, is that it?—Yes, that was it. It is a sheep walk I hold now.

Mr. *Richard Jones.*

49,000. Did Mr. Vaughan Davies ever complain to you that you sublet a portion of the place?—The sub-tenant was there when the farm was taken from Mr. Davies.

Lord *Kenyon.*

49,001. Mr. Vaughan Davies did not object to your sub-letting?—The sub-tenant held this land before that.

49,002. I understand that; but Mr. Vaughan Davies never said anything or never allowed you to think that he objected at all?—No, he did not.

Mr. *Richard Jones.*

49,003. Did you take the farm subject to having to repair the house yourself?—The agreement said so. I knew that.

49,004. So that you really went to the farm before you signed the agreement?—Yes.

49,005. And Mr. Davies threatened to turn you out because you were not complying with the terms of the agreement; is that so?—Mr. Davies threatened to turn me out because it was not signed. Here is the letter (*handing same*):

Corporation Solicitor's Office,
Aberystwith,
September 18th, 1889.

Mr. Phillips, Erglodd.

Dear Sir,

Mr. Vaughan Davies, on his return home has called upon us, and is very much surprised to find that you have not signed the agreement of tenancy of the Sheepwalk taken by you from him, and unless you call here on Monday next to sign the agreement we shall give you notice and take possession of the Sheepwalk and re'et it.

Yours truly,
(Signed) Griffith Jones & Co.

The witness withdrew.

Mr. M. L. Vaughan-Davies recalled and further examined.

Lord *Kenyon.*

See evidence of preceding witness.

49,006. Do you wish to make any statement?—Yes, I should like to. I should like first of all to explain that this farm that has been brought before you is simply a sheep walk, a very small sheep walk, on the mountain, and has been connected with this farm of Erglodd since many years ago. I find that in 1862 it was let to a John Davies, of Erglodd, for 20*l.* He held this farm up to the time of his death in the year 1888, and I think his successor went on for one

Lord *Kenyon*—continued.

year or one year and a-half and then it was given up to me. At that time a tenant of mine who lives close by came to me and said that he should like to have this sheep walk, and that he would give me 22*l.* a year for it. The house was down, or nearly down; but he said he would rather be without the house.

49,007. Is that this Mr. Richard Phillips?—No, it is not; that was a tenant of my own. Before I unfortunately settled with him a tenant farmer in my own neighbourhood, Mr. David Rees, the father-in-law of Mr. Richard Phillips, came to me and asked me as a personal favour to let his son-in-law have this farm, as he had been so many years with Erglodd that without it he could not possibly pay his rent there. I, unfortunately for myself, was tempted to do a kind act to Mr. Rees. I said that he might have it. I met Phillips, and I told him that I had been offered by one of my own tenants 22*l.* a year for it, and that the houses were in a very bad state, at least, I had heard that they were; I had not seen them, and that if he liked to have it on those conditions he might have it. He said he would take it and give me the 22*l.* a year. He knew the houses; he told me himself that they were in a terrible state, and I said I had heard it. I had not seen them. He went into the place at the 22*l.* a year rent, and it was a considerable time before I heard anything more about it, but one rent day he told me that the house had tumbled down, and that his sub-tenant had had to leave. I did not know till that time that this sub tenant was not the actual shepherd connected with the place. It turns out that he is only a labourer working some miles off, and therefore it was not essential to the sheep walk that this house should be kept, as the sheep walk was shepherded by another individual living close by. He said I was to allow him 3*l.* a year for this old house; I think that is the amount that he mentioned, which I declined to do. I said I thought from what I had heard about it that the house itself was not worth 3*l.* to buy it right out, much more than giving him 3*l.* a year, but I gave him 10 per cent. back upon his rent for a stated period, so that he should have the benefit of going to the Assessment Committee and getting a reduction there also. I thought that ought to satisfy him, but it did not do so. He said that he must have this amount for this old house, besides the 10 per cent., which I declined to give him. Then came the question, why was he anxious for this old house? I found that with this old house he let certain fields, what they called fields. When I went up to this mountain to see what the field meant, because this is on the Plinlimmon range, I found it was simply nothing but where they had mowed the mountain side. He let these fields, which by the map I have here consists of 16 acres, for 7*l.* 5*s.* to a man called——

49,008. We only want rebutting evidence from you?—I only want to tell you the reason why he wants the money. He lets this field for 7*l.* 5*s.*, which comes to about 9*s.* an acre, for which he pays me 2*s.* That is the object of his

Lord *Kenyon*—continued.

keeping on troubling me about this house. I said the farm was worth the 22*l.* a year, because first of all I had been offered it by a man there; and I took the farms that join it. The farm of Blaenclettwrfach is 209 acres, and he pays me 22*l.* a year for it. That is almost in a ring fence. Blaenclettwr fawr, which is unfortunately dovetailing in with another farm, 218 acres (only 9 acres difference) is also 22*l.*, which comes to just 2*s.* an acre.

49,009. What is the size of this Blaenclettwrfach?—209 acres. Then Blaenclettwr fawr, which is unfortunately divided by another person running into the middle of it, and therefore not so valuable, is only 9 acres more, and the man there is perfectly content; in fact, I have been offered more money for that farm, and he gives me 22*l.* a year without a house. Craedy fawr, which belongs to Sir Pryse Pryse, which joins, and which has a house upon it, is the abode of a shepherd who shepherds there two farms of mine for the tenants, and for his acreage, which is 231 acres, he gives 31*l.*; that comes to 2*s.* 9*d.* per acre. This is all in the same body of land, just as if it was on this table. Therefore I did not consider that Phillips had any right to ask me for a greater reduction than I had given him in the 10 per cent.

49,010. I do not think he says he wanted it?—I could not catch it quite. I think he says he asked for a reduction and that I gave him none. I not only gave him 10 per cent., but I gave it him for a stated period. You have had evidence before you of many who have only now and then given abatements, so that the tenants could not go to the Assessment Committee and get a reduction of rates as well. I consider I met the case justly. But I wish to emphasise my remarks at Tregaron, if you will allow me, and to point out to you what I said then—what an immense benefit it would be to landlords if a court that I called there a land court——

49,011. We heard all that before?—All I want to say is that I would like to go to a land court in a matter like this in preference to coming here.

49,012. I want to ask you a question or two upon this man's evidence. Did you promise him that you would rebuild his place?—No, I did not.

49,013. You never promised him?—No, because he told me distinctly when we talked it out that it was impossible to carry building stuff on to the mountains.

49,014. He says in his evidence here: "Whenever I paid my rent I always asked Mr. "Davies to repair or rebuild, and he always "promised to do so, but he never did it." Do you deny that?—I did not do so.

49,015. Then he says, "By 1892 my tenant "was obliged to leave the dwelling-house and "outbuildings having become too dangerous for "any man or animal to live in them." How far off is this place from where you live?—It is, I should think, 10 or 11 miles or 12 miles.

Lord *Kenyon*—continued.

49,016. Do you mean to say that you did not know what state this place was in?—I did not.

49,017. How is it you had not gone down to see it?—Because it was in the hands of John Davies, who used to come down and pay his rent every year, and never made any trouble; he never told me about the state of the house, and I did not know what state it was in till his death.

49,018. Do not you think it is a landlord's duty to know what state his estate is in?—I admit it is, but this is very high up in the mountain. The tenant never found fault, never complained, and therefore I did not think it necessary to go up there to find out the state of that house.

49,019. You did not think it necessary to pay it a visit?—No, I did not.

49,020. With regard to this mowing that you say was let off—the lower part of the mountain land—that is generally what a tenant mows in a mountain farm for his hay, such as it is?—Yes.

49,021. Just enough to keep him through the winter?—No. This is what the man kept his cattle on, because he had not the right to go on to the mountain where Phillips keeps his sheep. Phillips has the whole walk to himself. This is 15 acres separated from the mountain.

49,022. Which he lets off to the man occupying the cottage?—Which he lets off to the man occupying the cottage.

49,023. That for a mountain farmer, I think you will admit, is of considerably greater value with regard to that sheep walk than it would if it was a lowland farm. That is his hay for the winter?—That is so.

49,024. It is of more value than the sheep walk?—Exactly.

49,025. The sheep walk would not represent 2*s.* an acre?—Up there they do.

49,026. That mowing is the most valuable part of the farm?—Oh, undoubtedly it is.

49,027. This is your agreeement, I think. (*Handing agreement to the witness*)?—This is a very old one. I think so at least. I have not got many agreements, to tell you the truth.

49,028. This man Phillips took the farm in 1888?—In 1888.

49,029. Anyhow, then it is since the Ground Game Act of 1880. I do not know whether it is since the Agricultural Holdings Act. This man said in his evidence that this was a copy of his agreement. He took the farm in 1888. Do you notice this clause in it, that if the premises

Lord *Kenyon*—continued.

are sold in any year prior to the month of July the tenancy is to expire in the Michaelmas following?—These mountain farms were then in the hands of the solicitors to be sold.

49,030. Do you think that is a good clause to put into an agreement?—No, I do not think so.

49,031. Considering what is expressly said in the Agricultural Holdings Act?—I quite agree with your Lordship, that it is not a right one.

49,032. It is specially inserted in writing in this agreement?—Exactly so; it has been put in by a solicitor.

49,033. Would it not have been wiser to have prevented your solicitor from putting in what is a void clause?—Undoubtedly.

49,034. There are various other clauses here. There are some duties. The tenant has to provide fowls, geese, and eggs, and so on?—They are never enforced; they are not even in the agreement now. They are scratched out from the last agreement.

49,035. Also that the tenant shall have dogs?—Those are all gone now. You have got an ancient agreement.

49,036. Well, this is this tenant's agreement. However, I am glad to hear that you do not approve of the clause?—I do not.

Mr. *Seebohm.*

49,037. Then we understand that he went into the farm with the expectation that it might be sold?—Yes; because when he told me he was dissatisfied about this house, I offered to sell him the farm, and also to take it off his hands at once if he thought it was at any loss.

49,038. But when he entered in 1888, and took that agreement, was it with the understanding that the estate was probably to be sold in the autumn?—I could not say in the autumn, but it was then I wished to sell it, as I wish to sell those farms now.

49,039. Mr. Richard Phillips asks this question: "Did not you tell me about building an "iron house"?—We were talking over the building of that house, and he and Mr. Rees agreed that it was perfectly impossible to build an ordinary stone house, and I said to him, "If "I could only get you an iron house, and put it "up there, I would," because I wished to meet him, if he really wanted it. I asked them in London for what price an iron house could be got up there, and an iron house up there I found would cost about 200*l.*, and I said I did not think the place was worth it. So I tried to meet him in every way I could.

The witness withdrew.

Mr. ROBERT GARDINER called and examined.

Lord *Kenyon.*

49,040. You are agent to Lord Lisburne, are you not?—Yes.

49,041. You have been agent for 25 years?—Yes.

49,042. Have you a statement that you can read?—Yes, my Lord, I have a statement I can read, if your Lordship wishes it. It is a short statement, but I can enlarge as I go along. I am and have been agent for the Earl of Lisburne for over 25 years, and I might state that I was practically trained for the business of a land agent on a large estate of over 50,000*l.* rental. I went in both for the cultivation, the management, and the valuation of land, and also into the improvement of land by draining, fencing, and road making, and also the erection of buildings. I laid off all drains, did all the levelling myself, drew the plans, and made out the specifications. In 1868, when I left that estate, the tenants on the estate gave me a testimonial in the shape of a gold cup and 200*l.* to speed me on my way, when I came to assume the management of Lord Lisburne's estate. The acreage of the Crosswood estates is over 40,000 acres, and is made up as follows: arable land, about 15,600 acres; rough pasture and mountain land, mountain sheep walk, about 19,000; commons, somewhere about 2,500; and plantations about 2,900.

49,043. Of those commons he is only the lord of the manor?—Yes, and his tenants principally graze upon them. There are 132 farm holdings, 140 small holdings, 69 cottages and gardens, 24 small lettings—very small—and 44 leaseholds on the estate. Of late years there have been considerable sales, but that is the estate as it now stands and comprised in the 40,000 acres. The estate lies in the lordships or manors of Penarth, Myfenydd, Yspytty Ystwyth, Croyddin, and Blaenaeron. The Earl of Lisburne is lord of the manors or lordships of Penarth, Yspytty, and Blaenaeron. Leet courts are held by the agent in the different manors as steward of the manor. Sheep walks, when adjacent to farms, are let along with them, and valued as such. The tenants of the various farms have the exclusive right of pasturage; where they are not adjacent to the farm they are still exclusive pasturages, and the boundaries are known. The sheep belonging to the various farms are kept on these separate plots. There is no difficulty in arriving at a valuation, because they are valued just according to their acreage, and also according to the number of stock that they carry. Enclosure would be beneficial so far as it would improve the condition of sheep farming, because as it stands at present, the want of fences is found to be a very great detriment indeed. Large consolidated estates have advantages over scattered ones, and I may add that that is the reason that Lord Lisburne has been selling mostly outside and buying more in the internal part of the estate. Resident landlords are preferable to absentee ones, not but what an absentee landlord may take a great interest in his tenantry and be a very good landlord but a landlord who is resident and

Lord *Kenyon*—continued.

going over his estate knows what is going on, and naturally takes a greater interest in the welfare of his tenants. I have found that differences in language have no adverse influence on the mutual relations between landlord and tenant. The entry to farms is generally on the 29th September; they are yearly tenancies almost always. Tenants prefer yearly agreements to leases I have found, because they are not tied down to their farms in the same way as they would be by leases when bad times come round. No material difference in condition of yearly tenants and leaseholders, as far as I can see, exist to any great extent. There have been comparatively few changes on the Crosswood estate during the time that I have known it. In cases of resuming occupation for any purpose whatever, compensation or allowances are made. As to agreements, I put in a copy of the agreement in force on the estate. The penalising clauses are only to protect against bad farming and bad farmers. They are rarely if ever enforced. A copy is always given to the tenants, and the contents, when necessary, are explained. As to the rent, the average rent of upland or sheep walk is generally from 1*s.* to 1*s.* 6*d.* an acre, on the lowland it varies from 5*s.* up to 16*s.*; perhaps, in a few cases it may be a little more, but in very few—very isolated cases. Tenants are generally selected for good character, skill, and the amount of capital that they possess according to the size of the farm that they desire to take. The rents on the Crosswood estate were revised in 1874. Permanent reductions have been given since where required; each individual case has been considered on its own merits. Abatements have been given since 1885, and notice of such is always given to the tenants when the notice of the audit is sent out to them. The abatements have been these: for the half of 1885 10 per cent. was given; 1886 10 per cent.; 1887 10 per cent.; 1888 12½ per cent.; 1889 15 per cent.; the half of 1892 10 per cent.; and the whole of 1893 10 per cent. The whole of the abatements amounted to 7,127*l.* They were given indiscriminately to all the tenants; latterly not to small tenants below, say, from 8*l.* to 10*l.*, but to all above that.

Mr. *Richard Jones.*

49,044. What was that last statement of yours?—The abatements were given to all the tenants on the estate except during the last year or year and a-half, only to those tenants above 8*l.* or 10*l.*; the smaller tenants did not receive them, it was mostly the agricultural tenants.

Lord *Kenyon.*

49,044A. When are the rents collected?—The rents are collected three months after they are due. The question has been asked whether the preferential claim of the landlord is beneficial or not. I fancy it is beneficial; it allows the landlord to be more lenient with his tenantry, and perhaps to encourage a man who has not

Lord *Kenyon*—continued.

sufficient capital to take a farm that may be a little beyond his means. Tithes, land tax, chief rent (in most cases chief rent is redeemed), and rates are paid by the tenant; income-tax by the tenant in the first place, and allowed out of each half-year's rent. Rates have increased of late years to some extent, I should say nearly one-fourth, especially in parishes where they have got the school board; the sanitary rate has also tended to increase, and a little increase on the highway rate. In some parishes where there is no school board, the rates have not varied to a very great extent. The size of the farms varies from about 60 to 200 acres. No consolidation to any great extent has taken place, except in cases where the landlord being very fond of farming, thinks it is an encouragement to his tenantry to have a good deal in his own hands, and to farm it well. Subdivision near the villages would be a benefit if care were taken not to injure the large holdings that lie adjacent to villages, that is, farms that run into villages, the lower land is generally the best, and if you deprive the tenants of the low and best land, and leave them with the inferior, some injury may be done to them. Farmers have got to live by their farms, and it would almost seem as if they required the first consideration. I generally find that quite as much practical skill is displayed on small as on large farms, but the latter have the advantage in bad times; in small farms the income is really just enough to bring up a man's family, and in good times he can do that pretty easily. On small farms in ordinary years a man and his family can live in comparative comfort, but when bad times occur—and I am sorry to say they have occurred rather more frequently of late—they feel the pinch, in my opinion, more than they do on the larger farms, on larger farms, by economising to a certain extent, either in labour or otherwise, a man can meet the times, but on small farms they have scarcely got that chance. I find that in later years less land is generally broken up from pasture. There has been an increase during the last 20 years in growing root crops. The causes may be set down to low price of grain, the good price of stock, especially in the seventies and the beginning of the eighties, and the knowledge that farmers have now acquired of the value of green crops for wintering their cattle. The permanent improvements, buildings, materials for fences, drainage, gates, and embanking is done by the landlord. The tenants assist to some extent in the subdivision of farms by bearing part of the expense of subdivision banks, and opening of drains, the landlord finding the pipes. The compensation to the tenant is by agreement. There is a schedule of allowances attached to the agreement; that is principally in substitution of schedule 1 of the Agricultural Holdings Act. Very few have applied for consent to improvements under the Agricultural Holdings Act. The green crops, the manure, and the hay, is taken at a valuation; the permanent improvements are valued according to the schedule, and also any rights or liabilities. I may explain, too, that at one time in the Crosswood agreement the tenant was bound to leave all the straw for the incoming tenant at a fair price, and also to leave any manure that was not used without being paid for it. In 1872 or 1873 that was altered; they made an application that they should be allowed to sell if they could not come to terms with the incoming tenant, especially for the corn crops, and that was readily granted, because the landlord thought that the tenant was quite entitled to make the most he could. A farm was not likely to suffer, because the incoming tenant, if a good tenant, would be sure to see that he purchased sufficient for his requirements, both for the stock and for the farm, during the winter. The manure was not paid for at that time, that was rather a point of grievance, now it is all paid for by valuation by the incoming tenant. A question has been asked about the compensation for general improvements. I wish to notice one case that bears very much upon that, especially from the tenant's point of view. In 1878 the farm of Glanystwith, on the Croswood estate, was under a lease to a tenant, who found it necessary to give it up. There were eight years of the lease then to run. I advised Lord Lisburne to take it off the tenant's hand, and to relet it to a new tenant, and in the event of any increase of rent being got, to allow the incoming tenant the whole of it during the time that the lease would run. The rent of the farm was about 302*l.* The tenant had farmed it very well, and it was relet to a new and a good tenant for 345*l.* In reletting the farm I stipulated that 350*l.* should be paid down in one sum by the incoming to the outgoing tenant, and that he should hold the farm for the eight years at the old rent, and this was carried out. The 350*l.*, for which I produce the receipt, was handed over to the representative of the old tenant. In connexion with this I might mention another case that happened, to show that people sometimes will offer a large sum for their holdings. In the case of a recent sale, one man had a leasehold at a corner of the property, and he had built good business premises upon it, and made his property very valuable. When the estate was advertised for sale it was decided to put it up in one lot, but Lord Lisburne agreed to make this man an offer of his leasehold which was at one corner, if he would make an offer of a certain sum for it. He made an offer of 300*l.*, and in considering the matter I told Lord Lisburne that he had better accept it, but that the man had offered too much, and his Lordship very willingly agreed to give the property for 200*l.* and return the 100*l.* to the offerer—to the leaseholder who offered that for the freehold. There is no right recognised, generally, of the outgoing tenant—no tenant right recognised. The landlord prefers to settle; that is, the incoming tenant is not allowed to pay any sum as far as it can be helped to the outgoing tenant for any interest

Lord *Kenyon*—continued.

he may think he may have in the holding. The landlord prefers to settle with the outgoer, also with the incomer, and the landlord, or incoming tenant, has the option, generally, of purchasing the sheep upon the land at valuation in the usual way. The game is preserved, and I have not known of a great desire to adopt the Ground Game Act. Where rabbits are troublesome liberty is given to kill by ferreting. No cases of claim for damages have been brought before me that have not been settled. The tenants are not expected to beat when the landlord goes out to shoot, but I have always found that they like to turn out to meet their landlord and to show him good sport also. The law of trespass, as far as I have found it, is satisfactory. In this open country, with a good deal of mining going on, one requires to be very lenient. There is a great desire to make footpaths, near cuts to work, and so forth; but with the exception of that, there is no great hardship experienced as to trespass. Railway rates are very high and prohibitive, but the experience in this part of the country has been that the opening of it up by the railway that runs through the middle of this district has been productive of very great good indeed. Formerly tenants would require to carry lime from 15, 20, to 25 miles, and then in disposing of their produce they were dependent entirely upon the local fairs, which only took place at stated times, and if they missed selling at one fair they had generally to hold on until the next, or trust to someone coming round to buy it. The railway has changed all that, and has encouraged the formation of monthly fairs, now, if the tenant misses one fair he generally tries to manage it at the next, with only a month intervening. In the matter of insurance, I do not think that tenants insure their stock as fully as they ought to do. In the agreement you will notice that the tenant is bound to pay the premium of insurance against fire, but on the Crosswood estate the owner found that the tenants disliked this imposition, although it was only a small one, and for many years he has paid the premium himself. There have been considerable sales, especially in 1888 and 1890. A good many of the sitting tenants bought their farms; some bought at a fairly low price, others a little higher; none of them very much out of the way. The tenants, their wives, and their families, work very industriously and hard. I have generally found that a tenant who manages his farm fairly well is able to bring up his children, to give them a good education, and to start them fairly well in life. The ploughmen and boys on farms are lodged on the farm premises, general labourers in cottages, but my experience has been that the allowing of cottages to go down has not been as a matter of convenience or to save rebuilding, but because there was a great disposition on the part of the tenants five-and-twenty years ago, when I came into the country, to have the farm servants in the house. There was no great encouragement given to labourers to live

Lord *Kenyon*—continued.

upon the place. If a labourer lived on a farm he did not get constant employment, and he generally got into grief between his neighbours if he went to one farmer in preference to another. The consequence was there was no great encouragement given, by giving work all the year round and so have a regular labouring population. In this country also, when the mines were in full swing labour was pretty plentiful, especially at the time when it was wanted, such as in harvest time. The families of miners themselves generally prefer to live scattered about over the country, and they were taught to assist the farmer in his labour when they were wanted. That, I am sorry to say, has very much altered of late years; the mining interest has gone down, in fact it has almost disappeared, consequently the miners and others who did the labour have had to look elsewhere; they have gone to the south, to other places where they get constant work and good wages, and without the south to go to I do not know what would become of them. The accommodation is not so good as it ought to be in all cases, but it has been very much improved during the last 20 years. So far as I understand the servants take their meals in the kitchen, and generally sleep in the house. Formerly you used to find them, and I daresay they are found in some cases yet, to, sleep in the outhouses, such as stable lofts and what not, but that is in a great measure disappearing. The landlords are doing their utmost to improve the accommodation of the farm-houses so as to let the servants as well as the farmer and his family be properly put up. As for cottage accommodation, where there is a demand for it landlords are generally willing to provide it, but there is no inducement to provide cottages if they are allowed to fall into disuse and to get into disrepair for want of being occupied. They generally, where placed upon the farms, are held by the labourer from the farmer. The depression in this country has been more or less varied. As far as I remember, it was most acutely felt in 1885 and 1886, from that time it has been more or less intermittent. During the last two years it has been pretty acute. The causes to which I would attribute depression are bad seasons, low prices, and small demand. The bad seasons aggravate the matter in this way, that they do not allow the farmer to have sufficient to bring through his stock properly in the winter, to keep them in good condition until he can find a ready sale. He is, too often, when he is short of keep, obliged to sell at whatever he can get for them. That consequently keeps down the price. The remedy would be improved cultivation. I am afraid that in many cases there is an insufficiency of capital for the size of the farms that are taken by many of the tenants. That they strive to do well there is no doubt, but hampered as they are in that way they can neither attend to the cultivation nor the management of stock as they ought to do. A better class of stock, wherever that is looked to, always

Lord *Kenyon*—continued.

pays the farmer better. Even at the present time fairly good cattle bring a fair price, while poor cattle are almost unsaleable. It would be a great thing for the farmer if the cost of transit were cheapened, and that the local rates, which press very heavily upon the land, should be re-arranged, that is, that personal property should bear more of local taxation. The mutual relations between the landlord and the tenant during my experience has been friendly under all circumstances. There have been little disagreements and misunderstandings, nothing but what has been settled in a most amicable way, and the relations are such as ought to exist between a contented tenantry and the landlord. In good times this is always found to be so, and it is only when bad times press hard upon a man that anything is felt to be out of joint at all. A large sum has been spent on improvements on the Crosswood estate during the last 25 years. I stated in the summary 38,000*l.* had been spent in 25 years, but I find that the money had been spent on the farms that had been sold had been omitted; so that the actual expenditure on improvements during the last 25 years has been 42,760*l.* The proportion of that to the rental would be from 15 to 20 per cent. In addition to that, as I have stated, the landlord has given wood to assist in repairing fences to a very considerable extent, and has also paid the insurance and done other little things of which no account is taken. Many old families are living on the Crosswood estate. Some of them have been there from 200 years downward. Running over the list as they stand at present, I make out that the number of old families who have been for 200 years and downwards are 35; the number of farms where a son or son-in-law has succeeded to his father in the present farm is 51. The number of tenants' sons who have farms on the estate besides their fathers is 14. That is out of 138 tenancies. In speaking about the relations of landlord and tenant I may say that during the time I have been on the Crosswood estate I have never found that the fact that I could not speak Welsh was at all detrimental to me in being able to understand the wants of the tenantry. I made it a point after I was placed there not to interfere with the rents at all for five years at least, unless from circumstances over which I had no control, that is, change of tenancy, and so on. I did not go about to see how I could raise the rent. In 1874 the revaluation took place, that was when the late earl succeeded to the property. I may say that the present earl is the third earl whom I have served. There was no revaluation when the present earl succeeded, about six years ago. There has been every desire to treat the tenants with the greatest leniency. I have never in any case, I think, except in two, where it resulted from bankruptcy, resorted to distraint to recover rent. There are practically no arrears upon the estate. I may mention that the sum in arrear at present is 57*l.* The arrears when I took the management in 1868 were 1,600*l.* I have found the greatest disposition on the part of the landlord to give land for chapels at a merely nominal rate; there has been no difficulty experienced as far as I have known. The landlord has also endeavoured to assist his tenants by keeping good entire horses so as to improve the breed of horses, and in various other ways has shown that he sympathises with his tenants in all their difficulties.

Lord *Kenyon*—continued.

49,045. Is this the ordinary agreement from year to year?—Yes, except for small tenants; for small tenants there is a shorter one.

49,046. It is rather a lengthy document, is it not?—Yes, rather; it is settled by the legal profession, and we agents are bound to have from whom assistance.

49,047. I mean it is difficult for a monoglot Welshman to understand if it is not translated?—I am afraid they do not read it very often.

49,048. There is one thing here I see: "Pay "the said earl an additional rent equal to 5 per "cent. per annum for the amount of any outlay "which the said earl may incur"?—That is never exacted.

49,049. Would it not be better cut out then? Well, in dealing with trustees of settled estates at that time it was perhaps considered advisable to have it.

49,050. You say they like your scale, they use it in the second schedule?—Not to the extent I should like to see. That scale was adopted in 1872 or 1873. Before I came to this country I was always used to the system of 19 years leases, where, when a tenant took a place he was granted a 19 years lease, and at once set to work to lay out as much money on the farm as he possibly could, so that he might have as long a time as possible to recoup himself for what he had laid out. When I came here and found they were all yearly tenancies I said, "Why don't you improve and cultivate "your farms a little better?" They said, "Oh, "we are afraid that the rent may be raised; we "are afraid we shall be turned out of our farms." That was all quite new to me. I may tell you that I distinctly refused, except in a very few instances, to use a notice to quit. Then I suggested to the owner, Lord Lisburne, that he should attach a schedule of allowances so as to induce his tenants to drain and improve, and I explained to the tenants, "If you do this, this "will give you fixity of tenure, as far as my "experience of the country goes, for I do not "think there are many landlords who can afford "to encourage the tenants to lay out money and "to incur a good bill for compensation under "these clauses. If you lay out money to any "extent, then compensation will be extended "accordingly, if you are willing to take ad-"vantage of it this will cover that expenditure." To a certain extent it was worked, but not to the extent I should like to see it.

49,051. I suppose you drew this out to suit this particular part of the country?—Yes, my Lord.

Lord *Kenyon*—continued.

49,052. I see a clause here as to keeping buildings in repair; I suppose, as a matter of fact, you keep them in repair generally?—Yes, that was the custom in the country. It is recognised that where repairs are done to any extent by the farmer on his own holding he receives some compensation, but up to within a few years ago there were very few claims made under that head. It was generally found that dilapidations would cover anything that would be allowed except in very large cases.

49,053. Have you any Scotch experience?—All my previous experience was in Scotland.

49,054. In regard to this preferential claim, do not they sometimes exact beforehand rent in Scotland?—Yes, they do.

49,055. There is no preferential claim there, is there?—No, not now.

49,056. You say that in your experience of both countries the preferential claim is a good one?—I do; I think it is much better for the tenant.

49,057. You think it is much better for the tenant?—I think it meets a sentiment that they would not like to pay rent beforehand, for instance.

49,058. That is exacted in Scotland I understand, is it?—To some extent; not in all cases. It is put in the leases, but they get a certain time to pay.

49,059. It is a sort of safeguard, I suppose?—As a safeguard entirely.

Mr. *Richard Jones.*

49,060. Just following up Lord Kenyon's question with regard to preferential claim, you think it benefits the tenant?—I think so; it does not act prejudicially to him.

49,061. In your statement you said that the tenants suffer from a want of capital?—I am afraid that is so.

49,062. Do not you think that the preferential claim for rent is responsible for that state of things?—To a certain extent.

49,063. Then you will admit that practically the tenant is worse off?—No, I do not; where a tenant takes a farm I do not think if the preferential claim were done away with it would bring capital to him. If he did not possess capital the mere fact of the preferential claim not being there would not give him capital.

49,064. Of course, if times improved after he took the farm it would be all right, but when times get worse he is worse off?—There is no doubt of it.

49,065. And inasmuch as times have been bad of late he has fared worse?—There is no doubt the depression is felt in that way.

49,066. And another thing, has not the preferential claim for rent a tendency to quicken competition; we hear that higher rents are the result of competition?—To a certain extent it might; I would not like to say that it would or would not.

Mr. *Richard Jones*—continued.

49,067. When you demand a rent in advance as a rule you would have to take less rent; that would be the case?—No, not necessarily so; perhaps it would not make so much difference in practice, because after a rent is paid once it only occurs every six months.

49,068. But would not you require some sort of security if you wanted rent in advance?—No.

49,069. But you would be more particular in the selection of your tenant?—Certainly.

49,070. Well, I take it that you would be a little more discriminate about your tenant; you would not be so eager to get the highest bidder?—Oh, no, it does not follow at all; we try to be discriminating and to take the best tenant, but we do not take the highest bidder.

49,071. But you would be more careful, would you not, if it was necessary?—That is what I say, that it does to a certain extent allow a landlord to take a tenant who perhaps has not the capital that he ought to have to work the farm that he takes.

49,072. What is that?—The preferential claim of rent allows a landlord to take a man as a tenant whom he perhaps has a suspicion has not got the amount of capital to work fully the farm that he is taking; in many cases that is done, we know we have a doubt as to the man having the capability to manage, still, he is an industrious man, and if I find a man with a good pair of hands, and an industrious man, even if he is a hundred pound or two short, I would as soon give him a chance of farm, as a man who probably had a hundred pounds or two more and did not know how to use it.

49,073. Practically you are admitting what my contention has been all along?—I fail to see it.

49,074. You say that you would be more particular; at least, you would be less discriminating when the preferential claim does exist?—Precisely; I say it does allow the landlord to run a little risk, that results, I take it, to the tenant's advantage.

49,075. At any rate it has worked badly in the tenants' interest?—There is a doubt.

49,076. I will ask you a question, you can do as you like whether you reply to it or not. Probably you read the evidence of Mr. Brigstocke?—Yes, I believe I did.

49,077. Did you remember that he made a statement to this effect, that he condemned the practice of landlords paying their agents by commission?—Yes, I saw that; I do condemn it too, I quite agree with him.

49,078. So we may take it that you are not paid by commission?—I am not.

49,079. It may disabuse the minds of certain tenants who may think that you are?—Yes.

49,080. Which do you think, in the interest of agriculture generally, *is* the best, a Michaelmas or a Lady Day entry?—I believe at Michaelmas, there are fewer complications at Michaelmas, there are almost no tillages, and as there is no wheat-growing to any great extent the crops are severed from the ground, th e outgoing tenant

Mr. *Richard Jones*—continued.

can sell the crop, and the incoming tenant takes the hay at valuation. The green crops are taken at valuation, at least, the swedes, the turnips, and he gets time to remove his potatoes.

49,081. That is to say, if you bind the outgoing tenant to sell his crops at valuation, of course?—We do not bind the incoming tenant to buy them, so that the outgoing tenant is bound to get rid of them in some way.

49,082. Does it occur that the crops on a farm are consumed on the premises?—It might.

49,083. Well, that would not be good in the interests of agriculture, would it?—I generally find a good tenant takes care that he buys sufficient to carry him through the winter. That again, perhaps, may be easier upon an incoming tenant. I found in this country the system of valuations was carried to a most iniquitous extent, the outgoing tenant tried to get more than the value, and the incoming tenant generally offered less. That was why I advised the owner if he could not agree privately with the incoming tenant to allow the outgoing tenant to sell openly, and make what he could. Valuations were abused to a very great extent to my personal knowledge.

49,084. Of course, under the Lady Day entry there would not be so much valuation, that is, of hay and straw; it would be consumed very much on the premises?—No, but the tenant gets in at the Michaelmas entry at a better time for carrying on his work.

Mr. *Griffiths.*

49,085. I am sorry I was not here to hear the whole of your evidence, but I notice that in 1874 this estate was revalued?—Yes.

49,086. By whom was it valued?—By myself.

49,087. You are a professional valuer as well, I suppose?—I have always thought I was. I find that sometimes I cannot agree with others; they do not perhaps consider me so. The estate where I was trained was a large mineral and agricultural estate, and I had all the valuations, and also all the valuations as between the mineral and the agricultural tenants for damages, which gave me a considerable amount of experience.

49,088. We have repeatedly had the opinion of tenants that they would like to have a voice in the valuation; what do you say to that?—Oh, I generally do it, and talk the matter over with them.

49,089. It has been urged that the tenant should name a man to value on his behalf, and the landlord likewise name a man; what do you say to that?—It might work; you would require a referee then in some cases.

49,090. Very possibly, but do not you think you would get at a fair rent in that way?—In many cases there would be no difficulty in coming to an arrangement; but in some cases I have said to the tenant, "You come along with me; you say this farm is too high; "put your own value upon the different fields

Mr. *Griffiths*—continued.

"as we go along"; and the tenant has come along with me, and put his value, and after we have got over the whole of the farm, and sat down to compute the rent, he has found that he offered more than I have been asking.

49,091. You generally find no difficulty?—No difficulty whatever.

49,092. With regard to abatements, do you make any abatements in rents?—Yes; abatements have been given in 1885, 1886, 1887, 1888, 1889, and the half of 1892, and the whole of 1893.

49,093. Do you consider the present state of agriculture most depressed?—There is no doubt of it. We are living in the hope that it may improve. If it does not improve, if it holds on the same as it has done the last two years without any improvement, it will require a great deal of consideration between landlord and tenant.

49,094. What abatement did you make the last two years?—Ten per cent. I will read over the list.

49,095. No; you need not trouble to do that. Do you consider that sufficient to meet the present depression?—Well, it is a difficult question. It is more a mark of sympathy that the landlord makes, until he sees how the times are going to run.

49,096. Do you think that tenants can go on on these estates at that rate of abatement if times continue as they are now?—Yes, I believe so.

49,097. We had in the other court to-day a complaint that out of 25 cottages under Lord Lisburne there are now only five, the others having gone down?—I explained that. That principally arises from the failure in the mining districts.

49,098. Tenants cease to live there?—Yes, and there are many cottages now standing empty round about Crosswood. It is essentially a mining district, and, with the failure of the mining industry, the labour decreased, and there was no demand for cottages.

49,099. Have you built any new cottages since?—Yes, several, especially about the home farm, where considerable labour is employed. Lord Lisburne farms over 1,000 acres, and he employs a considerable amount of labour; in fact, were it not for that, very little labour would be employed in the parish at all.

49,100. Do you consider that it is well, in the interest of the landlord, and of the tenant, and of the labourer, that the labourer should keep a cow or two?—Oh, certainly.

49,101. You have had a great deal of that sort of experience in Scotland, have you not?—Yes, considerable.

49,102. Most of the labourers there keep cows?—It has been more so within the last 25 years than it was previously, but most of the labourers had that accommodation.

49,103. Is it general in this country?—Well, it is becoming more so, and the demand for allotments is increasing. In the case of Lord

Mr. *Griffiths*—continued.

Lisburne all his labourers on his home farm have grass for a cow.

49,104. Do you think it would tend to keep the labourers on the land instead of running into the towns?—I do not say that it would do that; but it would make those labourers who liked to remain in the country more comfortable. It would improve their condition.

49,105. Are these cottages let by the landlord or by the tenant?—Generally by the tenant.

Mr. *Grove.*

49,106. Have you had many claims for damages by game?—No.

49,107. I think you said there was no desire on the part of the tenants to adopt the Ground Game Act. Was that your view?—Several of them do exercise the right to kill, especially where rabbits are troublesome. All round about the preserves they are generally protected from damage by, as far as possible, erecting wire fences—wire netting.

49,108. We have heard of cases, I do not say it is so on your estate, but on others, where the tenants do not avail themselves of the Act for fear that they should offend their landlord or agent. Is that so in your case, do you think?—I do not know. I do not think a great number of tenants avail themselves of it. I think they are very desirous to please their landlord, to show him good sport; I do not think they are very much afraid of the agent.

49,109. Then as to railway rates, do you complain of the local railway rates being high?—Very much; on the other hand, the advantage of having a railway is almost incalculable.

49,110. But are they above the legal maximum that the railway companies can charge?—I believe they are.

49,111. I suppose you know that the Board of Trade have published a small book at 1*s.*, which gives all the particulars of what the railway companies can charge for everything. The whole thing is contained in that?—I am not aware of that, but it is almost hopeless to attempt to tackle a railway company.

49,112. I think we shall bring them round gradually. Then you said a short time ago there were a good many farms put up for sale? Yes.

49,113. And that several of what I suppose we may call the sitting tenants bought them?—Yes.

49,114. Do you think they bought them with money they had saved from farming, or did they borrow money on purpose to buy them?—I suspect a good many had to borrow a considerable part of the purchase money; they have told me so.

49,115. And you think that at the present moment, at any rate, the depression is so great that it is just as much as they can do to go on, I suppose?—I believe so.

Mr. *Grove*—continued.

49,116. When you have agreements like this do you give a copy to each tenant when he comes to sign it?—Yes.

49,117. Free of cost?—They pay the stamp; no other charge.

Mr. *Seebohm.*

49,118. May I ask whether on your estate the custom prevails of letting farms go on from father to son for many generations?—Oh, yes.

49,119. Would a large number of your tenants be in that position?—Well, there are about 35 whose families have been on the estate for about 200 years.

49,120. And you are very anxious to continue that?—Very anxious. I find the old tenants quite as good as we can get.

49,121. If a son wishes to succeed to his father's tenancy you would strain a point rather to keep him on?—Yes.

49,122. Then I would ask you, in connexion with that, is not that an instance where you find the preferential claim the most valuable?—Yes, no doubt of it.

49,123. It is not so much when you are dealing with freshcomers, but it is when you want to protect yourself in order to enable a young fellow following his father to work his way up on the same holding?—Yes, that is so.

49,124. I did not quite understand the case you mentioned of the compensation you gave to a leaseholder when the property was sold—a leaseholder who had built good business premises upon the farm?—That was at one corner, and this estate was to be put up in one lot. This man had built a dwelling-house, a shop, and outpremises, and made it very valuable.

49,125. With your written consent?—Oh, yes, he had a lease. He was told that if he would make a fair offer this would be cut off from the property that was for sale, so that he might acquire the freehold of his place where he had built his house. He offered 300*l.*, and, on consideration, I advised his Lordship that the tenant had offered too much, and he returned 100*l.* and the tenant had the place for 200*l.*

49,126. Do you think that in the matter of these sales there are generally cases of difficulty, and of almost injustice, almost necessarily—people who have moral rights, but not legal rights?—It might be. To a certain case I daresay that does exist.

49,127. Do you think that any extension of the Agricultural Holdings Act would meet that case?—I think if the Agricultural Holdings Act were better understood and more adopted it would meet all purposes.

49,128. But in case, for instance, where a man has put up a building on his farm, and the landlord has given him the timber for doing it, of course both parties in that case look forward to a continued tenancy, and if the tenancy is suddenly ended before the tenant has reaped the advantage for any long period, do you not think the law ought to give some sort of compensation?—Certainly.

Mr. *Seebohm*—continued.

49,129. But under the present Schedule I. it does not?—No, it does not.

Professor *Rhŷs.*

49,130. I am sorry I have not heard all your evidence, but you said just now that you experienced no difficulty in regard to language?—No, I do not think I have.

49,131. Do you think that is a sufficient assurance that some of the tenants do not feel a difficulty?—I cannot say. Possibly they may.

49,132. You see there are two sides to that question, are there not?—But I stand in this position, that after 25 years experience I can almost detect the feelings of the tenant myself. I do not trust entirely to an interpreter.

See 48,648–9. 49,133. Did you hear a tenant farmer who was examined here this morning who overheard a conversation between a monoglot Welsh farmer and his agent; the agent said one thing, a woodman, who acted as intermediary, said something else to the landlord, and he translated differently again the tenant's reply?—Yes, I heard him say so.

49,134. We have no reason to doubt the truth of that?—I have only to remark that the agent was not very sharp if he could not detect it. It might be practised.

49,135. But it is conceivable that agents might not all be very sharp. I mean it is a thing that is very possible, is it not?—I think if they have their hearts in their work they generally lay themselves out to understand the wants and requirements of those with whom they have to deal.

49,136. We have heard it suggested many times that some of the tenants are not very sharp?—They are very fair.

49,137. I do not think that quite covers the possibility of there being a hardship on account of the language?—No, I do not think so. Of course you must take care that you have got a proper interpreter. I do not think that any man, unless he was a very great rogue, would try to interpret wrongly. I do not see what interest he would have.

49,138. Well, I should not like to be very much in the hands of any interpreter, I must say. Now, this is a very formidable agreement in point of length and so on. Is this explained to the tenants in Welsh; those who cannot read English?—Oh, yes, all the necessary parts.

49,139. I am not quite sure that I follow you there, because I cannot at a glance see what is necessary and what is not?—I will give you one instance. After I assumed the management of the estates I wanted to send out a notice to the tenantry and I thought the better way would be to have it written out properly in Welsh and send it out. I had that done. I had it put in proper form in Aberystwyth—put in very good Welsh—and it was sent out. Several of the tenants came to me to have this document explained and I was positively told that if I had sent it out in English they would have gone to parties who would have explained it to them, and it would have been much better than sending it out in Welsh. I never tried to send out anything in Welsh afterwards.

Professor *Rhŷs*—continued.

49,140. Well, there is a good deal of explaining required in the case of a legal document?—That was not a legal document; it was a simple notice. I believe the difficulty might arise in this way, that it was not put in colloquial Welsh, which the people generally spoke.

49,141. There is the difficulty of an interpreter again?—Yes.

49,142. Then you say the tenants are not afraid of you. Are you quite sure of that?—I have a strong suspicion that I am.

49,143. What applications have you had for compensation for damage done by game?—I do not recollect any in particular.

49,144. You never have any scarcely?—Scarcely any.

49,145. Do you ever have to allow any?—Yes, to a certain extent.

49,146. I heard this morning, if I am not mistaken, a tenant from your estate, or one who had been on the estate, I forget which, saying that it is the impression of a good many of the tenants that they dare not avail themselves of the Ground Game Act?—It might be so, it is not from any experience that they have had.

49,147. I think it has been said here this morning, if I am not mistaken, that such is very much the impression of many of them?—I have not heard a desire generally expressed by the tenants to exercise the right.

49,148. But I think we heard complaints of the game being very heavy on some parts of the estate. With regard to compensation on leaving, have you ever had cases of tenants leaving?—Not where there was any difficulty. I explained that with regard to the haulage of materials until late years it was not considered necessary that that should be allowed. The application was generally not made, but great care was taken not to be oppressive to the tenant, and he was let off for any dilapidations which might have covered that.

49,149. But with regard to claims from the tenants, have you had any difficulty with them?—None whatever, I have had no disagreement with the tenants neither in cases of leaving or otherwise.

See 47,679–47,715. 49,150. But how do you get over the difficulty, I do not quite understand. A man told us yesterday that he applied for compensation for unexhausted improvements of some kind, improvements to buildings; I think the sum was 50*l.*, he said he never got a reply from his landlord nor from his agent, no kind of reply. I do not know whether you have been asked about this while I have been away?—No, I wish to answer it now. I heard of it only to-day and I wish to reply to it presently.

49,151. He said he wrote to the landlord, and that there was no kind of reply, and he came to speak to you. If I am not mistaken he said you went on talking to somebody else?—Will you kindly refer me to the note?

49,152. I am not sure of the particulars, but it will appear in the shorthand note of the

Professor *Rhŷs*—continued.

evidence?—I should like to hear his evidence read.

49,153. Yes, it is better that we should have the exact words—

The shorthand writer read the following extract from Mr. Evan Evans' evidence, at Aberaeron:—

"Lord *Kenyon*:—(*Q.*) Have you put in a claim to Lord Lisburne? (*A.*) Yes.—(*Q.*) What answer did you get? (*A.*) I did not have any answer.—(*Q.*) Did you go to see Lord Lisburne or his agent? (*A.*) The agent.—(*Q.*) Did you get any answer out of the agent? (*A.*) No.—Mr. *Seebohm*:—(*Q.*) Had you to leave the farm? (*A.*) Yes.—(*Q.*) You think it hard that you received no compensation for the haulage, inasmuch as you had no enjoyment of it? (*A.*) Yes. I was there two years afterwards.—Professor *Rhŷs*:—Do I understand you to say that they never gave you a reply at all? (*A.*) Yes, no answer.—(*Q.*) When you asked for compensation they gave you no answer by letter or by word of mouth? (*A.*) I was there with him myself.—(*Q.*) What did he say to you then? (*A.*) He said nothing.—(*Q.*) Did you speak on the subject? (*A.*) Yes, I asked him.—(*Q.*) You asked him then about that particular matter? (*A.*) Yes.—(*Q.*) What did he say? (*A.*) He said nothing. He was going on with other talk.—(*Q.*) He never paid any attention to you at all? (*A.*) No, not at all.—(*Q.*) Neither he nor the landlord? (*A.*) No.—(*Q.*) Is that the way the tenants are treated on that estate usually, do you know? (*A.*) I cannot say as to that.—(*Q.*) Have you heard how other tenants are treated? (*A.*) No, but they are all under the six months' notice."

My recollection of that is this. I might premise by saying that I take particular care always to treat tenants with civility, and to be courteous to them. I think that will be borne out all the time I have been on this property. This tenant was, or rather his father and mother were, tenants of the farm of Fronddu, which adjoins Pantygwiail, and both farms were put up for sale. They spoke to me about buying their farm, and I strongly advised them to do so, but the neighbouring farm of Pantygwiail was also for sale, and those two farms were the only two that were for sale in that locality. On this farm of Fronddu a cow-house had been erected. No claim for haulage of materials that I recollect was ever put in, but when the sale took place they bought the neighbouring farm of Pantygwiail, and another neighbour bought their farm of Fronddu, and in discussing the matter, so far as I remember, there were very considerable dilapidations and other things to be considered, and I think I put it in this way, "We will say "nothing about one thing or the other; you "have bought the neighbouring farm; you "have not been put to great inconvenience, "and the thing will stand as it is," that is that no claim would be made to them. So far as the amount of the claim goes, it was comparatively trivial. There was only a cow-house erected, which was one of considerable length, but the cartage was no great matter at all. I cannot recall to mind his writing any letter. I have met them several times, and I went there and saw them. I do not recollect his coming to me, but I can say this, that if he did come, he was received with every civility, and I listened to what he had to say.

49,154. I do not wish to enter into the question of the amount of the claim, or anything of that sort, but what struck me as very remarkable was the manner in which he was treated. This is what he stated, that he had gone to see you, or see the agent, whoever it was?—If he came to see me the matter was properly discussed with him, for I make a point of taking care of that. I do not think any charge of that sort could be substantiated against me.

49,155. Either he is telling an untruth or else there again arises the difficulty of language, which difficulty you said really does not exist?—There was no difficulty of language there. The best feeling has always existed. His brother got another farm down close to Cilcennin.

49,156. I say nothing about the good feeling?—If I recollect rightly, he is perfectly able to converse in English.

49,157. I am not so sure of that?—I may be wrong, but I think, if I recollect the case, that it is so. His brother can speak English very well.

49,158. He may be here now, or someone representing him. I do not know. But there is room for suspicion that there is some difficulty with regard to the language, after all?—No; I recollect the circumstances of the case quite well, and I also recollect that we did not go into the matter of dilapidations or anything connected with fences or the old buildings not being repaired. As he bought the neighbouring farm, and had not to remove or to be put to great inconvenience, the thing went no further.

49,159. I cannot deal with that now, but you see you did not enter into this question. Perhaps he could not get you to enter upon that?—Oh, yes.

49,160. I am only suggesting the possibility—on account of the difficulty with regard to language, for one thing?—Then I distinctly deny his allegation that I did not enter into the matter, but talked about something else.

49,161. I cannot say anything further, of course?—It is very easy for a man to come forward and make a statement, a statement may be made about anyone, but it is a different thing for him to substantiate it.

49,162. I quite admit that—I will not doubt your word. Do you not think there is a possibility of some of the tenants being afraid of coming forward now and again. This morning a witness referred here to a little incident about a wretched rabbit, and he said that the

Professor *Rhŷs*—continued.

noble Earl swore at him and cursed him, I think he said. One can understand that a voluble outpour of that sort in a language which a man scarcely understands may produce some effect on a nervous constitution?—Yes, quite so.

49,163. That was stated this morning by David Morgan, I think that was his name?—Yes, I heard the evidence, and I also heard the question asked him, "Were you considered to be a poacher," and the reply was that he had not been found out. *See* 48,556

49,164. I took that answer for what it was worth; but I do not think it enough to throw complete doubt upon the other statement. I do not think that particular man was likely to be over nervous, but it seems to me that in other cases it might be so?—I think not. He is not a tenant of Lord Lisburne's.

49,165. No, but I do not quite see that that touches the matter. He shot over some of his land, I believe?—Yes.

Mr. *Richard Jones.*

49,166. You say that the rents of this estate were raised in the year 1874?—Yes.

49,167. You will admit that what was a fair rent in 1874 would not be a fair rent in 1894?—Most certainly, but in fixing rents I may explain that an endeavour has always been made to so fix rents that while a tenant can gain something in good years he has a margin left him in bad ones. A rent ought never to be put upon the full value when things are a little exaggerated, as they were at that time.

49,168. But do you not think that it would be more equitable to the landlord and to the tenant if rents were revised more frequently?—Yes, very likely. No doubt it would.

49,169. So that there is no justification for keeping the rents at 1874 value?—Not if the depression continued.

49,170. You say that permanent reductions are given where required. Is it for the want of asking that tenants do not get their rents reduced?—No.

49,171. Well, what does it mean?—When anyone makes a complaint the case is gone into. There are various circumstances that necessitate a reduction in some cases; for instance, a corn farm has suffered most. There is one farm which I think was rented at 400*l.* and it is now rented at 300*l.*; there was to be an increase to 350*l.*, but that has never been exacted.

49,172. On whose initiative are the permanent abatements made?—Generally on that of the agent.

49,173. As to the time and also the amount?—Yes, and considering the peculiar circumstances of the farm.

49,174. Do you admit what Mr. Brigstocke said, that the price of stock and produce has fallen 25 per cent. in the last 15 years?—It depends upon the year that he takes. Last year certainly the depreciation was very great, but it all depended upon the condition and sort of cattle—whether they were good or bad. There

Mr. *Richard Jones*—continued.

was a very great depreciation in bad cattle, not so much in good cattle.

49,175. But you strike an average?—It is very hard to do so.

49,176. You will admit the depreciation is more than 10 per cent.?—Certainly, but on certain farms it would differ.

49,177. Would you say it was 20 per cent.?—In some cases.

49,178. You say that you make the abatements without any distinction of farms?—Yes.

49,179. So that on your own showing in some places you should have given more than 10 per cent.?—Yes, on some.

49,180. That is if there is a fall in the value of stock and produce of 20 per cent.?—Those that have come for reductions have participated also in the abatements.

Mr. *Griffiths.*

49,181. Is it customary on Lord Lisburne's estate for the tenants to do the hauling?—Yes, it always has been. There is no interest charged on the outlay, and the tenant does that part as a contribution to help the landlords.

49,182. Do you not think it is full time that tenants should be paid for the hauling?—Supposing that the landlord were to charge interest, the tenant should certainly be paid, but as he charges no interest, it induces the landlord to spend more in permanent improvements to help the tenant.

49,183. Quite so; but, supposing the tenant does the haulage on a large farm, and leaves it after two years, he cannot be compensated in any way?—Certainly, he ought to be paid.

49,184. Do you generally make an allowance?—Yes, there ought to be a scale of allowances under that head.

49,185. You always pay the tenant compensation?—Generally; that is arranged now. Of late years that has been more looked to.

Lord *Kenyon.*

49,186. I have a question to ask, handed up by Mr. Vincent: "Do you believe that any "agent, except here and there, a rent collector "is paid by commission?—No, I think not.

49,187. It is not the usual way?—No, I think not.

49,188. Is there anything more you wish to rebut?—There was one piece of evidence that was given at Tregaron by John Williams, in regard to the farm of Tygwyn. The statement he made was that he was entitled to a moiety of the farm of Tygwyn, and that two of the fields belonging to that farm, but separated from it, belonged entirely to him; but that for a number of years Lord Lisburne had claimed the moiety of these fields also. I never heard of this before, and I have met Mr. Williams often. Lord Lisburne was entitled to the moiety of the whole holding—not only of the farm proper, but also of these two fields. It is a question of title, and I never heard it put forward in that way. Then he said that in 1888 his brother *See* 46,993–9.

Lord *Kenyon*—continued.

and he went to shoot over Tygwyn. This farm of Tygwyn, I may explain, lies right in the middle of Lord Lisburne's land, where there is very good shooting. In 1888, he said that he and his brother went there to shoot, and he was told that they were not to do it, and that the tenant had assigned his right to the game to Lord Lisburne. That was a fact, but it was not after John Williams had been over shooting, because the suspicion was that he came over to shoot so as to annoy and to induce Lord Lisburne to buy his moiety. The grant to Lord Lisburne was made, not in 1888, when he and his brother went over the farm, but in 1886, two years previously. He also stated that Lord Lisburne charged 6*l.* more than he did or his father did for their moiety. That was a fact, but after the tenant granted the right to Lord Lisburne, because he did not wish to be interfered with in his shooting, he knocked the 6*l.* off the rent, and made the rent the same as what was charged by them. Then he also stated that he had offered 1,100*l.* to Lord Lisburne for his moiety, or that Lord Lisburne should pay him 1,100*l.* That offer was made recently, and if he had asked a little less than that, possibly some terms might have been arranged.

49,189. Is there anything more you wish to say?—There is one tenant who gave evidence, I *See* 48,423. believe, this morning, Jenkins; I should, if your Lordship pleases, like to hear his evidence; I was not in Court when it was given. He was an old tenant on the Crosswood Estate; he got notice to quit, and I may say that it was in connexion with killing hares at that time.

49,190. So far as I remember his statement was that his son had been caught poaching. Is that the witness you refer to?—Yes. It was

Lord *Kenyon*—continued.

considered a bad case at the time. It is long ago. Although he was a very good tenant, Lord Lisburne decided to part with him, because he was right in the middle of his preserve lands. That was before the Ground Game Act was passed. I was sorry for the man at the time, but it was a case in which the landlord had to make a little example.

49,191. I think the case I had in my mind was a different one?—There was another case brought before you yesterday, of the Rev. David Davies, Hafodhir. I think he stated that in 1868 he got notice for voting against his landlord's wish, and that the agent, in giving him notice, told him so. That case was clear. He did not get notice because he voted against the Conservative candidate, but when the Earl of Lisburne went round the farms to his farmers asking for votes, he said "We will not press you "to give your vote," but he promised he would remain quiet and not take any active interest against them. It was a nephew of Lord Lisburne's who was the candidate. Mr. Davies broke his promise, and made himself very active in opposition. I called upon him afterwards and told him that the landlord was sorry to do it, but that he (Mr. Davies) had distinctly told him what was not true and had broken his promise, and he, the landlord, wished to make a change. Things were done then that would not be done now. *See* 47,719–47,735.

Mr. *Grove.*

49,192. I suppose that if a notice is given soon after the voting, a tenant is apt to connect the two together, is he not?—Yes, rather; but there is nothing of that sort now.

The witness withdrew.

Adjourned.

The Town Hall, Aberystwith, Cardiganshire, Saturday, 28th April 1894.

Second Court.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART., in the Chair.

Mr. JOHN MORGAN GRIFFITHS. | Mr. EDWIN GROVE.

Mr. STEPHEN DAVIES called and examined through an interpreter.

Sir *John Llewelyn.*

49,193. Does this statement contain your evidence, and is it correct?—Yes, that is my evidence. I will make such corrections as I wish to make as the evidence is read.

49,194. Where is it you live, Mr. Davies?—At Draenllwyn, about eight miles south of Aberystwyth.

49,195. In what parish is it?—In the parish of Llangwyryfon.

The statement of the witness was then read as follows:—The evidence of Stephen Davies, Draenllwyn, Llangwyryfon.

I am a farmer and now live at Draenllwyn, which belongs to me.

I was brought up with my father and mother at Llwynfynwent, on the Castle Hill estate. My father died when I was about seven or eight years old, and my mother kept on the farm. She held it under an agreement like the one I now produce. She died in August 1879, having made a will giving everything to me and my three brothers, and appointing us co-executors. I desire to keep the agreement private, but will hand it in for the private perusal of the Commission.

Sir *John Llewelyn.*

We will consider whether we ought to keep it private or not. If you desire to keep it private, it will not be handed in except for the private information of the Commissioners. (*The agreement was handed in.*)

(*Statement continued.*)

We applied to the landlord to let us continue on as tenants, and he refused to take more than two of us. My brother John and myself had therefore to go out. The clause beginning 'The tenants on quitting was acted upon.'"——

Mr. *H. L. Stephen.* May I suggest that if the agreement is referred to in this way, I ought to see it?

Sir *John Llewelyn.*

It is only handed to us for our private inspection.

Mr. *H. L. Stephen.* The witness is just beginning to refer to it.

Sir *John Llewelyn.*

Let me see the clause, and I will decide whether I ought to admit it or not. (*Agreement handed to Sir John Llewelyn.*) He is speaking of things of his own knowledge?

Mr. *H. L. Stephen.* I am not in a position to understand what the clause is yet.

Sir *John Llewelyn.*

So far as we have gone at present it is perfectly intelligible and perfectly reasonable. The landlord finds that four men are coming into the occupation of a farm, and he says that he will accept two and not more than two. That is a reasonable thing; there is nothing at all harsh in that. "In case either party shall "neglect to appoint an arbitrator," that is very reasonable so far as that goes. I see nothing harsh in that so far. We will look over the agreement and read the clause ourselves. I think the statement may be proceeded with. I see nothing at all unreasonable in the clause that he refers to here.

(*Statement continued.*)

The clause beginning "the tenants on quitting" was acted upon, and we had to accept two-thirds of the value of our shares of the crops. My brothers William and Evan carried on the farm as tenants up to November, 1892——

49,196. That is, from 1876 to 1892?—Yes.

Then William left and this clause was acted upon again in his case. I should also like to call attention to the following clauses in the agreement.

Mr. *H. L. Stephen.* There again he refers to the agreement, and I object to it.

Sir *John Llewelyn.*

I think it is perfectly right; there is nothing objectionable in this evidence; it is of his own knowledge.

Mr. *H. L. Stephen.* He refers to the agreement, too, there, and surely if he refers to the agreement we ought to have the best evidence possible. He is referring to things which you and he know of, and which I, for example, as one of the public, do not know of, and it is unfair.

Sir *John Llewelyn.*

I shall rule the evidence to be admissible. What objection can there be to putting this in? I do not see anything objectionable in the least.

49,197. Have you any objection still to giving the names?—I received the agreement on those terms, and I am afraid, because the landlord is present, or was present.

(*Statement continued.*)

First, as to duties; secondly, as to reserving the game; thirdly, as to repairs; fourthly, as to dogs; and fifthly, the last clause, excluding the Agricultural Holdings Act.

Sir *John Llewelyn.*

49,197A. Wait a moment; now he is referring to all the clauses in the agreement which he puts in.

Mr. *H. L. Stephen.* Of course I shall have to ask what the clauses are, Sir John, if I do not see it.

Sir *John Llewelyn.*

49,198. There is nothing unreasonable in that clause; it reserves the game, but that is extremely common; it is usual, I may say. Then with regard to the fourth, it is very common to keep one dog, I think. I have it in all my agreements. This is peculiar, the tenant not to keep more than one dog.

49,198A. Those clauses you consider onerous, do you?—Yes.

During the years William and Evan carried on the farm the following outbuildings were erected, stable, barn, cow-house, chaff-house, cattle-shed, and pigstyes, most of them only about two years before William left.

49,199. When did William leave?—In the autumn of 1892.

They did all the carrying timber from Aberystwyth, eight miles; lime and slates from

Sir *John Llewelyn*—continued.

Llanilar, five miles of very hilly country. William had no compensation whatever when he left.

49,200. Is that all you have to say with regard to that particular case?—That is all I say now.

Rents in our neighbourhood are much too high. They are now on an average higher than they were from 15 to 25 years ago, but farm produce is worth 40 to 50 per cent. less. I can give the following instances of advances:—Rhandir-isa, 6*l.* in 1872; Tynewydd, 6*l.* in 1872; Gwarcaeau, 5*l.* about 1868, and 2*l.* about 1874; Trefaes Isa, 13*l.* 10*s.*; Trefaes Uchaf, 15*l.*

Trefaes Isa and Trefaes Uchaf belonged to the Nanteos estate, but were sold in 1874 to Mr. Loxdale, who at once raised the rents, promising new buildings.

Mr. *H. L. Stephen.* This is getting into hearsay evidence now, Sir John.

Sir *John Llewelyn.*

49,201. You say, "Trefaes Isa and Trefaes "Uchaf belonged to the Nanteos estate, but "were sold in 1874 to Mr. Loxdale, who at once "raised the rents, promising new buildings." Do you know that of your own knowledge?—Yes.

(*Statement continued.*)

But the buildings were not made till 1880–82. Many farmers keep their sons and daughters working on their farms without giving them any wages, and still find it difficult to meet their rents. Labour is much dearer than it used to be. Farm labourers have in large numbers removed to South Wales and other places. One reason for this is, that labourers' cottages have been allowed to fall down. I can give a list of 45 such cottages which have fallen to the ground during the last 40 years.

There are in our neighbourhood many freeholders heavily mortgaged, and it would be a great boon to many if they could borrow money repayable by a fixed annual sum at a low rate of interest. One other mischief is that several small holdings have been thrown together to make one big holding. I can give several instances.

49,202. Upon this I would ask you, who is the tenant at Draenllwyn now?—I am both the tenant and the owner.

49,203. You bought it?—My uncle bought it.

49,204. Then what was this farm in which your brother was, which he gave up in 1892?—Llwynfynwent.

49,205. Who is the tenant of Llwynfynwent now?—Evan Davies, my brother.

49,206. William Davies left in 1892?—Yes.

Sir *John Llewelyn*—continued.

49,207. I do not understand your grievance, then, if your brother is still in the farm. Is it that William did not get his share?—These are the two complaints: that when I and my brother John left and got our shares (about 12 years ago) we had to leave one-third of the whole crop behind unpaid for according to the agreement. Then when my brother William left about two years ago, he had to leave one-third behind for nothing as before mentioned. That almost all the outbuildings were built only about two years before my brother William had to leave. No compensation was allowed him for all the haulage.

49,208. When were the stable, barn, cow-house, chaff-house, cow-house, cattle-shed, and pigstyes built?—The stable, the cow-house, the pigstyes, and part of the barn, were put up about two years, perhaps, before my brother left. The cattle shed had been made about 15 years before that, I should say.

49,209. Who paid for them?—The landlord paid for all the materials and the tenant did all the haulage.

49,210. The agreement says that the tenant is to keep the dwelling-house and the outbuildings in good and tenantable repair?—Yes, that is so, and in that respect the landlord is better than his agreement, and if he happened to be a bad landlord he would not have given us that.

49,211. But the tenant did the haulage?—Yes, my brothers did.

49,212. The haulage of the timber?—Yes.

49,213. And the slates?—Yes.

49,214. And the lime?—Yes, and the stones from the quarry.

49,215. Is not that usual?—Yes, it is usual that the tenant should haul.

49,216. I fail to see the grievance, when the brother is still in the farm. Your brother, Mr. Evan Davies, is still in possession of the farm?—Yes.

See evidence of next witness.

Mr. *Griffiths.*

49,217. Did your brother leave this farm after he had done all the hauling upon it?—Was he obliged to leave, do you mean?

49,218. Yes?—He was obliged to go, but it was not so much the landlord who was driving him away as it was between the agent and the other brother—that was not Mr. Roberts. He received several letters saying that he must leave, otherwise his brother and he, namely, the agent, Mr. Roberts, would make him leave.

49,219. Did he claim any compensation for what he had done?—They tried to get the other brother to do so, but he showed the agreement, which showed that he had no right to any.

49,220. Is it not customary, if a tenant leaves a place a year or two after he has done all the hauling that he should be allowed for the hauling done?—No, it is not so in my neighbourhood.

49,221. Do you not think there should be a clause in the agreement to that effect?—I think there ought to be. It is a great expense that was

Mr. *Griffiths*—continued.

incurred by the tenant in haulage, as well as the other expense in keeping cattle, horses, men, and so on.

49,222. Have you any idea what the cost was?—No, I have not thought of that, but they had the horses, and the horses would be employed in doing other work if they had not been hauling.

49,223. Of course they would, and they are worth so much per day. It is the custom in our country, too, but I think it is but fair that the tenants should be paid for what hauling they do. Then the brothers disagreed as to which of them was to be in this farm; is that the case?—Yes, they could not agree. Each of them wanted to be there. There was something in my mother's will to the effect that he who remained single should occupy the farm, but of course the landlord could put anyone he liked there.

49,224. With regard to the provision that you have two-thirds of the value of the crops, that is rather a new condition. We have seen that in the case of hay, but we have never seen an agreement of this kind before, that the tenant should have only two-thirds of the grain, hay and turnips. It seems very unreasonable?—I received great loss from that clause.

49,225. You were to leave the corn?—Yes, the corn, the hay and the swedes. I had to leave one-third of the crop behind for nothing.

49,226. What were the terms upon which your brother entered this farm?—My father was there from the time he was quite a young man. The family has been there from 60 to 70 years.

49,227. Why do you object to farms being consolidated?—One reason is this, I fail to see that the land produces as much after it has been consolidated as it was when it was half.

49,228. Do you think that the small farmers farm better than the large ones?—Yes; I know of several farms in my neighbourhood where there is not half as much produced now, when the farm is a large one, as when there were two farms. Another reason is that a smaller population is being supported on the land.

49,229. Are there many people about that have no farms now?—A farm became vacant a few weeks ago and there were 12 applicants. I know of five or six who applied for it. There is a scarcity of land for farms.

49,230. Were these new applicants in possession of farms already, or were they fresh men?—No, they were not in possession of farms; they were fresh men; they were farmers children who had got married.

49,231. Have you any remedies to recommend?—I should wish for security of tenure for the tenants, and I should like to see a land court to fix the rents in case of a dispute.

49,232. Anything else?—No, nothing else.

Mr. *Grove.*

49,233. I suppose you would add to that compensation for improvements?—Yes.

49,234. As a rule, do the children help their parents much on the farms?—Yes, the farmers

Mr. *Grove*—continued.

children work very hard at home, when they are a large family.

49,235. Do you know whether it is usual for children away from home to send some of the money they earn back to their parents at home?—I personally do not know of anybody, but I can say this, that they are bound to be assisting them, otherwise they could not pay the rents.

49,236. I suppose you agree that there must be very great depression at the present time in agriculture?—Yes, very depressed for the last 20 years. The cattle which I saw sold on a farm of which I know at 15*l.* 10*s.* were sold this year under 7*l.*

49,237. Are there any farmers' clubs in your part?—No.

49,238. And no agricultural society?—No.

Sir *John Llewelyn.*

49,239. I suppose it was not your brother Evan who asked you to come here?—No, but the tenants, of whom I have a list here, requested me to represent them.

49,240. Evan has not got any grievance?—The name of my brother Evan is among the list which I have here; they do not complain of the landlord, but they complain of the high rents.

49,241. Evan is of the same opinion as yourself, that he would like to see greater security?—Yes.

49,242. But he has not got any grievance with regard to his particular farm and these buildings?—No, nor has he any complaint against his landlord.

Mr. *Grove.*

49,243. What is that paper which you have in your hand?—It is a petition signed by the farmers in the neighbourhood.

Mr. *Grove*—continued.

49,244. How many have signed that?—About 71.

49,245. Are they all tenant farmers?—Three labourers unwittingly have signed it and there are about five freeholders.

Sir *John Llewelyn.*

49,246. If you wish to put that in I should like you to do so?—Yes, if you please; and here is a copy of the agreement without the names inserted. I will put that in.

49,247. The only thing is, we declined on the landlord's behalf to take testimonials?—This is not a testimonial. It is a petition. (*Document handed in.*)

Mr. *Griffiths.*

49,248. Are the tenants mentioned in the list you have handed in, tenants on the same estate?—Many of them are on the same estate, and others are on other estates. It represents the district in which I live.

49,249. Not only the parish, but the district?—Yes, not only the parish but the district, portions of two parishes.

Sir *John Llewelyn.*

49,250. With your concurrence, Mr. Griffiths, we think that this petition should be received and submitted to the whole body of Commissioners as to whether it should be taken in evidence. We have had some documents of the same nature, and I am not prepared to say at the present moment whether we will accept it or reject it. We will reserve this now and submit it to all the Commissioners when we are together, as to whether it should be placed upon the minutes or not. (*See Appendix for Petition.*)

The witness withdrew.

Mr. Reginald J. R. Loxdale called and examined.

Sir *John Llewelyn.*

49,251. You wish to say something with regard to the evidence of the last witness?—I am the present owner of the Castle Hill Estate. I believe that most of these troubles with regard to Llwynfynwent to which the witness has spoken refer to his mother's will, upon which there have always been squabbles. The final decision that Evan should be tenant was a decision entirely and wholly of their own arranging, and had nothing whatever to do with the deceased landlord or myself. The letters which he complains of from the agent or from his brother, I believe arose in this way. It began with a quarrel over a marriage; William married. He then appears to have come home one night and virtually to have broken into the house and fought his brother Evan. Evan

Sir *John Llewelyn*—continued.

came to me the next day for protection, and I told him that I could not interfere in any disputes between them. As regards the repairs upon the Trefaes Isa and Trefaes Ucha farms which have been spoken of, I think it is generally admitted that there is not an estate in this county upon which more money has been spent in the last 20 years than the Castle Hill estate, and the repairs to those two farms were done as soon as it was possible.

Mr. *Grove.*

49,252. Are you the owner of that estate?—I am, and I should think the repairs in each case, taking them roughly, must have cost 800*l.* to 1,000*l.* on each farm.

Sir *John Llewelyn.*

49,253. I do not think this is rebutting. He did not say that that was not so?—No, but he said that the rents had been raised upon those two farms. I think that would show that there was some reason for it.

49,254. Yes, that is the point?—The present rents of those farms are, of one, 110*l.*, and of the other 130*l.* The farms cost 9,500*l.* The hauling is a general custom of the estate. As to the agreement I cannot be certain—I will not swear to it—but to the best of my recollection my uncle told me that that agreement was drawn up after a full discussion between the tenants and his own solicitor and himself. I cannot swear that, but to the best of my recollection that is what he told me.

Mr. *Grove.*

49,255. But the agreement is a printed form?—Yes, but that was before it was printed. Further than that, several times shortly before his death my uncle discussed with me the question of a new agreement, and it was then thought that it would be best to see what was done with the tithes. The tithes, as you know, have lately been dealt with, and now that this Land Commission has come about, it has been still thought wise to adjourn the question of a new agreement. But I believe that agreement when it was drawn up was in accordance with what the tenants themselves thought was reasonable and fair. I have during each half year, with the exception of two half years since I came into this property, allowed 10 per cent. owing to the bad times. I am on the very best of terms with all my tenants, who on two occasions lately have made me presents.

49,256. I hope there is no necessity to say this; it is not rebutting evidence?—Very well. Is there anything else that I have to answer?

49,257. No. The point was, as I think we got it from Mr. Stephen himself, that it was a quarrel between the two brothers, and that one of the brothers was still in possession of the farm?—I have had no notice of this attack upon me. If I had I would have had a proper statement prepared.

49,258. I suppose you do not deny that one of the brothers is still in the farm?—Certainly he is.

49,259. An agreement was put in for our inspection, which was dated a great many years back?—Yes, and it was then drawn up in accordance with what the tenants thought to be fair.

49,260. There was an agent at that time. Do you manage your own estate now, or have you an agent?—I have an agent.

49,261. Is it possible that the agent took part with one brother as against the other, and that therefore they may feel upon that ground some grievance?—No. The agent and the two brothers and myself are the very best of friends. I had a letter from one of the men not very long ago.

Mr. *Grove*—continued.

Mr. *Griffiths.*

49,262. Do you not think it is fair for a tenant on leaving to be paid—say, if a tenant leaves two years after he has done much hauling upon the farm, that he should be recompensed?—No application has been made for it. If I were to ask any of my tenants to lend me a cart they would bring 20 carts to-morrow for a week, and would never expect to be paid. But that is a matter upon which the Commission has opened my eyes, and it must be taken into consideration.

49,263. It is but fair, for the tenants' sake?—I think it is a matter for consideration, sir, but I am certain that in the past there has never been any question of such a thing.

49,264. Then with regard to the hardship as to these two-thirds of the value of the crops; is it not unfair where a man goes in and does not have those terms when he goes into the farm?—I think it is a question for consideration. It is only very recently that I have had that point raised.

49,265. It is very unfair, I expect, unless the tenant goes in on the same terms. It would not make much difference if he did go in on the same terms?—It does not benefit the landlord; it does not benefit me; it is entirely between themselves.

49,266. Yes, it is entirely between themselves, but there should be something done if a man goes into a farm and does not have those terms, but goes out on other terms?—Yes.

Sir *John Llewelyn.*

You think he should come in and go out on the same terms?

Mr. *Griffiths.*

49,267. Yes?—I have attended the Commission at the last two sittings, and many things have occurred to me which would help one in governing one's estate.

49,268. That is what we wish to do; we do not want to make things unfair between landlord and tenant?—If this gentleman had had the courtesy to tell us that he was going to attack us to-day I would have had a proper statement to read before you.

49,269. I do not think you can call it an attack. It was only just telling us the position of things on the estate?—I am glad you do not think so.

Mr. *Grove.*

We do not think it was an attack at all.

The witness withdrew.

Mr. H. C. Fryer called and examined.

Sir *John Llewelyn.*

49,270. Is this your written statement that we have here?—Yes, it is my statement of the main points of my evidence.

49,271. Would you kindly read it?—I have a copy of the letter which I sent in; it was giving the particular points upon which I wish to touch, and dealing with those two particular points of loans to landowners and loans to would-be purchasers of farms.

49,272. If you will read that it will be the simplest and shortest way, I think?—I will begin by saying that I am clerk of the peace and clerk to the County Council of Cardiganshire, and that there are two special points that I have been asked to bring before this Land Commission.

49,273. By whom?—By a committee which met occasionally here to discuss matters to bring before this Court. I was particularly asked to emphasize these two points as to loans. In the attempt to make both ends meet, farmers have restricted their expenditure upon manures, feeding stuffs, labour, and cultivation; and improvements have been out of the question. As a consequence farming generally has decidedly retrograded, and the land, instead of being stimulated to produce more, and that more of such products as altered circumstances have created a demand for, now produces less than it did 12 or 15 years since; and, in every direction, the condition of the land appears to be getting poorer year by year, mainly from the want of capital. The present problem, then (or one of the problems), is how to bring more capital into farming and on to the land, and I have a strong opinion that great assistance could be rendered in this direction by a well-devised system of public loans. These loans are required for two purposes: (1) to owners of land for the improvement of the land they own, and (2) to aspiring owners to enable them to purchase their holdings or other land which may come into the market. (1.) Loans for the improvement of land, and by the term all such improvements are meant as are authorised by the Settled Land Act, 1882, and other similar Acts. The yearly rentcharge demanded by the various land improvement companies to repay principal and interest within the usual term of 25 years is so high and onerous that very few landowners now avail themselves of the assistance of these companies, at least, such is my experience as an inspector under the Board of Agriculture. I understand that the rates have been revised of late, and lowered by some companies, but they are still too high for prudent landowners in present circumstances to take up loans for improvements. Now, the State could advance money for the purpose at a rate of from 3 to 3¼ per cent. without loss to the community at large.

49,274. That is the interest only, without repayment of capital, do you mean that?—Yes, that would be calculated by the tables.

49,275. Without any redemption?—Without any redemption, merely the interest at the rate

Sir *John Llewelyn*—continued.

at which it is calculated for a period of redemption, upon a certain period of 25 or 30 years it might be. If this were done, it would enable many landowners to carry out improvements, much needed, but for which they cannot find the capital. These improvements would greatly enhance the value of the land in many cases, and enable cultivators to do the best with it; and might possibly have the effect of bringing a better class of men upon the land, with more capital to do it justice. Then the second point is loans to enable farmers and others to purchase land and farms. In spite of depression and low prices of produce, there is still a great deal of "land hunger" in this county, and a great desire for farms, and if farms could be obtained upon reasonable terms hundreds of tenant farmers would be only too glad to become owners. Many tenants have within the last 20 years purchased farms, but they have generally bought at too high a price, mainly owing to their fear of others purchasing, and of their having to quit farms on which they have been born, and which have been held by their ancestors before them. With but little money of their own, they have in many cases borrowed on mortgage at a rate of at least 4 per cent., and have paid more in interest than they previously paid in rent. Their cases would have been very different if they could have obtained loans from the State on terms somewhat similar to those granted to Ireland, and for this purpose loans are even more needed than for land improvements.

49,276. Is the freehold land in your opinion better cultivated than that which is held by tenant farmers?—No. I doubt whether it is, for the very reason of want of means. There are few cases that I know of in this neighbourhood where great improvements have taken place since they have come into the hands of the owners. For in the majority of cases the owners, particularly in the middle of this county, who have bought the land, have bought so dear that they are more pinched now by the interest upon their mortgages than they were by the rent.

49,277. And, I suppose, finding the cost of the buildings fall upon their own shoulders, instead of upon those of the landlords, the buildings become neglected?—Yes, the buildings become neglected; they have actually not the means to replace the buildings, and of course, as you know, in many cases where farms are sold the buildings are in a poor condition, just for the very reason, probably, that it is a farm that it is no very great object to the landlord to keep. He very often has not kept the buildings up to the same state of equipment as they would be kept up to probably if they were nearer home and more valuable to the estate.

49,278. Then you have told us that the money which has been borrowed to purchase has been borrowed at 4 per cent. There are several cases we have had mentioned in which the money was borrowed at 3 and 3¾ per cent.?—Yes; but that is in exceptional cases; 4 per cent. is about the average.

Sir *John Llewelyn*—continued.

49,279. But at what price do you think the owner could afford to lend with redemption?—That would depend, of course, upon the number of years over which it is spread. By Archer's tables, which I believe are as reliable as any that there are ——

49,280. Without taking them, do you know what the terms were in Ireland?—Forty-nine years, at 4 per cent.

49,281. Do you think it could be done cheaper in Wales?—No, I do not think it could.

49,282. Anyhow, I hope you think that the Welsh credit is as good as the Irish credit?—Quite as good. I think they might be put on the same footing; in fact by these tables of Archer's at 3½ per cent., which is the actual interest for the Small Holdings Act and for other Acts, it is shown that the State can lend that sum without a loss. At 3½ per cent., by Archer's tables, to repay principal and interest in 49 years, it comes to exactly 4*l.* 0*s.* 3¼*d.* So that I presume it was calculated upon this. Therefore, if a would-be owner were to buy on those terms he would be wiping out the mortgage by degrees, whereas now I know of cases myself where, as a trustee, I have advanced money on mortgage in this country, small sums of 1,000*l.* or 1,500*l.*, and so on, at 4 per cent. I know of some that have been running 16, 18, and nearly 20 years. A man only the other day was paying the interest, and was making the very remark; he said, "If I was in Ireland I "should have wiped out half my debt."

49,283. According to that, under the present system a man at the end of 49 years, paying 4 per cent., is not the owner of his holding. Under the new system of Government loan at the end of 49 years he would be an absolutely free man?—Yes, at the end of 49 years he would be an absolutely free man.

49,284. Do you think reasonably, looking forward, that a man can continue to pay 4 per cent. upon the purchase price of the farms?—I think he could, because you would not lend him the whole money; you would only advance a certain proportion of it.

Mr. *Grove.*

49,285. What do you think would be a fair proportion of the value of the purchase; four-fifths?—I think three-fourths would be sufficient.

49,286. You speak of the position the farmers are in now who have bought their holdings some time ago, some years ago?—Yes.

49,287 There is still a very great desire on the part of other farmers to buy their holdings, is there not?—A very great desire. It is a thing that they long for.

49,288. So that your suggestion would be that the Government should lend money to owners—present landlords, to carry out the improvements; to those farmers who have bought their own holdings, and are heavily mortgaged; and also to other farmers who are wishful to buy?—Yes.

Mr. *Grove*—continued.

49,289. So that there are three classes to which you think that scheme could be applied?—Yes. That point of lending to owners for improvements is of special importance to this county, for this very reason, that there are a large number of occupiers here who are quite equal to managing and making the best of smallish farms. At the present time the majority of them have holdings larger than their capital can work, and larger than they can really do justice to. The great objection to dividing those holdings, or to making them smaller is of course the increased expense of buildings, and that has been before the landowners very much indeed. Of course, if you make two farms into three, you want an extra set of buildings. I believe that that difficulty could be very largely met by enabling landowners to borrow, and borrow direct from the State instead of through the intervention of the land companies. At the present time you have to pay about 6½ per cent. to repay a loan within 25 years. I have had numerous applications myself to ask how this is done, and about the per-centage, and directly landowners hear that it runs up to 6½ per cent. they drop the thing and say, "that will not suit us."

49,290. I think you said that in your opinion, from your own actual experience, land produces less now than it did 12 or 15 years ago?—Yes, I think that is quite certain.

49,291. To make the land as productive as possible, I take it?—Yes, that is the whole point.

49,292. As Commissioners considering the whole matter, we want to make the land as productive as possible?—Yes.

49,293. Would you be in favour of smaller holdings, as compared with consolidated or larger holdings?—Certainly in this country. One point here is that a great number of farmers work their lands very much by their own families. I am quite astonished to find from the last census how very small the proportion of agricultural labourers is in proportion to the farms and the farmers. I see in the particulars of the census, which have only just come out, that the farmers and graziers in this county of Cardigan for 1891, numbered 4,354 males and 1,102 females. Those are farmers, graziers, and others managing farms. The agricultural labourers numbered only 4,261 males and 869 females, so that the farmers themselves numbered more than the agricultural labourers employed upon these farms. The agricultural labourers have diminished a good deal in the last 10 years, in fact, that is a thing we are suffering from in this country, the diminished population. Our population has gone down nearly one-seventh in the last 20 years, just because there has been no employment for the people.

Mr. *Griffiths.*

49,294. Is it your opinion that tenants have been restricted very much in purchasing manures owing to these depressed times?—They have

Mr. *Griffiths*—continued.

been restricted, no doubt, by the actual want of money. There is nothing that does more good in this country than lime, and you will find, I believe, that the statistics of the railway stations here will show that there is not one truck of lime now bought where there were 50, 12 or 15 years ago, and other things in the same degree.

49,295. But is it not the fact that there is more labour required for lime than there is for artificial manure generally?— Yes, there is a little more. But here, near the sea, upon a great deal of the wet land that we have, lime is immensely important.

49,296. Then you are of opinion that very much more could be produced from the land under different conditions?—No doubt a great deal more could be produced from the land with better cultivation and more manure. There is one matter that I did not mention; I thought that probably others would have brought it before you; and that is the question of manorial rights in this county, which I think operate a good deal, particularly in the highest land, against the improvement of land. We have large sheep walks in this country, all of which are the subject of manorial rights. The owner of the surface can do nothing with that surface; he cannot even put up a fence without leave and license from the lord of the manor. I regret to say that the Crown, who are the largest owners of manors in this country, have thrown every obstacle in the way of anything like improvement of that sort. You cannot improve a sheep walk without enclosing it.

Sir *John Llewelyn.*

49,297. Then you think that the Crown is not a good landlord?—It is the worst landlord in this country in that way. There is no doubt of it. I have had a great deal of experience in that matter, I assure you, and if you asked any of the miners in the neighbourhood of the Crown manors, you would find their opinions very much stronger upon the matter than mine. It has operated, really, to prevent all improvements in that way. No miner, or at least very few miners, would ever take a take-note upon a Crown manor, because of the onerous demands made upon them. But I am speaking now upon the question of the surface. I have known a case where people, owners of two sheep walks, have put up a fence enclosing nothing—running from one point to another—and demands were immediately made upon them by the Crown for a yearly rent of 5*l.* as acknowledgment for the putting up of that fence, or else a demand for the removal of the fence. Other lords of the manors have agreements in such cases by which, if the owners of the surface undertake to secure to the landlord all his manorial rights, such as minerals and sporting, they can fence or improve in any way whatever that they like. The contention of the Crown apparently is, as a gentleman at the office once told me, that any little improvement made by the owner of the surface, the Crown ought to have a share of. There are parts of sheep walks, the lower parts, that might be capable of planting, and there is nothing whatever that will improve the land so much, or bring so great a produce from the land as planting, particularly larch trees, up to the present time, or before the larch disease set in, at all events. The Crown virtually prohibited anything of the kind, because they had the right to the soil.

Sir *John Llewelyn*—continued.

Mr. *Grove.*

49,298. With regard to the sheep walks, to make those as productive as possible, do you think they ought to be fenced?—A man cannot do the best with his sheep walk unless it is fenced. There is a very peculiar condition of things in this country. The surface is in the exclusive ownership of the person to whom it belongs, only the soil does not belong to him. There are well-known boundaries, that are pretty well kept to, but there are a good many disputes about them, and occasionally the putting up of a fence will obviate that. But if any owner of a sheep walk wishes to improve his sheep, which he can do best by keeping a smaller number on the ground, he is immediately trespassed upon by his neighbours, and then comes in the very argument that many people have used to me. I say to them, "Why do you "not keep less sheep, and keep them better?" "Oh," they say, "if we kept less sheep our "neighbours would send their sheep and eat up "our grazing."

49,299. Then the Government charge of 5*l.* to put up a fence would be an acknowledgment. Do they demand the payment of any particular sum, or do they object to the payment of any small sum, simply as an acknowledgment?—They demand payment of 5*l.*, but owners would not object to a small sum.

49,300. Supposing the Government charged 5*s.*, that would be an acknowledgment just as much as the 5*l.*?—Yes, owners would not object to that, but where the land is only worth about 2*s.* or 2*s.* 6*d.* an acre you know that 5*l.* would mean a very large rental.

Mr. *Griffiths.*

49,301. Is it not because Government are not likely to get interest for this capital so expended upon this copyhold land in fencing that they are not so willing to allow it?—The Crown would not be asked to do it. Of course it would be the owners who would fence it. The owners would do the fencing themselves, and the Crown would be at no expense at all.

49,302. Then you did not ask the Crown to fence, only those that occupy the land?—Only the occupier of the land. The Crown would not be put to a shilling of expense.

49,303. Do you know of any who have purchased their farms who have been obliged to sell again?—I do not know any.

Mr. *Griffiths*—continued.

49,304. Or who have purchased at too high a price?—I do not know of any in this neighbourhood, but I have been told that there are some in the lower part of the county, not far from Newcastle Emlyn, and elsewhere, where some large estates were sold some years ago when prices were very high, and I believe a good many have had to sell them.

Mr. *Griffiths*—continued.

49,305. You know it is a fact that they often buy at too high a price?—You would be surprised to see the prices that occupiers will give rather than be turned out of a farm which they themselves have been born upon, and which their father's have occupied before them. It is not business-like perhaps, but it is a sentiment that is very very strong here indeed.

The witness withdrew.

Major John George Parry Hughes called and examined.

Sir *John Llewelyn.*

49,306. Will you state what evidence you wish to give?—I own the estate called the Alltlwyd estate, in the parishes of Llansaintffraid and Llanrhystyd, in the county of Cardigan, comprising 30 holdings, about 1,100 acres in extent, and yielding a rental of 1,100*l.* and upwards. I have also an estate in the county of Pembroke consisting of about 600 acres. My Cardiganshire estate consists of nine farms mostly, the other part of the estate being small holdings, with rents varying from 2*l.* to 19*l.* I inherited the estate on the death of my father, in the year 1858. My father had in the year 1846 fixed the rents of the whole estate, and the rents as fixed by him were continued until the year 1886, when the depression in agriculture was keenly felt in Cardiganshire. As my farm tenants were complaining that the rents were high, I employed Mr. John M. Davies, of Froodvale, in the county of Carmarthen, land valuer, and a gentleman of the largest experience, to value my Cardiganshire property, and according to his valuation the rents then paid by the tenants were in some instances too high. The following table will show the difference between the rents paid up to 1886 and Mr. Davies' valuation. I then endeavoured to let the farms at the rents fixed by Mr. Davies, but failed to do so, and the following table also shows the present rental. The tenants now complain that these rents are too high, and I have great difficulty in collecting them.

Farms.	Acreage.	Rents up to 1886.	Mr. Davies' Valuation.	Rents Reduced to.
	A. R. P.	£ s. d.	£ s. d.	£ s. d.
Penlôn - -	83 0 18	140 0 0	120 0 0	90 0 0
Maesgwyn - -	104 2 16	180 0 0	155 0 0	120 0 0
Alltlwyd Farm -	230 1 34	280 0 0	245 0 0	230 0 0
Morfa - - -	46 2 5	90 0 0	70 0 0	65 0 0
Pengarreg - -	138 3 12	130 0 0	115 0 0	100 0 0
Gwarfelin - -	39 3 14	90 0 0	79 0 0	75 0 0
Penfor - - -	114 0 34	80 0 0	70 0 0	60 0 0
Pencastell - -	114 1 21	74 0 0	58 0 0	60 0 0
Total -	871 3 34	1,064 0 0	912 0 0	800 0 0

The farms have always been farmed for corn-growing. It is quite a corn growing country down there. Mr. Davies in his valuation and report, which I produce, states, as is the fact, that the farms contained some of the best corn land

Sir *John Llewelyn*—continued.

in the county of Cardigan, but were farmed on a most antiquated system, five or six crops of corn being taken out of the land with only one manuring, and the wonder was that the land was able to produce such good crops as he saw in June 1886, when he inspected the farms. He also reported that very little artificial manure was applied, and the use of lime had been discarded for some time. The agreements with my tenants provided that they should not take more than two white crops in succession without manuring, &c., but this provision, as well as other provisions in the agreements for regulating the course of farming, are not carried out, although I have repeatedly urged my tenants to adopt a better course of farming and to lay by a certain part of the farms for pasture. I believe if this course had been adopted years ago, and the tenants had reared cattle, instead of for years in succession growing corn, that my tenants, having regard to the quality of the land and the situation of the farms, would have managed their farms at considerable profit. In my opinion there is no necessity for a land court to determine questions between landlords and tenants, so far as my experience goes. There has been no difficulty in arranging all questions between me and my tenants, and I have fairly met them whenever they apply to me for assistance. I have made allowance for several years of 10 per cent. on account of the agricultural depression. With regard to allotments, or small holdings, my Cardiganshire property adjoins two villages, namely, the villages of Llanon and Llanrhystyd, and there are plenty of facilities already offered to all who wish to have plots of land. The tenants are all yearly, and I do not remember a single application made for a lease. I should always be ready to grant a lease, but the tenants prefer holding as yearly tenants, and will not accept leases. I have never had any trouble about the game, and I am not a game preserver. My experience of Welsh landlords is that they do not turn tenants out unless there are exceptional circumstances, and as a rule tenancies descend from father to son for many generations. Most landlords would willingly grant leases. Farmers in this district suffer from want of capital when they commence farming, which places them at a disadvantage, and men of capital cannot be got to take farms. I am also connected with another estate which lies up higher in the hills.

Mr. *Griffiths.*

49,307. You have not adopted the valuation made by Mr. Davies?—No. Not in all instances; I have in one or two instances, but they are considerably lower.

49,308. In most instances you have reduced them?—They are all lower, except one.

49,309. Have you not many applications for farms?—No, not many, but there are none unlet at present.

49,310. You do not wish to turn an old tenant off; you would rather try to meet him?—I never do turn one off by any chance. All those old tenants have been there from time immemorial, I think.

49,311. We all know that corn has been reduced very much in price?—Oh dear, yes.

49,312. But have not cattle been reduced, and sheep?—Yes, but still I think they would have been better if they could have reared cattle upon that land.

49,313. In our part of the country we find that many have laid down their land to grass, and to their sorrow now they are obliged to plough it up again, and obliged to go back to corn growing since the cattle and sheep have gone down so low?—Yes.

49,314. Do you find any difficulty in arranging with the tenants?—No, none at all.

49,315. Have you copies of the agreements in use on your estate?—I have not. I did not bring one with me. I could get one.

49,316. We generally have copies put in. We shall be very pleased if you could send one in?—Yes, but most of my farms are without any agreement at all.

49,317. Do the tenants never apply for agreements?—Sometimes they have refused to sign them. I have had instances of that sort. They would rather not.

49,318. What we have generally found is that they seemed to care nothing about it; they did not understand the agreement, and they did not care about having it?—Sometimes they have objected, and I have never pressed it. I think I have two farms out of that list with agreements, and only two; all the rest are without.

49,319. I can see that you have adopted rather a new system from that which we have been in the habit of noticing, namely, growing three or four white crops?—Yes.

49,320. I suppose those two tenants that have agreements with you have copies of them?—Yes, certainly.

Mr. *Grove.*

49,321. You do not have the agreements printed also in Welsh, do you?—No, these two tenants thoroughly understand and can talk English and Welsh.

49,322. When you give abatements, do you give notice that you are going to make abatements or is it a regular thing?—I am always in touch with my tenants, and always see them, and we talk it over at the different times as necessity arises.

Mr. *Grove*—continued.

49,323. Do you think they are able to get their rateable value reduced, and that they pay less rates because of the abatement you have given?—I always tell them to do that, but in some instances they have not done it soon enough, and they complain, and I have told them to go down to the union about it.

49,324. Do we gather from you that there has been much land laid down to pasture?—Very little.

49,325. When that is so do you give them any help at all by paying for the seed, or anything of that kind?—In some cases where a tenant has left we have given the seeds, and we do not charge the incoming tenant.

49,326. Then you seem to object to a land court?—Yes, I do.

49,327. If a land court were arranged so that it would only be made available in case of difference, would you object to it. Suppose, now, for instance, in the case of yourself; you seem to be thoroughly in sympathy with your tenants, and if you and your tenants could agree upon the conditions of holding and upon the rent there would be no need for you to go to a land court?—No.

49,328. Supposing that that were to take place, do you not think that part of the objection to a land court is taken away?—I do not think that a land court would affect a good landlord at all.

49,329. Then, as a good landlord, you would not object to it?—No, not in that way. It is to the general principle that I would object.

49,330. Do you think it would interfere with the pleasant relationship between landlord and tenant?—I do.

49,331. Is there any other point of objection that occurs to you?—I think it would make it a mere mercantile transaction, that we should then demand our rents to the day, and not be waiting six months or rather more—about nine months in some cases.

49,332. There are very few changes of tenancy with you, I suppose?—I have had very few indeed. Three or four of them have been there from their great grandfather's time.

Mr. *Griffiths.*

49,333. Have you any penalising clauses in your agreements?—No, not beyond the white crops clause.

49,334. You have nothing with regard to ploughing up meadow and pasture land?—Yes, any old pasture is not to be ploughed up.

49,335. Are those clauses ever carried out?—No; there was one instance in which the last tenant ploughed up an old pasture; nothing was said to him; or rather he was remonstrated with, but he carried it out and nothing was done.

The witness withdrew.

Mr. David Owen called and examined through an interpreter.

Sir *John Llewelyn.*

49,336. Is this your evidence, and is it correct?—So far as I recollect the summary of evidence which is written in English is correct.

49,337. Where do you live?—At Talybont, seven miles to the north of Aberystwyth.

(*The following statement of the witness was then read.*)

Evidence of David Owen of Berthlwyd, Talybont. I am a farmer, now living on my own farm.

See 48,450–48,508.

From the year 1872 to the year 1887 I was tenant of Maenelin on the Carrog estate. I was brought up and always remained a Calvinistic Methodist until I went to Maenelin. I went there because I had married Mrs. Owen, who was at the time tenant of the farm. When I asked Mr. Sinnett if he would take me on as tenant with my wife, he said he would if I went to church. I asked him if he would not let me the farm and allow me to go to chapel as I had been used to, but he said "No, not on any account, if you do not go to church." As my wife was in the farm already, I went to church. I now go to the Calvinistic Methodist Chapel.

49,338. Have you been doing that in consequence?—No, I went there of my own accord, because I had had enough of the church.

Mr. *Grove.*

49,339. When was it that Mr. Sinnett said that to you?—At the time that I married.

49,340. How long ago, in what year?—I was married in 1872, and in the same year, after my marriage, I went to Mr. Sinnett and asked him if I might be a tenant of his.

49,341. Then it was that he refused to allow you to be a tenant unless you went to church was it?—Yes.

49,342. Is Mr. Sinnett still the agent of this estate?—No, he was the trustee at that time. The son was the agent.

49,343. But you go now to the Calvinistic Methodist Chapel?—Yes.

49,344. Have they ever grumbled at you for doing so?—Who?

49,345. The same parties that told you, you must go to church?—They had not the right to. The tenants have always been obliged to go, and those tenants have been in the custom of going to chapel.

Mr. *Griffiths.*

49,346. Are there many tenants on this estate?—Yes, from 12 to 15 tenants.

49,347. They generally go to church do they?—Everyone of them while on the estate?

49,348. How is it that you are allowed more freedom than the rest?—Because I am no longer their tenant.

49,349. You have left the estate then?—Yes. I was obliged to attend church until I left.

49,350. Did you consider it rather oppressive to compel you to go to church?—Yes, and I hope that the Government may come to the rescue, so as to avoid such an oppression.

49,351. Is it your opinion, then, that every man should worship in the manner that he considers best, and not be compelled by anybody?—Yes.

Mr. *Grove.*

49,352. You did go to church for some time, did you not?—I was obliged to go to church while on the estate.

49,353. Then when your body was in the church, your heart was in the chapel?—Yes, certainly.

Sir *John Llewelyn.*

49,354. The following question is put in by Mr. H. L. Stephen: "Was any tenant ever turned "out of his farm because he went to chapel"?—Yes, two were.

49,355. "Name them?"—Jenkin James, Brynhir, and Catherine Edwards of Pencwmmawr, was the other.

49,356. You yourself bought your own farm, did you not?—Yes.

49,357. What is the name of the farm that you were in?—Maenelin Uchaf was the name of the farm I was in.

49,358. Who is the owner of that?—Mr. Sinnett.

49,359. The following question is by Mr. John Evans: "What about John Lloyd, Palmon"?—I had not come to live in that neighbourhood then. I am not sure about him.

Mr. *Griffiths.*

49,360. Then you do not wish to speak about a thing you do not know of?—No.

The witness withdrew.

Mr. Henry William Morgan called and examined.

Sir *John Llewelyn.*

49,361. You live at Bronllangwrda, Capel Bangor, Aberystwyth?—Yes. I now live on the farm where I was bred and born. When a lad, following the team, my father used to meet his payments chiefly from the sale of corn, wheat more particularly, it being corn-growing land. Now there is no demand for wheat, and the

Sir *John Llewelyn*—continued.

price is so reduced in consequence that, with the present high rent and high wages, corn growing has ceased to be at all profitable. We depend entirely on the rearing of stock and dairy produce, and when the price of stock becomes very low, as it has been for the last two or three years, it is a matter of impossibility to make

Sir *John Llewelyn*—continued.

both ends meet. Wages are quite double what they were; the same almost may be said of the rates. I am rated at 2*s.* in the £ on the half year. The rates are made up as follows: poor rate, 10¾*d.*; highway, 2¾*d.*; sanitary, ¾*d.*; school board, 7¾*d.*; other charges, 2*d.* Now these latter rates were not in my father's time. The school board, for instance, which is 1*s.* 3*d.* in the £; highway, 5½*d.* Before abolishing the turnpike gates those who used the roads had to maintain them, but now they become a very heavy burden on the rates. I think it was a mistake to drop the wheel tax. In this county a timber merchant from Radnorshire, by carting heavy loads of timber over the roads, has put the county to 70*l.* extra expense in repairing the roads, and yet he will not contribute a penny. I am also of opinion that we have not a fair market. Foreign goods have an advantage over home produce; for instance, in the butcher's shop we find two carcases, one foreign meat, the other of home production, side by side. The foreigner's has not contributed a single penny towards either local or imperial taxation, while the other has been heavily rated. It is argued that for the good of the public, provisions should be cheap. But in my opinion the general public who are not otherwise heavily rated, ought, and should by all justice, pay their quota towards local and Imperial taxation, as the whole community reap the benefit. The working man's vote is as good as the squire's. The moneyed classes, again, do not pay their share of the local rates. They only contribute according to the rateable value of their mansions. If the rates were levied on the same principle as the income tax, then the wealthy classes would have to pay their due share. A farmer with 1,000*l.* invested in land has to pay every rate in existence, while the merchant or stockholder may turn over his thousands yearly, and yet only pay according to the rateable value of his premises. There is a section of the House of Commons whose whole aim is to throw all the burden of taxation on land. For instance, on the 12th January last a manifesto was presented to the Chancellor of the Exchequer, signed by upwards of 90 members, asking him to abolish the school fee and other grants towards relieving local taxation, which means to add about eight millions to the local rates on land and house property, which would be equal to about 1*s.* in the £. It may be not the original intention of these honourable members to ruin the poor farmer, but any Bill of the kind passing the "Commons" after the amendments of the "Lords" would have that effect. The land tax and the chief rent are a disgrace to his enlightened generation, and are only relics of the old feudal system. The chief rent of one farm may be 4*d.*, or a meal of flumery, while the other, much smaller, may be 8*s.* or 10*s.* In my opinion there is but one alternative, either we must have fair trade or the rents reduced to the level of the American land, or the British farmer is doomed. It is quite immaterial to me whether meat is sold at 4*d.* or 7*d.* a pound

Sir *John Llewelyn*—continued.

as long as the land is rented accordingly. The competition for land in Wales is very keen, and consequently it is not an easy matter to get rents reduced. I know many instances where farms were given up and reduction of rent asked for, but were soon taken up again. The farmers are more to be blamed than the landlord in this respect, for want of combination. The working classes have their trade unions; why should not the farmers form their society. I think religion and politics have something to do with the matter It is alleged that the landlord has a right to freedom of contract, which means that he has as much right to let his land as the farmer to sell his horse to the highest bidder. Logically he has in a certain sense, but practically there is a vast difference. The dealer has no interest in the horse until he buys it, while most tenant farmers have an attachment to the holding as their home, and in many cases the home of their parents. And besides they have a pecuniary interest in their farms, having made considerable improvements at great expense, and labour for which, if they have to leave at six or twelve months notice they can never get adequate compensation. Freedom of contract is a splendid principle when the contracting parties are on equal ground. When the existing tenant cannot come to an agreement with his landlord, an official referee should be appointed to settle a fair rent. Most of the landlords about here have the welfare of their tenants very much at heart, but the rents having been raised during prosperous times, they are not very willing to reduce them now.

Mr. *Grove.*

49,362. You speak about the damage to the roads by timber haulage?—Yes.

49,363. Is not that extraordinary traffic that they could make them pay for?—There is an action at law on the matter now.

49,364. They are trying that question now?—Yes.

49,365. Do you consider that the land bears too many burthens?—Yes.

49,366. And you are afraid that modern legislation is going to put more on?—Yes, that is what I can see it drifting to.

49,367. Seeing that, why should there be such land hunger as there is now? They say that if there is a vacant farm there are 10 or 12 people ready to take it?—It is the scarcity of land. People must live. I have been brought up as a farmer, and if I leave this farm I must go down to the coal works or must get another farm.

49,368. Then it is difficult for a farmer to turn his hand to anything else when he is once brought up to farming?—Yes.

49,369. Do you think that education will make them branch out more, so as to have less farmers in the future?—No, I do not.

49,370. Because one is rather puzzled as to why, if there are such bad times in farming, so many men are anxious to take farms?—They must live. If farmers brought up their sons as parsons and schoolmasters, &c. there would

Mr. *Grove*—continued.

soon be too many in the market, so that we cannot send our sons to that. Besides, farming is very healthy. I should like farming very much if one could get the land for what it is worth, and what we could pay for it.

49,371. It is an independent and manly occupation?—Yes, it is a splendid pursuit.

49,372. You speak now of co-operation amongst farmers. Are there any farmers' clubs or agricultural societies?—Nothing.

49,373. Why do not the farmers combine?—I will tell you one thing. A few years ago there was a meeting called in Aberystwyth, in the Market Hall here. There were handbills about, and a great many farmers attended; I for one attended. The first speaker there was the honourable member for Merioneth. I expected to hear something with regard to the farmers forming a society, but instead of that I heard a very eloquent speech on the disestablishment of the church. I being a Churchman myself, and also a great many of the farmers present—most of the farmers, in fact, between here and Llanrhystyd are Churchmen—we walked out and would not listen, and said it was a political meeting, and I never heard anything of it since.

49,374. The first trial was a little unfortunate, was it not?—Yes, very.

49,375. There is no reason why you should not try again?—If they will drop politics and religion I will join in a minute.

49,376. What we found was that in some places they tried to get a meeting, but they generally had their dinner first, and we suggested that perhaps they had better get the business over before they had the dinner?—I cannot say about that.

49,377. But seriously, could not the farmers do a great deal by co-operation to help themselves?—Yes, certainly.

49,378. You do not agree with that?—Certainly I do not agree with farmers going and trying to cut one another's throats. When a farmer says that one farm is too dear according to the present time, I would like to get it reduced, and not to see another man going behind him, so to speak, and cutting his throat. I do not believe in that sort of thing at all.

49,379. Do you think there ought to be a longer notice now than there is?—That would ruin farms certainly, I think there should be some protection for the landlord. I should not like to see a farm ruined, but the outgoing tenant ought to be compensated for what he has spent on the land.

49,380. You think he ought to be compensated for improvements that he makes?—Yes.

49,381. And you think there ought to be security of tenure?—Yes, of some sort.

49,382. You think that if those things could be brought about, a farmer would throw more labour and more heart into the land, and make it produce a good deal more, do you not?—Yes, certainly; if they had a little more heart they would be more independent.

49,383. Is it your opinion that the land does not produce what it ought to produce?—In my neighbourhood they are good farmers, all of them, so that I cannot speak.

Mr. *Grove*—continued.

Sir *John Llewelyn.*

49,384. Capel Bangor is a little to the east, is it not?—About 5 miles.

49,385. Is it between this and Llanrhystyd?—No, it is up the Vale of Rheidol.

49,386. Inland?—Yes.

49,387. I cannot see it upon the map, but what is the name of the parish?—It is a township. It is Bronllangwrda, in the parish of Llanbadarn Fawr.

49,388. Do you know the Agricultural Holdings Act, Mr. Morgan?—No.

49,389. It would be very wise to look it up amongst the farmers, because it was an effort, at all events, made by Parliament to meet some of the wants of the farmers?—The first Act that was passed most of the farmers had notice to contract out of, and I never knew of this last Act until I saw it in "Everyman's own Lawyer" last week.

49,390. There is a section in the Act out of which you cannot contract?—Yes, it seems so.

Mr. *Griffiths.*

49,391. You say, at the commencement of your evidence, that you commenced farming upon rather a different system to what you farm upon at present?—Yes, much.

49,392. Corn farming was the rule of the day then?—Yes.

49,393. Were you able to pay one half-year's rent from your corn?—Then?

49,394. Yes?—Yes.

49,395. But you are not able to do so now, I suppose?—No.

49,396. What might you be getting for your wheat at that time?—7*s.* 6*d.* a bushel, 3*l.* a quarter.

49,397. What are you able to get now?—About 4*s.* 9*d.* a bushel now.

49,398. You get that much?—Yes.

49,399. We cannot get anything like it?—Barley and oats are the only things that are profitable now; if you can grow good barley for the maltster, and oats for the cropping time it is all you can do.

49,400. Do they sell the barley to the maltsters here?—I sell barley to the maltsters myself.

49,401. That is very good, because they get most of the barley from England in our part of the country. You turn most of your attention to rearing of stock, do you not?—Yes.

49,402. That has not paid well, has it?—No, especially on one side of my farm, which is very dry, and as it has not been a good summer last year it did not pay. In a dry summer like the last it is very ruinous to me.

49,403. Did you lay most of the land down to pasture?—It is almost all laid down to pasture.

49,404. Did the landlord assist in giving you seeds?—No.

Mr. *Griffiths*—continued.

49,405. No assistance whatever?—No.

49,406. Have you any terms in your agreement?—I have no agreement at all. I have a very good landlord, and I do as I just like.

49,407. Then you can plough up this land again?—Yes, when I like. I can plough it up every inch, except the meadow underneath the house.

49,408. If you wished to grow corn it would answer. We found in some agreements, although the tenants have laid down the land to grass, they are not permitted by their agreement to plough up that land again, although the landlord has not paid a penny towards it; they have a new agreement, and they are not allowed to plough up the land that they have laid down to grass themselves. Does your land come quickly to grass? In some places it is very slow?—Yes, but it does not last long. We must plough it up in three years.

49,409. Is some of it damp?—No, it is a rocky sub-soil, and the other part of it is white clay. It does not last very long.

49,410. Then you do not lay any of it down to permanent pasture?—It comes in rotation. We plough one field from pasture, and lay it down to wheat every year, and then have a second crop, and then take it back to potatoes and seeds again. That is the custom of rotation in the neighbourhood. After they put the potatoes into it, they put it back to barley and seeds.

49,411. Did you have turnpikes in this country?—Yes.

49,412. They have been done away with. Do you think it was beneficial to the farmers to have the turnpike gates, or not?—I did not pay so much gate money as I pay highway rate now.

49,413. And I suppose the brewer and maltster and so on pay nothing?—No, and the hackney carriages that go up from town pay nothing. They go up to the Devil's Bridge every day in the summer time. We have to keep the road in very good repair, or we shall know it, and they do not pay anything. Even the bicyclists give a good swear if there is a stone in the road and is not in very good repair.

49,414. Would you like to see them taxed?—Yes, certainly; everybody who uses the road, I think, ought to pay for the maintenance of it.

49,415. What is your opinion with regard to the roads. Do you think that the landlord should pay a portion of the rates?—I think that the Chancellor of the Exchequer ought to try and help us.

49,416. Imperial taxation, of course?—Yes.

49,417. You are of opinion, then, that farmers cannot go on at the present rate of things for long?—No, they really cannot; comparing the good and bad years together, I do not think they can.

Mr. *Griffiths*—continued.

49,418. With regard to the labour, do you find that the price of labour has gone up?—Yes, double.

49,419. Corn has gone down, and labour gone up double?—Yes.

49,420. Is the labour as efficient now as it was; are the workmen as capable?—We have to do with less on account of it; we cannot get them.

49,421. Have you to do with inferior labourers?—No, we have not, but with fewer men.

49,422. Do the best workmen leave for any other locality?—No, I cannot say that.

49,423. Are you obliged to use farm boys instead of labourers?—No, they do not pay; I would rather have a good man.

49,424. We find it quite the reverse in other places, and we find that people employ boys, and that they have brought some boys from homes in England into Carmarthenshire. It is very inferior labour?—Yes, but we had plenty of labour. Personally, I would rather have the men labourers. *See* 38,652 38,673.

49,425. I quite agree with you myself. How are the cottages; have you sufficient cottages on your farm?—There are plenty of cottages in the neighbourhood, but they are empty, and the people have all gone south. I am in a mining district, and scores have gone to South Wales on account of the mining depression.

49,426. Are they good cottages?—Yes, splendid.

49,427. With all that they leave?—Yes.

49,428. Have you many instances of labourers keeping a cow or two?—No, not very many.

49,429. Do you not think that would induce the labourers to stop on the farm if they had a cow to keep on the land?—Yes, it is a great help to a poor man for his family to have a little milk.

49,430. And is he not more likely to settle down in a place than a man who can pack up his box and be off?—Yes.

Mr. *Griffiths.*

Your evidence is very interesting, and I am sorry we have not more time to deal with it.

Mr. *Grove.*

49,431. One point with regard to the carriages going with the visitors to Devils Bridge, Plinlimmon, and so on; do you not think that farming is very much better because so much money is brought into Aberystwyth, and so many things are sold there at very fair prices?—Of course, it improves the market.

49,432. I just wanted to show that there are two sides to it, because I am accustomed to come myself to Aberystwyth, and I always enjoy it very much?—Yes.

The witness withdrew.

Mr. John Morgan called and examined.

Sir *John Llewelyn.*

49,433. Will you kindly tell us what you wish to state?—My name is John Morgan, of the "Observer" Office, Aberystwyth. I have endeavoured for some time past to consult as many farmers as possible, especially with regard to the question of this Land Commission, and I especially consulted the Nonconformist farmers and a good number of Nonconformist ministers. I have also seen land agents, and landlords, but I believe that none knew I was going to say a word here to-day until now. I have not spoken to anyone. I find there is comparative little interest taken in your Land Commission. The interest is promoted, I think, to a great extent by people who are not actually connected with land. For instance, in Carmarthenshire, you had Mr. Gwilym Evans, who may, for all I know, be a farmer; you have Mr. Vaughan Davies, in this county, and Dr. Enoch Davies. I think all these people are aspirants for public honours, and aspirants for the votes of the farmers in different ways. They are aspirants for public honours, either parliamentary or county councillary. Perhaps it is best not to say anything about that. I think myself, the landlords ought to give evidence much oftener than they have given evidence. To-day we have heard of two or three landlords who have been spoken of as good landlords; in fact, I think, all the witnesses to-day have spoken of the landlords as good landlords, and I venture to say there is not in North Cardiganshire a landlord who is not a good landlord. There are individual cases of hardship that I know of. I know of one farmer who took a holding which had been unsuccessful with a large number of tenants. After a while he was able to make it pay by means of capital and shrewdness, and then his rent was put up. Later on, another attempt was made to put his rent up. I am not sure whether he resisted that demand or not, but certainly the demand was made. I think he has improved his holding by drainage. I spoke to him this morning with regard to the drainage. He said that the Agricultural Holdings Act does not protect him, unless he has a written permission from the landlord.

49,434. That is wrong; drainage comes under the second schedule, as to which it is only necessary he should give written notice to his landlord, and it does not require the landlord's sanction?—I heard that said the other day in Tregaron, but I spoke to him, and he said it was the contrary. He did not know.

49,435. What you mean is that the Agricultural Holdings Act is very little understood?—Yes, very few people seem to know anything at all about it. The greatest grievance of the farmer is undoubtedly the possibility of having rents raised upon his own improvement. I do not think it is often done, but there is the possibility of it, and it has occasionally happened. I know of an instance where a farmer on the Nanteos estate improved his land. A neighbour

Sir *John Llewelyn*—continued.

wrote offering 20*l.* a year more for the farm, and it was refused, Mr. Powell saying that he preferred to keep good tenants when he got them. But, unfortunately, very few farmers do improve their holdings. Most men are contented to jog along and simply exist. If they had some security it is possible that many of them would improve holdings, but not all. It is not our experience that freeholders do always cultivate their land better than tenants, in fact, I may say it is almost the other way. I think the fact that a man owns a property does not make him a better farmer. A man who is a good farmer will farm well in any case, I think, the same as a good workman will work well under any conditions. It is our experience that good tenants are perfectly safe on the large estates in this part of the country. I remember hearing one gentleman, the late Alderman John James, often say that his people had been on the Nanteos estate for 200 or 300 years, and they are there still. I have made a note with regard to game. There is some feeling with regard to game. I heard that people had been turned out from their holdings on one of the estates (I have only heard of one or two instances) in consequence of some little act in connexion with game, but I think there are not many cases of that kind. Then I have a note with regard to farming. I am told by middle-aged people, and by people who sell lime and manure, that farmers do not now cultivate nearly as well as they did a generation ago. As to the present depression, I think we have been informed by Sir William Harcourt, and at least by one other member of the Government, that it is only temporary, and that it will pass away. It is said that the rents are too high. From inquiries I have made I find that the general return is about 3 per cent. upon the value, and I do not think that is too high. A man may invest his capital in very good security at 3 per cent.

49,436. Then the original amount given for the land is perhaps too high?—That again is met by the fact that there are plenty of buyers if you put property on the market.

49,437. I did not quite understand your point before, but now I follow it?—If you put property on the market, and the highest bidder gets it, he has bid only a few pounds, perhaps 5*l.* or 10*l.*, more than the man next to him. There is always competition for land. I certainly do not think that 3 per cent. is too high. I am told that if deductions are made for houses, land frequently will not pay more than 1 or 2 per cent. at the outside upon the original capital.

49,438. I think, if I clearly understand your point, it is this: assuming the land to have been sold in the open market, the rents are about 3 per cent. upon the purchase money?—That, I think, is about the average.

49,439. Therefore, upon that showing, the rents would have to be high?—Yes.

49,440. That is your point?—Yes. My suggestion for a remedy, or rather it is a remedy

Sir *John Llewelyn*—continued.

suggested by good farmers, is better cultivation. Of course the tenant will say, "I am not going "to improve my farm unless I have some secu- "rity," and therefore it becomes necessary that there should be security. Some people have gone as far as to say that the tenants should in this country almost share in a sort of freehold, a permanent fixity of tenure, but I do not think that has any great hold upon the farmers in the north part of Cardiganshire.

As to a land court I have no great liking for it, but, as one of the most promising of the younger Nonconformist men in this county put it to me the other day, landlords require protection from a good number of bad tenants, and therefore the land court would tell both ways, but I do not think many people would come to a land court.

With regard to competition, it is keen, but I am not sure that it is keener amongst farmers than it is amongst tradespeople. I can speak as to the competition amongst printers as being ridiculously keen, and it is going on at a fine pace We have heard about the land hunger; it has been said there is competition amongst tradesmen; there is hunger for everything; there is a hunger for trade; there is a hunger for houses in towns; there is not a house to be let in this town now, and there is a great danger that people will very soon do what they did 20 years ago, run up rents, and then there will be a relapse, as we had some 15 years ago.

Farm labourers' wages I suppose have quite doubled in a generation, and rates have increased, but seemingly the landlord is the only person who is to be sacrificed. Then the law expenses in connexion with the transfer of land are very high, unreasonably so. With regard to the religious differences, no doubt there are differences on religious matters as in respect of all other matters, but I do not think there is any real oppression, except possibly in a rare instance there may be something like oppression. I doubt, for instance, whether many Liberal Nonconformist landlords have Church tenants. A couple of days ago I had a conversation with a gentleman holding a high position in this county who is a Churchman, and he told me that on his estate there are three Nonconformists for every Churchman. I wish myself that the landlords would get more into touch with the Nonconformists. When Nonconformists have meetings in chapels, I mean social meetings, or literary meetings, or anything of that kind, you do not often find the squire there, either sitting down in the crowd, or taking the chair. I think it is a great mistake on their part to hold themselves aloof. They are in touch with the clergyman of the parish, but they are not, as I think they ought to be, in touch with the Nonconformist minister, who is quite an influential man in every district. It is my fortune to know many Nonconformist ministers, and my experience of them is that they are very good fellows.

I find, speaking from a personal point of view, that farmers do not read much Personally, of

Sir *John Llewelyn*—continued.

course, I wish they would read more. If they did read a good deal more they would certainly be able to hold their own in the outside world better. There is plenty of all kinds of literature for them. In connexion with this point I have a note with reference to that very excellent report issued by Mr. Lleufer Thomas on the condition of the agricultural labourers. I have only been able to dip into it a little now and then, but I think it is most interesting and most instructive. Unfortunately he has been too fair in preparing that report, and consequently it is not taken up by either landlord or tenant. Had he slashed at the landlord, he would have been hailed as the saviour of this country; had he, on the other hand, declared that the farm labourer was a worthless being and would not work, and all that sort of thing, he would have been set up as a county magistrate very soon, or something like that.

I feel rather strongly in favour of light railways, especially in Cardiganshire. I think a railway up to Devil's Bridge would possibly pay, and it would certainly be a great convenience. It would undoubtedly carry thousands of people in the summer time, while another railway along the coast to Cardigan from here would be most useful, and possibly one from Aberayron to Lampeter, and, if you like, another further down towards Llandyssul. In considering the question of light railways in their application to Cardiganshire, it is well to bear in mind that a very large number of visitors come here in the summer time, and they would naturally patronise the railways—a thing which would not occur in inland counties. I believe that the little railway from Machynlleth to Corris issues (I am speaking now from memory) something like 30,000 tourist tickets in the summer season, and, of course, Machynlleth is not a watering place. People have to go to Machynlleth either from Barmouth or Aberystwyth or some other place inland before they get to the railway at all.

Mr. *Grove.*

49,441. Are you a landowner?—No, I am not.

49,442. Do you farm any land?—No.

49,443. Then may we ask what you are?—I am a newspaper proprietor and printer. I am in general business in that way.

49,444. Of what political colour is your newspaper?—Conservative.

49,445. Do you object to the evidence of Mr Vaughan Davies?—No.

49,446. On what ground do you object?—I do not object at all to it.

49,447. But you mentioned his name?—Yes, what I do say is this, that these are the people who are agitating. I do not object to the evidence he gave. I had prepared my notes for the evidence before Mr. Vaughan Davies had given his evidence.

49,448. You mentioned his name, did you not?—Yes, I did.

Mr. *Grove*—continued.

49,449. As being an aspirant for public honours?—Yes.

49,450. That did not come out in the evidence before us?—I am not speaking about what he said. I heard his evidence by chance, but I had made my notes before. What I say is that it is not the farmer pure and simple who is promoting the meetings. I may go further. I believe that the county council of Cardiganshire endeavoured, and did convene certain meetings, or try to hold meetings, but I believe they have almost all failed.

49,451. Then you say that the tenants in this country are fairly safe?—On the large estates they are, certainly.

49,452. But the landlords may die, and also there have been very large sales of property, which must be considered. You do not deny, I suppose, that a great deal of property in the county generally has changed hands by sale?—I do not know whether you will have evidence before you to-day, but I have heard of one case of the kind; two farms were sold, and I am told that one fetched a much higher figure than the other, simply because it was better farmed.

49,453. But that does not touch the point. You are speaking about the safety of tenant farmers' security of tenure?—Yes.

49,454. That may be interfered with by the death of a landlord, may it not?—Yes.

49,455. It may be interfered with by the landlord selling his property?—Yes.

49,456. And getting into the hands of a new owner?—Yes.

49,457. Then do you not consider that security of tenure is desirable?—Yes, I have said so.

49,458. Do you think that a tenant ought to be paid for the improvements he has effected?—Certainly. I have a note of that here, but I do not know whether I mentioned it.

49,459. And you also think that a land court may be beneficial in some respects; that is, you would allow the good landlord and the tenant to settle matters together, and not go before the land court, and you would also have the land court in case of need, where there was a dispute?—I see no more objections to a land court than I do to a county court.

49,460. A county court is very objectionable, I think?—Only to people who are obliged to go there.

49,461. That is it exactly; only for people who are obliged to go there?—Yes.

Mr. *Griffiths.*

49,462. Is it not a fact that the tenant farmers are rather afraid to come forward to give evidence. You say you have had a good deal of experience with them?—I doubt it. I thought of saying something about that. I doubt whether they are really afraid, and yet I will not say they are not. You can realise what you cannot explain.

49,463. Are you aware of the number of farmers that came yesterday before us at Aberayron?—No, I was not down there. Was it a large number?

Mr. *Griffiths*—continued.

49,464. We had 48 before us; or I should say 40 of them came forward?—That would prove that they were not afraid, and that would be proving my case.

49,465. They were freeholders chiefly, I believe?—I know this, that some of the landlords have told me that they wish some really good farmers—men in the confidence of their neighbours—would give evidence.

49,466. Quite so, but the distress those people were in made them come before us?—Yes.

49,467. You named one case yourself, I think?—Yes, there are cases, but there are comparatively few.

49,468. Why did not that farmer come here himself with regard to the question of this drainge. Did you not ask him to come forward?—No, I did not.

49,469. Have you any reason that you can mention why he did not come forward?—No, I do not know why.

49,470. You say that the rent has been raised. Do you know of cases where the rents have been raised on the tenants' own improvements?—There is that one case; I know that; I mean to say I have confidence in the man.

49,471. Do farmers often have notice to quit?—I should say not. I believe not. In connexion with that I may say that I have reason for believing that on the Nanteos estate, which is one of the large estates, since Mr. Lewis, the present agent, has had the management, there has not been one change in consequence of a dispute. On the Crosswood, which is an estate that is larger still, during the time that Mr. Gardiner——

Sir *John Llewelyn.*

49,472. Do you know these matters of your own knowledge?—How could I know them of my own knowledge? I challenge anyone to contradict them.

49,473. Yes, very likely, but we would much rather you would confine yourself to things that you can speak to of your own knowledge. You see people might be forthcoming to speak to things themselves, and it would be far better that we should have it from them?—I admit that is quite so.

Mr. *Griffiths.*

49,474. You said just now, I think, that tenant farmers and owners farmed both alike, and that if anything the tenant farmer farms best?—Well, I will not say that; I think they farm much alike. What I say is, that a good farmer will cultivate his land well whether he is a tenant or an owner. A good man will work well anyhow.

49,475. But do you think that the tenant farmer who has no security can farm as well as a man that has his own holding?—He can, but——

49,476. Provided he has the means of doing it. We had a case to-day where they had no

Mr. *Griffiths*—continued.

means to do it?—I believe the farmers are comparatively poor, but still they can improve their cultivation a good deal.

49,477. Yes; but where a man has got the capital, do you not think he would be farming better on his own farm than on another person's?—Certainly, if he is a good farmer he will. I meant to have mentioned that I am strongly in favour of loans for purchase. I have a notion, too, that leases would be good—giving a man 15 years. If he could not arrange with his landlord for a renewal, he could run out his farm; but that is bad again, is it not?

Mr. *Grove.*

49,478. Yes, rather bad?—I do not find leases are much in favour

Mr. *Griffiths.*

49,479. As a printer, I suppose you can tell us with regard to the number of cases of prosecutions for game in the district?—No, I could not.

49,480. I should have thought you would have attended the courts, and would know?—Personally I do not attend them. I hope I am not out of order now in stating that I think continuous abatements have a very bad effect, because it makes a farmer almost look forward to the abatement rather than to good cultivation. It would be far better for a landlord, if he thinks it reasonable, to make a reduction.

49,481. A permanent reduction?—I think so, indeed. You see it is tempting a man to do badly almost, in order that he may get an abatement; you know the feeling a man has. I am told also that farming pays even now. I am told of people who can make both ends meet. I am not going to press that matter, of course.

Mr. *Griffiths.*

49,482. We will take your opinion for what it is worth, but opinions of experienced farmers differ very much from you, I am sorry to say?—What they say is that they do not make the profits that they used to, that they think they are entitled to make.

49,483. No, that they cannot go on under present circumstances; that is the story we have heard?—But they do not fail. How is that?

Sir *John Llewelyn.*

49,484. It is best not to argue, but answer the questions that Mr. Griffiths puts.

Mr. *Griffiths.*

49,485. Is not the county council composed of men of various opinions?—Politically, yes.

49,486. You said the county council had taken up this question, I think?—Politically, our county council is predominated by the Radical party.

Mr *Griffiths*—continued

49,487. So that the rest have no voice at all?—Not much. They may have some little influence, but not much voting power.

49,488. You have spoken with regard to the landlord, and said that he wanted protection; in which way?—There are plenty of cases, I think, where tenants simply run out their land.

49,489. But what we have seen are very restrictive agreements?—They are never enforced, are they? Pardon me for asking the question.

49,490. As a rule we find them enforced?—As a printer I have printed a good many.

49,491. As a printer do you find sales more frequent than usual?—No; but I have seen clauses in the agreements to the effect that a man must give a goose, or something like that, at Christmas, and he must keep a dog for the landlord. Well, there is no harm in it surely?

Sir *John Llewelyn.*

49,492. It is taken into consideration with his rent, I should think?—Yes, that is so.

Mr. *Griffiths.*

49,493. Do you consider it a hardship for the tenant to have to go to church?—I have very strong views with regard to church matters. I go in for disestablishment, although I am a Churchman. I think it is a cruel thing to compel any man to go to a place of worship that he does not wish to go to. I do not think landlords care very much whether a man goes to church or chapel.

49,494. We have had many cases on different estates?—Yes, but you get probably one out of 50.

49,495. Do you consider education is well carried on in a place like Aberystwyth?—We are specially well favoured with regard to education.

49,496. I understand that you say that cultivation is somewhat neglected?—Yes.

49,497. You mentioned some of the witnesses we have had before us, such as Mr. Gwilym Evans, Mr. Vaughan Davies, and others?—Yes.

49,498. Did you read their evidence?—I have seen the outlines in the newspapers.

49,499. Did they not state in their evidence that they came forward on behalf of tenant farmers, who are afraid to come forward?—Yes, and I think that they have been working up these cases themselves, have they not? It is not the case of farmers coming forward spontaneously without it being worked up.

49,500. Do you deny that statement which they made to us; do you say that it was false?—That they appeared for farmers?

49,501. Yes?—No, I certainly do not. What I say is, that you can easily work up a thing, and then get people to say that you represent them.

Mr. *Grove.*

49,502. Have you not been working up this yourself?—No one knew that I was

Mr. *Grove*—continued.

coming to give evidence until now, not a living soul, except the officials of the Commission; so that no one should know of it I have done all my own copying, and kept the thing strictly private. I myself am descended from some peasants and farmers, and my sympathies are with the farmers and with the workmen.

Sir *John Llewelyn.*

49,503. The following questions are handed in by Mr. John Evans: "Do not freeholders "with capital farm better than tenant farmers?" That question has been asked already?—Yes, some of them do, and some make money, and some only keep on as long as the money lasts. We have known freeholders go to the dogs.

49,504. "Is not the fact that most freeholders "do not farm better due to heavy mortgages "and want of capital?"—I have no doubt it is, and that would support my contention in favour of a loan.

Sir *John Llewelyn*—continued.

49,505. "Do you not know of an estate in "this neighbourhood where every tenant but "two has been evicted since the present owner "came into possession about 12 years ago?"—I have not heard of any case of the kind. It is a strange thing if it is so.

49,506. "As to farmers reading, could you "give approximately the circulation of the "'Baner' in this county?"—No, I cannot; but it is a well circulated paper. I think the "Baner Fach" has a very wide circulation here, but I do not think that it is the agricultural news and intelligence of that kind that people read mostly.

49,507. I suppose your paper is English, is it not?—Yes.

49,508. And probably the Welsh circulation is larger than the English?—The "Baner" has a wide circulation. I think it goes everywhere.

The witness withdrew.

Mr. Richard Theophilus Evans called and examined through an interpreter.

Sir *John Llewelyn.*

49,509. Does this statement contain your evidence, and is it correct?—This is a translation of my Welsh evidence, and, so far as I know, it is correct.

The following statement of the witness was read:—

Evidence of Richard Theophilus Evans, of Abertrinant, Llanfihangel y Creuddyn.

Many think that the present cry for improvement in the land laws in Wales is the cry of Liberals and Nonconformists only, but I can assure you that Conservatives and Churchmen call for it as loudly as the Liberals.

There has been a prosperous age for the Welsh farmer, but by to-day the cloud of adversity hangs over his head. Rents and taxes have increased and business has decreased. About 20 years ago wheat, barley, and oats, were nearly double the price they are now; cattle also have gone down to nearly one-half. Butter, wool, and everything that brings gain to the farmer have gone down, so that his receipts do not amount to one-half what they did years ago. But rents are to-day as high as ever with a few exceptions.

The first complaint I call attention to is the impossibility for labourers to obtain a little land to keep a cow. Labourers in our neighbourhood have tried every means. I failed to secure a little land to keep a cow, so that they could have milk for their maintenance, while there is plenty of land close by, were it not that the lust of the owners prevents them giving it.

In the second place, I call attention to the way in which land is added to land, or farms are added to each other. About 25 of these have fallen into ruins within the last 50 years. Earl Lisburne added eight of them to the Lodge farm, and there are not as many labourers on the whole of the land now as were kept on Lodge farm about 50 years ago. There were 20 teams of horses on these farms at that time, but now there are only five. As a rule, it is the smaller farms that have fallen into ruins and been added to the larger farms, and those smaller farms stand, as a rule, on higher ground. For the first years, these places having been well cultivated, paid splendidly by fattening sheep on them. By to-day, however, they have completely changed, the cultivation has worked out, the land has become wild, and thorn and gorse now flourish where abundant crops of corn once grew. As the farms go down in this way the population decreases, the people having to remove to the works to earn their living, and the landowners have been obliged to lower the rents of some of them, as the tenants were unable to pay for them.

The farmers are also in need of more and better buildings on their farms. If they had convenient buildings the farmers could fatten their cattle instead of selling them off as store cattle for English farmers to profit by their labour. Farmers in our parish are obliged to leave some of their cattle out through the winter for want of suitable buildings.

In the fourth place, I call attention to the land which the Earl of Lisburne keeps for breeding rabbits. The Earl of Lisburne keeps over 300 acres of land in this parish, about 1,000 acres between the parishes of Llanafan and Gwnnws, almost entirely for rabbits, while workmen close by fail to get 3 acres to keep a cow. And great is the destruction wrought on farmers' sheep dogs on the borders of this land through being poisoned and shot, and I remember seeing a pig belonging to one farmer poisoned, when no doubt the poison had been placed there for the purpose of killing the farmer's dogs. Most of the farmers desire the absolute repeal of the Game Act.

Sir *John Llewelyn.*

After asking all the farmers in our district for their opinion as to a Land Bill, they one and all expect a Land Bill from the Government, which will give them enouragement to farm and improve the land better than they do at present. It is now useless for them to farm the land as they ought, as a notice to quit or an increase of rent would perhaps be the consequence. Farms in our parish have been sold for high prices because the tenants had improved their condition, and so the landowners have reaped the benefit of the tenants' cost and labour, and the tenants have been left without a penny of compensation in the end. Others, again, without receiving any repayment for their cost and trouble, have had to quit for no reason except that they farmed well.

The agreements of some of the landowners are a shame to gentlemen. The Nanteos tenants are under obligations to keep dogs for their landlord and to place their horses at his service when required. The Fronfraith tenants also are obliged to rear dogs and hens for their landlord when required, to lime some portion of the land every year, and to quit on six months' notice; no compensation is given to them, and they are not allowed to plough the same quantity as usual to get back some of the expense they have gone into.

Many a farmer has had to leave his farm lately because the farm was too dear. Nearly all the farms that have become vacant during these later years have been taken by artisans or tradesmen, who keep servants to work on the farms while they follow their own calling.

The farmers want a Land Act that will provide security of tenure, or, if a tenant is obliged to leave, that he will be repaid for his cost and labour. Most of the farmers are desirous that the rents should be made to vary according to the state of trade for the time being, so that the landowners should suffer the hardship as well as themselves. I believe that the landowner, any more than the tenant, ought not to be allowed to value the farm, but that a land court ought to be established by the Government, and then that men well versed in the value of land should be appointed to fix the rent.

Mr. *Griffiths.*

49,510. Then you consider that politics have nothing to do with this depression; it does not matter whether they are Conservatives or Liberals, they all suffer alike, do they not?—It is the same.

49,511. The first complaint you mention is that labourers cannot get land to keep cows. Have they tried on any estates to do that?—Yes.

49,512 And have they failed?—Yes.

49,513. Could you mention the name of the estate?—Lord Lisburne's estate and Mr. Bonsall, of Fronfraith.

49,514. Do you keep any labourers yourself?—I keep two at present.

49,515. Do they keep a cow?—One of them keeps a cow and the other does not.

Mr. *Griffiths*—continued.

49,516. Which of the two does best?—The one who keeps a cow.

49,517. Do you think the other would like to keep a cow as well?—No, I do not think so.

49,518. The circumstances may be different, his wife may not have been brought up to it?—No; circumstances do not allow of it.

49,519. Would you be willing to part with two or three more acres of land out of your farm to settle him down too?—Yes, I would at any time.

49,520. The reason why I ask that question is, it has been brought before us that the farmers are not willing for the labourers to have land?—We on our farm let land to three so that they may keep cows. Three different people keep cows.

49,521. Do you get any hired boys for the year?—Yes.

49,522. Which do you think is the most attached to the land—the workman or the hired labourer?—The two are of quite different worth; the labourer only labours, that is, at making hedges, working in harvest time, and so on, and the servant man goes with the horses—follows the horses or serves the horses.

49,523. But is it not a fact that the hired servant can pack up at a few hours' notice and be off while the labourer is tied down to the land?—The hired servant must give a month's notice first.

49,524. What are the terms with your tenant?—I have no conditions—only that they have to pay the rent.

49,525. Can they leave at a month's notice, too?—No; they can leave either at Michaelmas or at May.

49,526. Then they are more settled upon the farm than the boys are; that is what I wish to make clear?—Yes.

49,527. You think by the consolidating of farms there is less labour required and there are less horses required—less teams employed?—Yes, a great deal less.

49,528. Does that tend to the depopulation of the neighbourhood?—Yes.

49,529. Are you troubled much with rabbits?—No, not now, but many years ago they gave us very great trouble.

49,530. Why do you not kill them?—We do kill them now.

49,531. Does any other game trouble you besides the rabbits?—Not at present, but they have been troubling us a great deal, and, with regard to the adjoining farmers, they give them much trouble now.

49,532. If they do not, why do you wish to abolish the Game Laws?—Because they do so much harm to the district and to the country generally.

49,533. Then you speak for your neighbours as well as yourself?—Yes.

49,534. Do they not kill the rabbits the same as you do?—Some of them do.

49,535. Why do not they all?—Perhaps they are too much afraid of Lord Lisburne.

49,536. Does not the law protect them?—Yes, but they are too much afraid of the lord; he

Mr. *Griffiths*—continued.

might give another excuse at the end for turning them out of the farm.

49,537. Then they are more afraid of offending him than they are of breaking the law?—Yes.

49,538. Do you consider that every farmer should be paid for all the permanent improvements he makes?—Yes.

49,539. Are not the farmers in your neighbourhood at present in a position to farm well?—No, they are not.

49,540. Why?—Because, after they improve their farm perhaps it will be sold or the rent will be raised.

49,541. Does the fact of so many farms being sold in the neighbourhood prevent more produce being raised on the farms?—Yes, I believe so, and I think that the constant oppression of the landlords has killed the ambition of farmers.

49,542. Do you know of any instances where farmers have had to leave without compensation for these improvements?—Yes.

49,543. Can you name any?—Yes. Evan Evans, Glennydd, left about 20 years ago, and John Morgan Jones, Cwmnewidion Mill, left in the autumn of 1892.

49,544. Do you know of any that have had to quit their farms altogether?—Those two had to quit their farms altogether.

49,545. What was the reason given?—Although both of them had asked several times, they failed to get any reason.

49,546. But yet they had to leave?—Yes.

49,547. Were they considered good farmers in the neighbourhood?—Yes, Evan Evans was.

Mr. *Grove.*

49,548. What is the acreage of your farm?—300 acres, nearly.

49,549. What rent do you pay?—From 125*l.* to 130*l.*, I think. I am the tenant's nephew.

49,550. Then there is a good deal of rough land in that, is there?—Yes.

49,551. Do they get any abatement?—Not to my knowledge; we have never received a halfpenny, and I feel quite sure that it is so.

49,552. In speaking of the low price of produce you mentioned butter: has butter gone down in price as much as other things?—No, butter has not gone down so much as the other articles mentioned.

49,553. Do they not get a fair price for their butter now?—I consider that we get a very good price for butter if only the rent corresponded to the price.

49,554. Has there been any county council butter school started in this part?—I am not sure about the county council, but something has been done in connexion with the Aberystwyth college.

49,555. Do you think that the land would be better cultivated if there were smaller holdings?—Yes.

49,556. And you think there ought to be security of tenure?—Yes.

49,557. Do you think there ought to be longer notice than there is now when the tenant

Mr. *Grove*—continued.

farmer wants to leave?—No, I only believe that he ought to be paid for his improvements.

Sir *John Llewelyn.*

49,558. There are some questions handed in by Mr. H. L. Stephen. The first is: "Do you "know why seven farms were consolidated to "Lodge farm"?—For the simple reason that it was good land; a convenient lowland, and very convenient land to cultivate.

49,559. "In whose occupation is Lodge farm?"—Lord Lisburne has had it for the last 60 years.

49,560. In his own hands?—Yes, the Lodge farm.

49,561. "Are the 300 acres given over to "rabbits on Lord Lisburne's estate capable of "cultivation"?—No, not all of the 300 acres, but a good part of it has been very good land, and they have had very good crops on it.

49,562. I suppose Lord Lisburne thought he would make more money by the rabbits, did he?—Perhaps he did so, but I do not think he does do so by the time he pays his keepers.

49,563. "Do you know of any tenants on the "Nanteos estate being compelled to keep dogs "who were not willing to do so?".—No, I have not heard of anyone, but everyone is prepared to do so for fear of them.

49,564. I suppose it is part of the old custom of the estate, is it?—Yes, I suppose so, from the time that oppression has been rife in Wales.

49,565. Do you not think that that kind of thing is taken into consideration in fixing the rent?—No, I do not think so. I think they have regarded it as a very small thing.

49,566. Are there many farms on this estate?—The Nanteos estate?

49,567. No, the other estate I am talking of now—in this neighbourhood. Are there many farms in this neighbourhood on the estate of Lord Lisburne?—Yes, there are very many.

49,568. Has there been any improvement in the butter in this neighbourhood since these schools were established?—No, I do not think so.

49,569. Has this rabbit warren you speak of been fenced off from the other land so that the rabbits cannot get through?—In some parts it has been so enclosed, but not in other parts.

49,570. Do they do any damage to the farmers' crops where they get through?—I hear the tenants complaining greatly.

49,571. Are they not allowed to catch them if they come in there?—Yes, but their dogs are poisoned if they happen to have a dog which is good at catching rabbits.

49,572. Can they not trap them?—The law does not permit trapping on the boundary. They would have to go before the law if they set the traps on the boundary wall, at any rate.

49,573. I suppose the keepers are very well respected in the neighbourhood?—There is no respect, but they are afraid of them.

49,574. You speak with regard to the dogs being poisoned. Do not those dogs that you are obliged to keep sometimes pick up the poison?—They pick up the poison, so far as I know; that is what they do.

Sir *John Llewelyn*—continued.

49,575. I do not mean the farmers' dogs; I mean the dogs that are sent by the landlord for them to keep?—I have never heard that such is the case on the Nanteos estate—that the dogs are ever poisoned.

Mr. *Grove.*

49,576. One question with regard to the Ground Game Act. By section 6 you can

Mr. *Grove*—continued.

employ spring traps in rabbit holes. The words are these: "And no such person shall, for the "purpose of killing ground game, employ spring "traps, except in rabbit holes." Do you know the Act?—I have never read it through, but I have heard parts of it from this man and the other.

49,577. It is not much to read; it is very short?—Yes.

The witness withdrew.

Mr. David Owen Edwards called and examined through an interpreter.

Sir *John Llewelyn.*

49,578. What is it you wish to say?—I will read the little that I have prepared in Welsh, which I have here.

49,579. If you will hand your statement to the interpreter, he will translate it into English.

49,580. Where is Glandovey?—It is between Cardiganshire, Merionethshire, and Montgomeryshire.

The witness's statement, which was written in Welsh, was translated and read by the interpreter as follows:—

See 73,663 —73,702.

"The evidence of David Owen Edwards, Talybont, Glandovey. I wish to give evidence with regard to: (1.) Unfair rents. (2.) Raising the rents on tenant's improvements. (3.) Overvaluing lands in sales. (4.) Common lands. (5.) Tithe Act, 1891, injurious to farmers. (6.) Landowners and liberty of conscience.

First, unfair rents.—Small farms are much dearer than large farms. When tenant of Sir Pryse Pryse, Bart., of Gogerddan, I paid a rent of 10*s.* an acre for 31 acres, whilst a large farm of over 300 acres paid only 5*s.* an acre, and was much better land. Also farms are consolidated to form a large farm, which is a great mischief to agricultural trade. Many of the large farms are left to get wild and unproductive, because there is too much land in the hands of one person, and it does not produce one quarter of the produce which it would were it cultivated as well as the small farms.

For 11 acres of land, 22*l.* is paid by Mr. D. Davies, Talybont, whilst the farm of Pen'pontbren, the other side of the road, is only 1*l.* an acre. For land taken on lease the value of 1*s.* a year, Capt. J. Hughes, Talybont, was obliged to pay Sir Pryse Pryse 1*l.* 10*s.* a year, and in 60 years he had paid 90*l.*, and the house and land had become the property of Sir Pryse Pryse. For the farm of Bwlchglas, John Jones paid a rent of 54*l.*, and he gave 20*l.* the last two years from his capital to assist the produce of the farm to pay the rent. His landlord, Mr. Roberts, received 50*l.* a year from the peat company which is on the farm for the working thereof.

Sir *John Llewelyn*—continued.

I wish to call your attention to the harsh treatment of the landlords in charging excessive rents for mining properties in the north of Cardigan, which has produced a great loss to farmers, as the inhabitants are obliged to leave the district in consequence of want of work, and Sir Pryse Pryse makes J. Fell, Esq., pay 50*l.* a year for Esgairhir, and no one has been working there for years——

49,581. I suppose that land is let for cutting peat, is it?—No, it is hilly land; it is a sheep walk.

49,582. I did not quite understand the last sentence. What I should gather from that is that he lets it for cutting peat, and therefore it is no longer agricultural or sheep pasture, but I do not know quite what it means. It is something other than agricultural land?—They have raised peat there, but they do not do so now; they have not done so for years.

(*Statement continued.*)

And many of the other works have been destroyed. In 1876 the rent of Llechweddmawr was raised from 45*l* to 97*l.*, it being a sheep walk of Sir Pryse Pryse's; Dolrhyddan from 70*l.* to 100*l.*; Camdwrmawr from 52*l.* to 96*l.* The price of a wether at that time was 25*s.*, the price of a ewe 18*s.*, and of wool 1*s.* a pound. Last year the price of a wether was 16*s.*, of a ewe 9*s.*, and of wool 7*d.* per pound.

The rent is raised on the improvements of the farmers. In 1849 Thomas Davies, of Braichgarw, paid 5*s.* rent, the alleged property of Sir Pryse Pryse, which was afterwards increased to 1*l.*, and afterwards, in 1854, to 4*l.*, and in 1876 to 8*l.*, by Mr. Davies, of Frood Vale, Sir Pryse's valuer, and in 1892 to 10 guineas.

In 1820 my grandfather, R. Morgan, became Sir Pryse's tenant, and he took Felinfach; the rent was 8*l.*; in 1824, 50 per cent. was added, and in 1876 28 per cent. again was added. My grandfather built the barn, and my father again built the outbuildings, and he did the wood work in connexion with the dwelling-house, without receiving payment or acknowledgment, only the acknowledgment of the valuer in 1876, namely, raising his rent 28 per cent.

In 1879 Mr. D. Edwards took Llettyllwyd at the rent of 75*l.*, when the old tenant, Thomas Delahoyde, was turned out, after he had spent hundreds of pounds on the farm, without only 100*l.* compensation. The same treatment fell to Edwards, after he had been farming the place well: he received six months' notice to quit, or to have an increase in the rent of 15*l.*, without having received any compensation for his labour.

In 1876, when Mr. Davies, of Frood Vale was valuing the estate of Sir Pryse, when valuing a particular field the farmer told him that he paid 2*s.* 6*d.* an acre for that land, and that it was his labour which had brought it into such a condition. The valuer said, 'I do not "take that into consideration; I have been "sent by Sir Pryse to value his land as I find "it to day."

I would ask you, gentlemen, to allow me to suggest that the complaints of the oppressed and the unprotected farmers should appeal seriously to you as Commissioners, to see that justice is administered between farmers and the landlords, and if the Government does not stretch forward a proper salvation soon to the farmers, their circumstances will oblige them to take an independent course in order to get their rights. There is wanted a land court to administer justice; security of tenure; compensation for improvements; and that all the game should become the property of the tenant as well, because he has to feed them, and he ought to have the creeping animals and birds; also an agreement of 12 months on the part of the tenant and on the part of the landlord as the law stands, and what is the good of a law unless it can be put in force.

Then there is over-valuing at time of sale. The number of those who have bought farms as freeholds is very great in Cardiganshire, and it is necessary for the Government to make some reasonable preparation to meet the wants of those when the landlords have sold these farms higher than their value, and as the value of land is sure to come down the burthens of this class will be increased.

Captain J. Hughes bought a house which was built on a lease of 60 years. A reasonable price for the land on which the house was built was 1*s.* a year, but he was bound to pay 1*l.* 10*s.* a year. After 33 years of the lease had expired it was put up for sale and sold for 55*l.* So 104*l.* 10*s.* was paid for a piece of land of the value of 1*s.* a year. There was a farm which was held by my family in 1820, the rent of which was 8*l.* then; in 1824 the rent was increased 50 per cent., and in 1876, 28 per cent.

Mr. *H. L. Stephen.* This is hearsay, Sir John, and it is anonymous. I do not think it is relevant.

(*Statement continued.*)

When those tenants had made improvements in cultivating the land and putting up buildings the place was sold for 500*l.*, to the advantage of the landowner by at least the sum of 250*l.* on the labour of the tenants. After examples of this kind it is necessary that the Government should make an adequate preparation to meet the wants of this numerous class.

Common land. In the parish of Llanfihangel Geneu'r Glyn, there are about 100 acres of common land, which is called Braich Garw. It is said from time to time that Sir Pryse Pryse, Gogerddan, was going to divide it, but the inhabitants did not believe it was possible that such a thing could be done. Still, in the year 1893, he made a bold attempt to divide and enclose it, as if he was the owner, but the people awoke to defend their rights, and wood and wire were carried to do the work, and men were hired to enclose the place, but these men were obliged to go away without enclosing, and the agents threatened to punish. There was many an amusing scene in the place with regard to this matter, and Sir Pryse Pryse and his agents were, to their disappointment, obliged to yield. In 1801 a squatter's cottage, 'Ty unnos,' was built on the land, and in 1852 this house was rebuilt, for which now Sir Pryse Pryse wants a rent. It is said now that hundreds of acres of this land have been stolen from time to time. I should like to call the attention of the Commissioners to this history, that such an effort as this has been made to take possession of the land of the people. Is a wrong of this kind less with landlords than with someone else, or is the old piece of poetry true—

"Ni chaniateir pe bae
I ddwyn yr wydd oddiar y cae,
Ond caniateir yr rhwydd
I ddwyn y cae oddiar yr wydd."

The fact of the Tithe Act, 1891, being injurious to farmers. Before this Act was passed farmers had 10 per cent. reduction in tithe, but they do not receive it now that the tithe has been put on the landowners. This is a law which has a very oppressive effect upon farmers because they are too much afraid of the landowners to ask for their rights. It was easier for the farmers to carry their burthen at that time than it is now. With regard to landlords and liberty of conscience ——

The *Witness.*

I have two examples of that.

Sir *John Llewelyn.*

49,583. Are they cases which you know of your own knowledge?—Yes, John Davies of Braichgarw, to whom I have referred, had received notice to quit Braichgarw from Sir Pryse Pryse's agent, and he asked the agent what was the reason of this, and he said it was because he had been assisting the people to pull down the enclosure of the common. Then Evan

Sir *John Llewelyn*—continued.

Jones, of Bwlchyddwyallt also received notice to quit the farm, and it was presumed, and there was every ground for so believing——

Mr. *H. L. Stephen.* This is hardly evidence, it is only what was presumed.

Sir *John Llewelyn.*

He says there is every ground for believing.

Mr. *H. L. Stephen.* What there is ground for believing and what was presumed is not evidence.

Sir *John Llewelyn.*

He can speak to the common talk of the neighbourhood, if he knows that it was so of his own knowledge.

The *Witness.*

Yes, I do.

49,584. What was the common talk of the neighbourhood?—This is how it started with regard to Evan Jones. The Talybont people combined to prevent Sir Pryse from enclosing, and they went to collect subscriptions in order to have a drink after returning home to Talybont, and one of those who collected subscriptions put down that Evan Jones, at the head of the list, had promised 10*s.*, and some of his neighbours, who were in favour of Sir Pryse, went to tell that about Evan Jones. That is the reason I have heard from his brother; his brother told me.

49,585. Do you suggest that Evan Jones took out his 10*s.* worth in drink?—No, he did not take anything; but that was merely a form of appearance in order to get money.

49,586. In what way is that suggested as the common talk of the neighbourhood, as to why he was turned out of his farm?—Evan Jones told Sir Pryse that he should give half a crown to the people so that they should not break down this enclosure. Sir Pryse with regard to Evan Jones was misled by the people, and after Evan Jones had quite made every explanation of how things had arisen between him and the people, the place was restored to him.

49,587. Then Evan Jones was not turned out?—No, he was not turned out. He received notice to quit.

49,588. But he explained matters, and was allowed to remain?—Yes.

49,589. Those are the two instances?—Yes.

Mr. *Grove.*

49,590. You speak of 1*s.* a year being paid for a house?—For land where the house was built.

49,591. Then you said they paid 30*s.* for that which was only worth 1*s.*?—Yes.

49,592. How much land do you take to be worth 1*s.* a year?—One must have a good deal of land of this description. It was river soil and wilderness—gravel soil.

Mr. *Grove*—continued.

49,593. You made another remark; you said that unless the Government gave some assistance the people would have to take an independent course in order to get their rights. What do you mean by that?—The miners, colliers, and quarrymen combine in order to get their rights, and if the Government does not take a merciful view to protect the unprotected farmers the farmers must form societies just as other workmen do.

49,594. Why have not the farmers got a farmers' club? Is there any farmers' club in your neighbourhood?—No.

49,595. Is there any co-operation amongst farmers at all?—Yes; but nothing of a very decided character.

49,596. Would you be in favour of a farmers' club, so that they might talk things over?—Yes, I would, because I feel very much that farmers are the most servile class in the country. I do not say this from any disrespect or disregard but as a worthy opinion of mine from my knowledge of them.

49,597. Do you think that co-operation amongst the colliers and the iron-workers has been beneficial to them?—Yes.

49,598. Then do you suppose that co-operation amongst the farmers might be beneficial also?—Yes.

49,599. You can speak very good English, I think, can you not?—No, I am not an Englishman at all; I do not pretend to be one; I am more loyal to my language and to my country.

Mr. *Griffiths.*

49,600. Do you not think that landlords should have a little more rent for small holdings where they lay out so much money in buildings? Do you not think that they should have more per acre than upon larger holdings?—Perhaps there may be something in that, taking into consideration the buildings, but small holdings are very much better cultivated than larger ones. With regard to the large holdings, the same person has too much land under his care to cultivate it properly.

49,601. Can you plough a small field as quickly as you can a big one?—Yes, if you can get a cheaper team of horses to go at the same rate, according to its size.

49,602. According to your opinion, then, a team loses nothing by turning, because they are turning all day in a small field?—There is a difference, of course, between short land and long land with regard to turning.

49,603. Can implements be employed as easily upon a small holding?—Yes, if they are serviceable to many they are sure to be serviceable to few.

Mr. *Griffiths*—continued.

49,604. With regard to the valuation of land, you say that rents are raised upon the improvements of the tenants?—Yes.

49,605. What was that land valued at which you suggest had formerly been worth half a crown per acre? Can you say what Mr. Davies valued it at?—27*s.* per acre.

49,606. He valued this land, which was formerly let at half-a-crown at 27*s.* an acre?—Yes, that was so. Half-a-crown was its value at one time, but after the tenant had drained it, and made certain other improvements, it was worth 27*s.*

49,607. Did the landlord do anything towards those improvements?—No.

49,608. The tenant did the whole, did he?—Yes.

49,609. And the consequence was that he had to pay the extra rent?—Yes.

49,610. Then you consider it unfair that the tenant was not paid for his improvements?—Yes.

49,611. It was rather worse than that?—It is a proceeding which destroys the farming. Farmers are not able to farm as they should in consequence.

49,612. Then you say, that unless the Government do something the tenants must combine. How do you propose that they should combine; what system have you in your mind? It is very easy for miners and quarrymen to combine, but what system do you propose for farmers?—It is quite as easy for the farmers to combine as well. If a tenant were to give up a farm because he cannot pay the higher rent, and he wants a reduction, and if all farmers were to do the same, and to have an understanding upon that, then the landlord would have no tenants.

49,613. But supposing they did that in this county, would they not come in from the next county?—Yes, but my idea is to extend it over Wales and over the whole world.

49,614. Then you consider that all the tenants should combine, that tenants of all kinds should be united?—Yes. Mr. David Edwards, of Llettyllwyd, had perfect means of taking an independent course on this farm, and if every one followed his example he would have been undoubtedly at Llettyllwyd, and he and others who sacrifice themselves for the rights of others suffer owing to the infidelity or unfaithfulness of others.

49,615. Then is this the position: if you wanted to have your rent reduced to-day, would your neighbours go in and try to take that farm before you could treat with your landlord?—Yes. It is a pity to say so, but there are several examples of that kind.

49,616. That is owing to this land hunger that we hear so much of. Is it an advantage for the landlord to reside in the locality?—Yes, it is a great advantage, inasmuch as the landowners are far more humane than their agents.

49,617. Then how would you keep them in the country if you take the game away from them altogether?—I consider that game is there to please some corrupt inclinations that exist in man.

Mr. *Griffiths*—continued.

49,618. Do you consider it was wrong in the Creator to bring the game into the world?—The great Creator has done everything in the best way, but men must apply and turn them from the high objects which he intended.

49,619. We are getting far from the question now. Supposing that you had the game upon your farm, would you try to keep some game there; supposing there were no keepers employed, would you try to keep some game still for your landlord?—No, I would not at all.

49,620. Would you like to see the game all destroyed, then. I should like to know your view?—Yes, as things are carried on now.

49,621. No; I want to know what you would suggest, according to the state of things which you propose?—I have destroyed all the rabbits on my farm, because I find that poachers come there at night and kill the sheep. That is an instance. I consider it a great blessing to get rid of all kinds of game.

49,622. Then what are they for?—I could mention a number of creatures who depend on them.

49,623. Is it the custom to revalue the land before it is sold, as a rule, and advance the rent?—The landowners have always their eyes open, and they take advantage of every opportunity, of course.

49,624. You spoke of some land being stolen just now?—An attempt to steal it.

49,625. By whom?—By Sir Pryse.

49,626. Are you sure that he has not purchased the right from the Government to this land?—From the Crown, do you mean? The Government has nothing to do with the matter.

49,627. Is it not Crown property?—No.

Sir *John Llewelyn.*

49,628. It is up above Glandovey, I suppose?—Talybont.

49,629. Is it in the county of Cardigan?—It is in Cynnullmawr, in the parish of Llanfihangel Geneu'r Glyn.

Mr. *Griffiths.*

49,630. The tithe is now put into the rent. Do you have any abatement of the tithe?—No, not now. Some get it, but it is not as general as it used to be.

49,631. Is not the abatement made in the tithe when it is added to the rent?—I know of some who pay the tithe themselves, and they receive nothing back.

Mr. *Grove.*

49,632. With regard to this land that you speak about, which they tried to enclose; how long have you known that land yourself?—I know it from my first recollection.

49,633. Then who had the right to go on the land, and what was done with it?—Everyone in the neighbourhood sent his animal there if he chose to do so.

Mr. *Grove*—continued.

49,634. And so far as you can gather, for a great many years there had been a right of common to the people living there?—Yes, and that is the evidence of the oldest people living in the neighbourhood now.

Mr. *Griffiths.*

49,635. Do you know whether Sir Pryse Pryse's agent is here to-day?—Yes, I know of two who are here.

Sir *John Llewelyn.*

49,636. The following questions are handed in by Mr. H. L. Stephen: "Did anybody ask "you to come and make a complaint here for "him." That means do you appear on behalf of anybody besides yourself?—There were two meetings at Talybont to prepare evidence for the Commission.

49,637. Do you come here as the spokesman from those meetings?—No, I was not appointed by either of them, but I called the first meeting.

49,638. Then the answer to the question is no, I suppose. The question is this "Did any-"body ask you to come and make a complaint "here for him"?—The people in the neighbourhood regarded me as a proper witness to come before you.

Sir *John Llewelyn*—continued.

49,639. That is not an answer to the question, did anybody ask you to come. It is not my question at all, but it is a proper question, I think. It is "did anybody ask you to come "and make a complaint here for him"?—No.

49,640. "Did Captain Hughes ask you to "come here?"—No.

49,641. "Did Captain Hughes give you any "information about the terms of his lease?"—Yes, he gave me every information which I have now explained.

49,642. "Can you give us no figures as to the "improvements done on the farm taken by "D. Edwards in 1879?"—I can say nothing beyond what the person himself told me that building the dwelling-house only, cost him at least 100*l.*

49,643. "In the last case you referred to as "an example of high rent, what were the names "of the tenant and the landlord?"—Mr. Roberts for Bwlchglas, and Sir Pryse Pryse for Llechweddmawr, Dolrhyddlan, and Camdwrmawr.

49,644. "When was the rent raised, and how "much was it raised?"—I have stated it in my evidence.

49,645. "Have you ever taken any trouble to "find out what Sir Pryse's title is to the land "you say he tried to steal?"—I had a reply from the office of the Woods and Forests, which was to the effect that the Government had nothing to do with it.

Adjourned for a short time.

Re-examined 73,691.

Professor Rhŷs here took the Chair.

Mr. John Edward called and examined through an interpreter.

Professor *Rhŷs.*

See evidence of next witness.

49,646. Where do you live?—Tyngwndwn, near Cwmerfin.

49,647. Are you a tenant farmer?—Yes.

49,648. Who is your landlord?—John Jones, formerly of Glanleri, now Rhoscellanfawr.

49,649. Does this statement represent what you wish to say?—Yes.

49,650. Do you understand enough English to stop the interpreter if it is incorrect?—I will try.

(*The following statement of the witness was then read.*)

Evidence of John Edward, Tyngwndwn, near Cwmerfin.

How Mr. Hughes-Bonsall treats his tenants: He became owner of the estate about 12 years ago, but has changed all his tenants but three.

No. 1 Farm, Pwllglas.—Four left, namely, Richard James, David Thomas, Lewis Jones, David Jones. Most of them were served with writs for rent.

No. 2, Rhiwarthen Uchaf.—Four left, namely, John Edward, ruined, lost 1,500*l.*; David Evans, left in two years, wanted reduction of rent; Frederick Hughes, left in two years, wanted reduction of rent; Owen Owens, left in two years, ruined at last. The farm was let by auction in small lots.

Professor *Rhŷs*—continued.

No. 3, Troedrhiwlwba.—James Evans, one of the best farmers in the county, left, wanted reduction of rent.

No. 4, Glanrhydtynoeth.—David Evans, a good farmer, left, wanted buildings and reduction of rent; Morgan Jones, died; Mrs. Jones, married; David Samuel, left, wanted reduction.

No. 5, Banc Goginan Fawr.—Isaac Davies is leaving next autumn. The place is worth a visit from the Commissioners, not a building on the place.

No. 6, Nantymeirch.—William Morgan, sold up by Bonsall for tithes last autumn.

49,651. Is that all your statement?—Yes; it should be four years instead of two. David Evans of Rhiwarthen Uchaf left in four years instead of two.

49,652. Which was the other mistake?—Frederick Hughes.

49,653. What about him?—Four years instead of two.

Mr. *Griffiths.*

49,654. How many tenants are there on this estate now?—I do not know.

Mr. *Griffiths*—continued.

49,655. Most of them left because they could not have the rents reduced?—That is what they said.

49,656. Are you of opinion that some other system should be adopted so that a tenant should have fair rents?—Yes, I think they ought to attempt some system besides the present one.

49,657. What system would you wish?—I have not thought much about that, but the tenant at least wants some protection.

49,658. Are you of opinion that the tenants should be paid for all improvements that they make?—Yes.

49,659. Did any of these leave without having compensation to which they thought themselves entitled?—Yes, I did for one.

49,660. What money do you think you ought to have been paid when you left? What was the amount of the unexhausted improvements to which you were entitled? Supposing you spent 30*l.* on the farm the next year you may have some return for that, and the year after that some more, and in so many years you would say you would have had a return for all the 30*l.* How much would be left unexhausted that you had not had from the money you had spent when you left?—I left a good deal.

Professor *Rhŷs.*

49,661. Did you make any claim?—It is no good my sending in a claim. The landlord had nothing to do with it. It was not under Mr. Hughes-Bonsall I took the farm, but under his father, who preceded him.

49,662. The claim would be legal against the executors or the heirs of the former landlord, would it not?—Mr. Frederick Roberts told him that he did not step into his father's boots at all.

49,663. Who is Mr. Frederick Roberts?—He is a solicitor in Aberystwyth.

49,664. Did you consult him on this case?—Yes, he was the landlord's solicitor, and I went there several times with him with regard to this matter.

Professor *Rhŷs*—continued.

49,665. Did the landlord lay out much money on these farms?—Yes, he did a little, but I spent far more, taking into account that I had to haul the materials towards them.

49,666. Did the rest of the tenants do much hauling as well?—No, not at all.

49,667. I mean to their own farms?—No; one of them left because he refused to haul.

49,668. Were there new buildings put up generally on all these tenancies?—No.

Mr. *Grove.*

49,669. Did you hold it under an agreement?—Yes.

49,670. Have you that agreement?—No, I have not.

49,671. Then you were a yearly tenant with an agreement?—Yes, but they told me that the agreement was not of any value.

49,672. Did you sign any agreement?—Yes, and the agent as well, and I was obliged to buy going in the manure and straw, and seed and hay, but the landlord said that the agreement was of no value, and when I left I had to have an auction.

49,673. When you signed the agreement was a copy given to you?—Yes.

49,674. Did you spend any money in drainage?—No.

49,675. Did you consider the rents too high on that estate?—Yes.

Professor *Rhŷs.*

49,676. What was your rent?—122*l.*

49,677. What was the size of your farm?—122 acres.

49,678. Just 1*l.* an acre?—Yes; only that the gravel of the river and the roads were about 14 acres out of it.

49,679. You would have 14 acres to deduct?—Yes.

49,680. Have you anything else to say?—No, I have nothing further to say.

The witness withdrew.

Re-examined 49,733.

Mr. George Hughes-Bonsall called and examined.

Professor *Rhŷs.*

49,681. You are Mr. George Hughes-Bonsall, of Glanrheidiol?—I am; I am the landlord who has just been referred to.

49,682. You are the landlord of the tenant John Edward, who has just given evidence?—Yes.

49,683. You have heard what he has said?—Yes. I succeeded to my father's property after my father died in 1872, and the agreement between him and the farmer of Rhiwarthen, who has just given evidence, was signed, I believe, by him (I never saw it myself, although the tenant had a copy) and by the agent. My father did not live in this country. I never had a copy of that agreement. When I succeeded, in 1872, I had no agreements with that tenant except verbal ones for the amount of the annual rent. The farm which has been mentioned by him, Rhiwarthen, I have been very unfortunate in; it has changed tenants four or five times, and then I let it by auction in small pieces. I find that small holdings are better than large ones, and I let the fields as accommodation land, and I have got the same rent as I had before.

Professor *Rhŷs*—continued.

49,684. Then you do not rebut what he said about Rhiwarthen Uchaf?—Yes, I do. He got his claim, whatever it was, and he did not make any further claim. Mr. Robert Evans settled it between him and me, whatever it was, in going out. I say that the rent of the farm has been the same for 25 years, I think, I cannot say

Professor *Rhŷs*—continued.

exactly how long, but something like that, as it is now. The other farm that the last witness, John Edward referred to, Dolfawr, his father was at before.

49,685. He did not mention that farm, I think. He mentioned Pwllglas, did he not?—Yes, Pwllglas. Unfortunately the man had a lease (I have had two tenants who have had leases) and the man failed and he went to America without paying his rent.

49,686. That is about what the last witness said, is it not?—Yes. He went to America. He had a lease at his own wish.

49,687. Then there is Troedrhiwlwba?—I bought the life estate of that property from a gentleman in 1882; I purchased a life interest in the property, and this property was called Glanrhydw. There were agreements on the principal farms; as there was a new landlord they wanted new agreements. The rent was exactly the same after that as it used to be, with the exception that there is 5*l.* a year rise, because there was a field put in, which was considered as of the value of 5*l.* The rent is the same as when I bought the property, only there is an increase of 5*l.* a year, that is, 175*l.* to 180*l.* on account of this field.

49,688. Yes, but what he said was that there had been a change of tenancy or that there was a failure?—Yes, there was a change. The tenant was raised 5*l.* in his rent on account of this field, and he objected to that; he said that was the reason he left. There has been a good tenant there for seven or eight years, who found it was cheap.

49,689. There has been no failure there?—There has been no failure at all. The man, I should say, was one of the most prosperous farmers in our valley.

49,690. Then Glanrhydtynoeth?—I bought this life interest in 1882. That farm was 94*l.* a year rent, and it is reduced to 86*l.*, but for that 86*l.* there is a good deal of land which was not let with the farm in former years. When I bought the life interest it was 94*l.* a year; now it has got a great deal of land on the bank, what they call "Ffynnon wen Bank," which is included in the rent of 86*l.* a year.

49,691. So that the rent of both has come down and the farm has been added to?—Yes, the farm has been added to. Since I bought the property in 1882 the rent has come down from 94*l.* to 86*l.*, and I have put in about 22 acres of land now.

49,692. What he said about Glanrhydtynoeth is that a good farmer left because he wanted buildings and a reduction of rent. Is that true? Yes, he wanted a reduction of rent.

49,693. Morgan Jones died?—Yes.

49,694. And Mrs. Jones married. There were several changes there?—There had been several changes there, and a reduction of rent was made there when the farm first belonged to me, and with an increase of land upon it.

49,695. You maintain that you made reductions of rent, but you admit there have been changes of tenancy. There have been changes

Professor *Rhŷs*—continued.

of tenants there. One died and another married.

49,696. Then with regard to Goginan Fawr?—The tenant of that farm had been a tenant with me for 25 years, and for eight years he was with my father before. Unfortunately, he came to me in March, and asked me to give him notice in March. With him, as with most of my tenants, I have no written agreement. I said that what he suggested would not hold; he must give me a year's notice, and then we had a mutual agreement that he should give up in September. He has been dependent upon the mines a good deal.

49,697. Does he wish to leave because there is no building upon the place?—The buildings are in particularly good repair there, more so, than on almost any farm I possess.

49,698. You heard what the last witness said, that there was not a building on the place?—Yes, I heard what he said. The poor man has been so dependent on the mines that directly it was known he was going his sister came to me, amongst others, and as one of the family I let it to her, and they were glad to take it at the same rent from next September. In fact, I am not sure that they are not in possession of it now.

49,699. Then as to Nantymeirch, a sheep farm in the Dyffryn Castell Valley, he said that the farm had been sold up frequently. Is that true?—Nantymeirch is a sheep walk only. The tenant has given me notice nearly every year for some years. According to him he wants the price of the farm reduced; he never wants it raised. It has been put down a pound or two, but he very seldom pays his rent, in fact he has an agreement that he should only pay it once a year, and if he did pay it once a year I should be very glad.

49,700. He has been sold up for rent and tithes I understand?—Yes, he has been sold up for rentand tithes. He was sold up for a year's rent and tithes. Last year there was a distress put in. He gives notice every 12 months, and asks for a reduction, according to the price of sheep.

49,701. He wants a sliding scale?—He pays his rent only on compulsion.

Mr. *Grove.*

49,702. What acreage is this sheep walk you speak of?—I think it is 315 acres, I cannot quite remember; I did not know this question was going to be brought forward. The rent is 25*l.* a year.

Professor *Rhŷs.*

49,703. It is all mountain land?—Yes it is; it is opposite Dyffryn Castell. There is a little pasture at the bottom, but not much.

Mr. *Grove.*

49,704. In the case of that farm of Goginan Fawr, did the tenant who was a carrier to and from the mines, ask you to give notice to him?

Mr. *Grove*—continued.

—He asked me to give notice because he said the mines had failed, and I told him it was no good his giving me notice, or my giving him notice, but we would draw up a written agreement on the subject, and that he should go, but I was very sorry for him, after he had been with my father so long and with me. The matter got about and afterwards his sister came to me and I agreed to let her have it, and she was much obliged to me for letting her have it.

49,705. It was brought about by a very bad state of things, I suppose?—He did not depend only upon his mine, but he got 15*s.* a week for carrying things and so on. He did not depend upon his farm, and did not pay much attention to it.

49,706. I suppose you consider there is great depression now in farming and agriculture?—Yes, I do.

49,707. We have been told in many centres that there is great sympathy between the landlords and tenants?—I think so. I may say, in the case of my own tenants, that I have got 9 now out of 13 that I had 25 years ago, either the same tenants or sons of tenants.

49,708. Generally speaking, you say there is a considerable amount of sympathy between landlord and tenant?—I think so. I am not, unfortunately, able to speak Welsh myself, but I am resident in the country, and I formerly employed an agent, but I do not now.

49,709. I suppose no difference in language or religion would operate on your estate at all?—No, not with me, most certainly. I have found that the best tenants I have had have been Nonconformists, and any preference I should have would be for them.

Professor *Rhŷs.*

49,710. Can your agent talk Welsh?—Yes, he could, but I have been down here 15 years, and I have not had an agent since I came here to live myself. He was a man who could speak Welsh.

49,711. You have not got an agent now?—No.

Mr. *Griffiths.*

49,712. Could you tell us whether the rents on these places which you purchased were raised before you purchased them?—I cannot tell you that. It was a property that many had a life interest in, and I should say that they were not raised before.

49,713. In almost every instance that we have had before us the rents have been raised, and that would account, I should think, for the rate being high?—Yes.

49,714. Was your estate valued?—It would have been mine when I paid the life interest of the tenant who is alive now—the tenant for life.

49,715. I mean the land you came into after your father; was that valued at all?—No, not since I have had it.

49,716. Nor before you came into it?—Yes, about 40 years ago. I have got the valuations now. I did not know that it would be necessary to bring them here to-day. Perhaps I shall appear again before you, and I will then go into the matter. Several of the farms are at exactly the same rent now as they were early in the century when they were purchased—in the thirties and forties.

49,717. Still, times were good in those days?—Yes, and now the railways have come, and so on.

49,718. And the price of labour has gone up very much, and it makes a considerable difference, especially on these high lands?—Yes.

49,719. How can you account for so many changes on your property?—I think that one or two of these farms have been particularly unfortunate in the tenant, and the land has been worked out. Out of 11 farms, in 8 of them there are the same tenants, and 3 there have been constant changes upon, and the farms have been worked out, nobody putting anything in. I have been letting this farm, Rhiwarthen, that the last witness gave evidence with regard to, as small tenements, and I find it is easier to let it as small tenements, and easier to get the rent than by letting it as one big one. I have let it as a farm in part, and as to part, for accommodation fields.

49,720. Would you kindly point out to us what statements the witness made that are incorrect?—Well, the general idea that I was being brought forward as a specimen of an exacting landlord.

Professor *Rhŷs.*

It is the suggestion with which he opens his case.

Mr. *Griffiths.*

49,721. The witness stated this: "He became "owner of the estate about 12 years ago, and "has changed all his tenants but three"?—It was 25 years ago.

49,722. It does not matter about that. He says: "He has changed all his tenants but three." Do you deny that?—Most certainly.

49,723. He says that four left Pwllglas?—As to Pwllglas there has been a lease. That is 25 years ago.

49,724. Do you deny that four tenants left there? He gave the names?—No, I do not think I deny that.

Professor *Rhŷs.*

49,725. Can you name some that you have not changed the tenants of? He says you have changed them all but three?—Yes, I can name some, for instance, Dolfawr. That is only out of 11 farms. In Dolfawr there is the same tenant; he has succeeded his father, who was there before him.

Mr. *Griffiths.*

49,726. I do not think that farm was mentioned by the last witness?—No, because he has only mentioned the three.

Mr. *Griffiths*—continued.

49,727. We are not going into what he has not brought before us, but we are dealing with the cases which he mentions. Do you rebut that?—Yes.

Professor *Rhŷs.*

49,728. Dolfawr is one which you say there has been no change in?—Yes; then Dolgamlin Park y Bedw, Tanrallt, Goginan Banc, and Rhiwarthen Mill. That is all out of those.

Mr. *Griffiths.*

49,729. You say they have not been changed?—They have not been changed at all. There are six altogether, which I have mentioned, that have not been changed.

Mr. *Griffiths*—continued.

49,730. The difference between your statement and his is that there are six farms of which the tenants have been changed. You differ as to the number of changes?—There are six farms that have not changed at all in a quarter of a century—25 years.

Professor *Rhŷs.*

49,731. Have you anything else to say?—No, I have nothing further particular to say.

Mr. *Grove.*

49,732. Are those that have not changed generally small holdings or are they largish farms?—They are small holdings those that are not changed.

The witness withdrew.

Mr. John Edward recalled.

Professor *Rhŷs.*

49,733. What is it you wish to state with regard to these farms?—I mentioned three farms, but with regard to the small places of from 4 to 6 acres I was wrong.

Mr. *Griffiths.*

49,734. You mentioned the large farms, did you not?—Yes, from 20 acres upwards.

Professor *Rhŷs.*

49,735. You say you overlooked the small ones?—I did not know whether they were sub-let by other people or not.

The witness withdrew.

Mr. Evan Williams called and examined through an interpreter.

Professor *Rhŷs.*

49,736. I see from your statement which has been handed in that you say that the tithe is too high at Rhos Fawr?—It is higher there than the other places all round about.

49,737. What is the acreage of your farm?—3¾ acres—one field.

49,738. What is the rent?—9*l.*

49,739. What is the amount of tithe now?—About 14*s.*

49,740. We are not in the habit of going into tithe questions, but it is well known that the tithes are not always the same in proportion in the same neighbourhood.

Mr. *Griffiths.*

49,741. Was this land that used to be ploughed?—Part of it.

49,742. It was corn land?—Yes.

49,743. Is the tithe more now than it used to be?—No, not more now.

Professor *Rhŷs.*

49,744. It has always had that proportion?—Yes, and more; it has been 18*s.*

49,745. What sort of land is it near to, that pays less tithes now?—The same as my field.

Professor *Rhŷs*—continued.

49,746. But was yours corn land when the land near it was not corn land long ago, do you know. They put the tithe chiefly on the corn land, you know, the arable land?—Oh no, it was corn land, but much less. The tithe there was only 1*s.* an acre, and mine is 5*s.* an acre.

49,747. Do you now pay the tithe to the landlord?—Yes, I pay the tithe to the landlord now.

Mr. *Grove.*

49,748. Is it possible that you pay the tithe on this land that might be chargeable to land which is close by it, and which is not in your possession?—That is what they say, that is the rumour.

Professor *Rhŷs.*

49,749. I am afraid it does not follow. I think at one time that it was possible to put the tithes in respect of a whole farm upon one field, if you liked, in order to leave the rest free. I suppose it was possible at the time of the Commutation Act, but I would not be quite sure of that.

Mr. *Griffiths.*

49,750. How long have you paid the tithe on this plot of land?—44 years.

Mr. *Grove.*

49,751. Have you got a cottage on the land as well as the land itself?—Yes.

Mr. *Griffiths.*

49,752. Was it ever part of the adjoining farm?—No, it was occupied by a farmer that was living afar off.

Mr. *Griffiths*—continued.

49,753. Then the mistake has been in apportioning your part out of it?—That is where the mistake has been made?—No, it was liable to this tithe before that time. The farmer paid rent for it then. It was far from the farm.

Professor *Rhŷs.*

49,754. I am afraid we cannot do much in the way of considering such questions of the tithes.

The witness withdrew.

Mr. John Morris called and examined through an interpreter.

Professor *Rhŷs.*

49,755. Does this statement contain your evidence, and is it correct?—Yes.

(*The following statement of the witness was read.*)

Evidence of John Morris, Glancarrog, Llanrhystyd.

I am a farmer living on my own farm, which I bought at a time when land was very dear. One of the heaviest burdens on farming in Llanrhystyd Myfenydd are the tithes, especially to Nonconformists. My neighbourhood is now, and always has been, a corn-growing district, and therefore now pays tithes which ought in these years to be divided over a much wider area. Corn land has for the last 10 years been paying worse than any other kind of land. Glancarrog has 76 acres in Llanrhystyd Myfenydd, and 7 acres in Llanddeinol. My tithe standard in Llanrhystyd Myfenydd is 7*l.* 14*s.*, and in Llanddeinol, 1*l.* I can give several other instances.

49,756. What is the acreage of your holding altogether?—83 acres.

49,757. What is your rent?—56*l.*

49,758. Then you complain of the tithes?—I do, and several other farmers complain besides.

49,759. How much tithe do you pay?—The standard, 8*l.* 14*s.* 6*d.*

49,760. If the tithes were the tenth, as the name indicates, that would suggest a very good rent, would it not?—It would be double the value of the land. There are other farms which have been bought by auction; for instance, Moelifor farm and Tregynan Uchaf farm.

49,761. But the names are of no use unless we have the figures?—The rent of Moelifor farm is 152*l.* 10*s.*, and the original tithe standard 22*l.* 14*s.* I have no information as to the acreage to give. Upon the other farm I have mentioned of Tregynan Uchaf, the rent is 60*l.*, and the tithe standard 11*l.* 10*s.*

49,762. That is still higher than yours?—Yes, it is. The third example is Tregynan Issaf farm, rent 78*l* 10*s.*, tithe standard 16*l* 10*s.*; and in the fourth instance, namely, Glancarrog farm, the rent is 56*l.*, and the tithe standard 8*l.* 14*s.* 6*d.* Those four instances are in the parish of Llanrhystyd Myfenydd. Then there are two other instances taken from the parish of Llandeinol.

Professor *Rhŷs*—continued.

One farm of Cilfachau is let at the rent of 140*l.*, and the tithe standard is 11*l.* 5*s.* The other farm of Popty is let at the rent of 23*l.*, and the tithe standard is two guineas.

49,763. I know there is a great inequality in these things, and if the tithes were one-tenth of the rent, you would have very nice incomes from the land, would you not?—Yes. That is the great disadvantage in the district where I live. It is mostly arable land.

49,764. So this is really a great burthen in your district. You have to pay tithes according to the rate of things when your land paid well as corn-growing land, and now the corn does not pay, and you still have to pay the tithes according to the old standard?—Yes. Farmers complain bitterly under their burden.

49,765. It is a general complaint in that neighbourhood, is it?—Yes, at the part nearest to the sea.

49,766. It is what used to be formerly corn-growing land, is it not?—Yes, it is wet land. It is not good pasture land.

Professor *Rhŷs.*

I think it is a very serious complaint, but I do not see what we can do. Your evidence will go down on our notes.

Mr. *Griffiths.*

49,767. Where have you taken the information as to the tithes from which you have given us?—The rents I got from the map of the auction sale books.

49,768. Where did you obtain the figures of the tithe?—From those who receive the tithe.

49,769. Then you think it is a correct copy?—It is quite correct.

49,770. Has much of this land been laid down to pasture?—There is not so much corn growing as there used to be.

Professor *Rhŷs.*

49,771. Let me ask you one question. If the tithes were reduced to a real tenth of what the present rent is, or something of that sort, would

Professor *Rhŷs*—continued.

you be better off? Would not the landlord raise the rent accordingly?—These places have been bought. They have no landlords.

49,772. They are freeholders?—They are freeholders.

Mr. *Grove.*

49,773. Do you know the way in which the amount of the tithe is arrived at?—It is this. They have become high in two ways. First, because it is good corn-growing land, and another reason being that the place was revalued in order that the clergyman's stipend should be increased.

49,774. Then you consider that now that they do not grow corn, the tithe should be altered accordingly, do you not?—Yes, undoubtedly.

Mr. *Griffiths.*

49,775. What is the difference in the price of wheat now to what it was then?—It is not half the price now.

49,776. Then you consider that the tithe should be the same?—Yes.

Professor *Rhŷs.*

49,777. I have a question handed in by Mr. H. L. Stephen: "Does not a farm on which "a high tithe is paid fetch, acre for acre, a "lower rent than a farm on which there is no "tithe"?—I have never heard of that in any taking.

Adjourned.

FIFTY-EIGHTH DAY.

The Clarence Hall, Crickhowell, Breconshire, 7th May 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR).

Professor RHYS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. CECIL E. OWEN, Assistant Secretary.

Sir *John Llewelyn.*

Gentlemen, I am very sorry that Lord Carrington is unable to be present as Chairman to-day; he is obliged to be in London on official duties, and Lord Kenyon has been at the last moment prevented from coming, as he had previously intended to do. My brother Commissioners desire me to recapitulate a few observations which fell from the noble Chairman at the opening of the Commission when we first began sitting in the county of Glamorgan. We have felt it desirable to read those opinions given on the first occasion of sitting in each of the counties which we have hitherto visited. I will therefore state the opinion that was expressed by Lord Carrington on the 22nd of May 1893, when we first held our sittings in Glamorganshire. He said: "We do not anticipate that "the Commission can be made the means of an "unfair attack on the character or conduct of "any individual, but in case any individual "should feel himself aggrieved by any state- "ments which he believes to be unfounded, we "provide the following checks, which we believe "will be adequate for the prevention of pain or "injury. In the first place, permission will be "given to any person present at any sitting "to put questions in writing to any witness, "through me, the Chairman, the Commissioners "reserving to themselves the right of deciding "whether such questions be permissible or not. "Secondly, the Secretary has been instructed "to send notice forthwith to every person whose "character or conduct is impugned by the state- "ment of any witness, thus giving such person "an opportunity of explanation or of rebutting "the charge either personally or by letter." Personally, we have since decided, and at the earliest possible opportunity. Lord Carrington then went on to quote a few words from a letter which Mr. Vincent had sent in on behalf of the Landowners' Association of South Wales and Monmouthshire, and amongst other observations of Mr. Vincent's he said this: "An idea appears "to prevail in some quarters that this Commis- "sion exists for the purpose of bringing con- "tentious issues either between political parties "or between landlords and tenants as opposed "to one another. The corollary to this wrong "idea is the suggestion that, in some form or "another, the tenants who offer evidence may "suffer resentment from their landlords. On "the part of my Association I am instructed to "repudiate this idea absolutely, and to say that, "apart from the fact that witnesses before Royal "Commissions have abundant protection, it is "the desire of the owners composing this Asso- "ciation that every witness should give evidence "with a feeling of absolute security that he will "not suffer in any way." And commenting on those words, Lord Carrington went on to say: "Experience has shown that unless witnesses "speak out boldly and without fear, inquiries "like the one we are engaged in are futile. We "have no reason to believe that undue pressure "will be brought upon any class of witnesses or "any individual witness; nor have we reason

Sir *John Llewelyn*—continued.

Sir *John Llewelyn*—continued.

" to think that the giving of evidence by any " person in this county will lead to his being in " any way injured. But it is, of course, possible " —we cannot shut our eyes to what has before " now taken place in regard to affairs of this " kind—that some men are less scrupulous than " others, and that it is possible that witnesses " who speak here what is in their minds may " be subjected to loss and annoyance. We de-

Sir *John Llewelyn*—continued.

" sire, therefore (and it is our duty to do so), to " point out that the recent Act, the Witnesses' " Protection Act, 1892, affords a remedy ade- " quate to meet any ordinary case." The duty of this Commission is to ascertain the truth, and we hope that everybody in this room who has taken the trouble to come here will do all that he can to elicit the truth, which is the only object of this Commission.

Sir Joseph Russell Bailey, Bart., called and examined.

Sir *John Llewelyn.*

49,778. You reside at Glanusk Park, Crickhowell?—Yes.

49,779. You are Lord Lieutenant for the county of Brecknock, Chairman of Quarter Sessions, a County Councillor, Chairman of the County Finance Committee, &c., Chairman of the Crickhowell Board of Guardians, and of the Assessment Committee?—Yes.

49,780. Are you the owner of the Glanusk estates?—Yes.

49,781. Will you from the *précis*, which you have, give us your evidence in your own way?—My evidence follows exactly the syllabus and it is prepared in answer to the various questions; and I think I had better, perhaps, give my evidence in answer to the questions in their order. I desire to give evidence as to county statistics and as to the Glanusk Park Estates so far as they are situated in Brecon and Radnor. The acreage of the estates, exclusive of mountain, is as follows:—In lands, woods, parks and so on, 2,516 acres 1 rood 28 perches; holdings other than farms of 3 acres or more, 417 acres 3 roods 21 perches; farms and cottages, 25,060 acres 1 rood 5 perches; the total being 27,994 acres 2 roods 24 perches. They are chiefly situated in the manor of Upper Elvel (Radnor) and in Breconshire, in the manors of Builth, Gwenddwr, Hay, and Dinas (besides smaller manors), of all of which I am the lord; also in the manor of Crickhowell, where the Duke of Beaufort is lord. In those manors there are courts leet held occasionally, and the boundaries are occasionally walked. The larger manors are under stewards. That completes that portion of my evidence.

49,782. Are there any fines and charges in these manors?—I shall deal with that presently, but first as to ownership: there is no mortgage or encumbrance (except family charges) on the property in question. As to the property of the Crown within the county of Brecon, I may, perhaps, be permitted to say I was a member of the Parliamentary Committee that sat upon the management of Crown lands, and from our report I find there are no Crown lands in the county of Brecon. There was a matter of an acre or two which was sold some time ago. I believe the minerals under it were reserved, but they can be of no value here.

Sir *John Llewelyn*—continued.

49,783. The only question I was coming to upon it was this: whether in recent times there have been any Crown rights in the county?—I think not; very small, if any. You will at once see that that is a question I should require to refer to the Parliamentary Blue Book to answer exactly.

49,784. You are the Parliamentary Blue Book to a certain extent?—Then you asked me as to fines and charges in the manor of Crickhowell. In the manor of Crickhowell specified farms are liable to chief rents payable to the Duke of Beaufort. Owing to alterations in the farms the places on the Glanusk Estate so chargeable had become mere names and could not be identified. Feeling that this might lead to future confusion, the Duke agreed to sell these chief rents and the Glanusk Trustees bought them. Subsequently, I believe, the Duke offered his chief rents all through the manor to each freeholder from whom they were due. I do not know how many purchased. In the hundred of Builth chief rents are paid to the lord of the manor; they have been from time immemorial collected by parishes. In the manor of Dinas small chief rents are paid to the lord on specified farms. In the manor of Gwenddwr the farms are held on old lease rents. In the manors of Cantreselif, Gellifainog, Cilcarne, Llyswen and Upper Elvel, there are chief rents. There are on some of the manors alienation fines and heriots payable. There are none in Builth or Hay. Then the question in the syllabus goes on to ask if those charges are considered oppressive. These small manorial fines are no more oppressive than any ordinary rentcharge. Some people seem to find them irritating, and they are troublesome to collect. In my judgment every facility should be given to the payers of these small charges to enfranchise their property at a proper price.

Then I am asked, as to recent enclosures whether by Act of Parliament or otherwise, and their effect on the labouring population. I have extracted a complete list of the commons enclosed in the county of Brecon from the Parliamentary paper 455 of the 4th December 1893. It is no use my reading it. I think, perhaps, I had better put it in if you wish to have it (*handing in a list of enclosures*).

Sir *John Llewelyn*—continued.

No effect of moment is produced by enclosure on the labouring population. The unenclosed common is seldom, if ever, in the nature of a village green or recreation ground; it is all in this county high mountain land.

Then, as regards recreation grounds and allotments for the use of the labouring poor, allotments for recreation ground for the poor, I am told, have been reserved in Radnorshire, and I understand they are lying waste and useless, but I cannot speak to that of my own knowledge.

49,785. Do you know anyone when we get into Radnorshire who would be likely to speak upon that point?—I should think the county surveyor, but I am not able to tell you exactly. The unenclosed hill land is best used as at present for sheep walks. It is very doubtful whether any of it would pay for enclosure; certainly very little of it would pay for cultivation. Rights of pasture exist in the lord and the commoners, the commoners being the owners of certain farms within the manor, and generally in the vicinity of the commons. The commoner's right usually is to pasture as many sheep on the commons in summer as the farm on behalf of which he holds the right will support in the winter. I believe the legal term is levant and couchant. It is not very carefully attended to; in fact, it is so loosely attended to that some people think that the common right is without stint. The general public, apart from the lords and commoners, have so far as I know no rights whatever on the mountain land. No objection is ever raised to the public wandering over the mountains at will. I do not think we have enough persons who do so to constitute a nuisance to anybody, although I think some farmers object to people trespassing to collect mushrooms, which they find a nuisance, but it cannot be a very great nuisance.

Then as to the effect of commons upon adjacent farms. Farms having common rights (not necessarily adjacent to the common) are of course more valuable than farms which have none. As to the general condition of sheep farms, the power of keeping sheep on the mountain is an essential feature in the agriculture of Brecon; about one quarter of the whole county is unenclosed mountain land. The acreage enclosed is 301,988 acres, and unenclosed 115,106, the total acreage being 417,094 acres. That is taken from a Parliamentary return.

49,786. May I ask upon that, with regard to the enclosed acreage, does it include what is called the *coedcaes*?—Yes, I should think so. I take the figures from a Parliamentary return called "Owners of Land, 1875"; it is a well-known book called "The Modern Doomsday Book." Of course I am not responsible for that return.

Then as to estate management generally, I wish very largely to avail myself of the evidence of Mr. O. S. Wynne at Question 8183 of the printed evidence. I consider it admirably put together, and it very nearly describes the management of such estates as mine.

I believe tenants generally prefer holding on large estates. I may say I am a tenant farmer under a landlord of what you know as Class B, and I quite endorse their opinion. The gentry permanently resident are an undoubted advantage to a neighbourhood. If there is a good agent, an estate may be perfectly well managed though a landlord is non-resident. I think it very desirable he should be resident. Consolidated estates are more easily managed than those which are scattered. On the Glanusk estates, which are scattered, it is necessary to keep a separate staff of workmen in each district.

Then the next question is, what is the effect where there is a difference of either language, politics, or religion between the landlord or agent and the tenant or proposed tenant? I say all or nearly all the tenants speak English. Many of them, though Welsh by birth and descent, do not speak the Welsh language. I might perhaps say that, out of 52,000 odd in Brecon, 31,000 speak English exclusively, 5,000 speak Welsh exclusively, and 13,000 odd are persons who speak both languages. Politics and religion have never been taken into consideration in the selection of tenants at all; in fact I should like to say I have had many opportunities of doing acts of kindness by the various Nonconformist bodies, of which I could give details if the Commission required it. My relations with them have always been of a friendly and, I hope, neighbourly and kindly character. I should like to remark here that should the Commission recommend that all agreements should be in Welsh, which is a suggestion to be found at Questions 20,329 and 20,332 of the evidence, I trust it will be confined to the Welsh-speaking districts. It would be useless here. It has also been suggested that Acts of Parliament should be translated into Welsh. My opinion of that is that it would be difficult and dangerous, because there would be two languages, and the meaning might not be the same as the translator absolutely intended. What I would venture to suggest would be that there should be published in Welsh a short epitome of such parts of Acts of Parliament as concerned Welsh interests, cutting out what are called words of skill, and making the Acts of Parliament a *resumé* so simple that in fact persons not well educated could understand them.

49,787. Food for the tenant and not for the lawyer?—That exactly expresses my meaning. Then as to the qualifications of agents: the first agent in my time was Mr. Pratt, originally a builder; he was succeeded by Messrs. Wood and Merrick, who had been clerks in his office. The present agent is Mr. Samuel Hood Cowper Coles, son of the late Captain Cowper

Sir *John Llewelyn*—continued.

Coles, R.N., C.B., the inventor of the first turret ship. Mr. Coles served his time in the office of the county surveyor of Radnor. He is a Fellow of the Institute of Surveyors. He created for himself a land agency business at Builth; and it was observation of his work there which induced me to offer him my agency when a vacancy occurred. I perhaps should add that since that he has married one of my daughters.

The usual date of entry used to be, at Crickhowell and Talgarth, Candlemas (Jones' History of Brecknock, Vol. I., page 312) and some farms, once held under old leases, are still held at those dates though the leases have long expired. At Builth the time of entry is March 25th. On the Glanusk estate the date of entry has been brought to Michaelmas in most cases by agreement. The tenant holds the house till May 1st under the old custom and what is called a boosy pasture, the obvious reason being that May is the first good month for moving. I think at this moment I had better hand in an agreement, and as I go on, if you will kindly tick off these various clauses of the agreement, you will see that I have referred to them all in the course of my evidence. The off-going clause is clause 8 of the agreement. I think all farms are let on a yearly taking. It may be worth mentioning that at the beginning of the century nearly all farms were let on lease. There is now no demand for leases. Tenants, I believe, consider that rents are less frequently altered on a yearly taking, while if they desire to quit they are not tied down to a farm which they wish to get rid of.

There are very few changes of tenancy. During Mr. Coles's agency there had been up to December 18, 1893, which was the date on which I prepared this statement, 24 alterations.

Mr. *Grove.*

49,788. In what period, Sir Joseph—in four or five years?—In four years. I should say that is upon an estate of about 300 farms, but I have the particulars more accurately to give by-and-bye. All these changes have been from relative to relative. They have all been at the same rent, and none of them asked for agreements. We prefer written agreements, and we only let by verbal taking to fall in with the wishes of tenants. On the Peterstone estate, which is a small one, and which I can deal with more readily than with the larger estates, only one farm seems to have been let to a person not of the previous tenant's family, since the date of the purchase of the estate in 1854.

Then the next question is, "Have any cases "of hardship arisen?" It is not for me to say whether they have or not. I do not know of any. In resuming ground for planting or for any other purpose the land is taken by agreement and a proper allowance made. In the agreement of 1876, of which a copy has been put in before the Commission, I believe, there was a clause fixing the compensation. It has been

Mr. *Grove*—continued.

omitted in this recent agreement probably with a view of making the agreement as simple as possible.

If damage is done by timber hauling, an allowis made by the timber merchant. This is found to be more convenient than the landlord making an allowance, because the timber merchant has the chance of assisting the farmer with odds and ends of timber. In cases where the timber is scattered about the farm, the allowance is made by the landlord. If you will kindly look at clause 3 of my agreement you will see, "The "mines, minerals, limestone, quarries, timber "trees, saplings, young trees, and underwood "are reserved for the landlord, but with regard "to hauling and so on compensation is made "for any damage occasioned thereby." Then in answer to the question as to mining, brick-fields, quarries, and so on, I should say the rent of course is readjusted under clause 3 if the land is taken for any purpose. As to what are the usual conditions of tenancy, I put in agreements of different dates. Here I should state that the number of farms on the estate is 282, of which only sixty-two have written agreements, that is, two to every nine tenants, and many of those are incomplete. Those agreements have been handed in, but I should mention that they have never been signed. I suppose they would be valid, but it is rather an irregular way of doing it.

Sir *John Llewelyn.*

49,789. Do I understand the inference to be that the other 220 would be merely verbal agreements?—The other 220 would be on merely verbal agreement, but according to the custom of the country, which is very well understood. Then, so far as I know, no clauses in my agreement are objected to; but with regard to penal clauses I should like to say that they are absolutely necessary in letting a farm, to protect the lessor from the misuse of his property. In the present agreement which has been handed in to you, clause 7 is what is called the penalising clause. I think it is the only one of that nature in the agreement. You will observe that there is a penalty of 20*l.* rent an acre for meadow land broken up. It is to prevent, by a heavy penalty, ploughing up an old meadow. In the valuation of a farm which I find in the margin of one of my old rent books there are old meadows valued at a rent of approximately 50*s.* an acre, and there is arable on the same farm at approximately 20*s.* an acre. To plough it up, therefore, would involve a loss of 30*s.* rent an acre to the landlord. Capitalising that, it represents a capital of 45*l.*, and it is quite clear that in some way or another a man must protect himself against that being done either viciously or by an outgoing tenant intending to take two or three white crops off the farm and then leave the farm. Only one case has occurred in my recollection of a field being ploughed up. In that case I was perfectly certain that the tenant had no intention of

Sir *John Llewelyn*—continued.

doing me an injury and no penalty was enforced, but he undertook to lay down the field afresh in grass. I should like to say that this class of clause is, in my judgment, absolutely necessary. In that well-known book, Jones' History, he says at the commencement of the century: "Tenants at will, without a special "agreement to the contrary, assume a right of "carrying off or selling all hay, straw and "manure from the premises . . . the "custom has been frequently exercised and "allowed, though some doubts are entertained "whether it be legal." Under those circumstances of course it is necessary to have proper protection in the agreement. I do not remember a single case where I have had to enforce a penal clause.

Those tenants who are under a written agreement have a duplicate copy in English. The rent is fixed at a gross sum, though we have had revaluations of a few farms acre by acre. On large estates there is a fair uniformity as to rents, but I believe that small owners obtain a higher rent from their tenants. Then with regard to the rent of smaller tenants, and as to whether it is higher per acre than on larger farms, the rent of small farms must be higher in proportion to acreage than the rents of large farms, because the buildings bear a large proportion to the land. Buildings on a farm of the rent of 40*l.* will approximate to 325*l.* in value without local haulage; that is, if you assume 1*l.* an acre it comes to 9*l.* an acre, and that represents a rent of about 9*s.* an acre, putting the buildings at the ordinary price of 20 years' purchase. Buildings on a farm of 500*l.* rent would approximate to 1,600*l.*, that is 3*l.* an acre, which represents a rent of 3*s.* an acre. If, therefore, land without buildings is worth 1*l.* an acre, a large farm rented at 23*s.* an acre and a small farm rented at 29*s.* an acre yield to the landlord the same profit. I should like to add here that not only in rent but in everything else, the cost of cultivating a small farm is higher per acre than the cost of cultivating a large one. The cost of fencing a field of one acre is double per acre that of fencing a field of 4 acres, four times that of a field of 16 acres. There is more waste in headlands, more frequent putting in and out of the plough, less regular employment for the farmer and his horses, &c.

Then I come to a rather difficult question. I am asked, "What is the usual rent of average "land of different qualities in your district, "*e.g.*, on upland and lowland farms?" If you will allow me I should like to answer that question at some little length. In the first place, the agricultural acreage of Glanusk is, as I have said, 25,060*l.* acres. The agricultural rent, that is to say, excluding town property, buildings, leases, and gentlemen's houses is 18,521. That is an average of 14*s.* 8*d.* per acre. But the value of farms varies very much in different parts of the county. Hill farms vary according to the amount of sheep

Sir *John Llewelyn*—continued.

walk, which is not measured in the acreage. Mere mountain enclosed with no house commences at 2*s.* per acre. Upland farm will fetch from 5*s.* to 15*s.* and 20*s.* For the reason stated above, that is to say, the difference of the amount of sheep walk, the rent, of course, under those circumstances, is no criterion of the value of land per acre. The lowland farms depend on situation and the quality of the land. Now, if you will permit me, I should like to hand in a little geological sketch that I have made of the county. (*The witness handed in a sketch.*) If you will look at the larger map or at the small map which you hold in your hand, you will see that Breconshire is divided into three portions by two ranges of mountains. There is the Beacon range at the south running from east to west, and there is there the Eppyut range. I think, Sir John, you are well acquainted with those mountains, and you can point them out to your colleagues. The Eppynt range runs from east to west of the county, north of the great central valley of the Usk, and south of the Wye. The main valleys of the county lying between those two ranges are old red sandstone. I have coloured that a light red in my little sketch. There are in those places very valuable farms and they will fetch 25*s.* an acre, some of the land on each being worth much more. I think that you should receive my statement with regard to this with some caution, because I have already endeavoured to explain that the land varies considerably. There is one farm, for example, one of the best farms which I have got, that is valued from 1*l.* to 50*s.* per acre according to its old pasture, and if my next neighbour happened to have a farm which was all of that old pasture he would think I was doing him an injury, and if on the other side a man had a mountain farm he would think I was putting it too high. The average of my farms—valley farms—in the centre of Breconshire runs from 1*l.* to 25*s.* an acre. South of the Beacon range is the coal basin. The value of farms there is governed by the propinquity to the mining district. Upon the sketch I have handed in I have coloured the mountain ranges green, except on the extreme east of the southern range where there is a part that is coloured black, which, I think, I should have coloured green on the western side, where the mountain is old red sandstone, and where the limestone is cropping out on the south side of the mountain it is indicated by a blue streak. The limestone crosses the mountain and forms the north escarpment on mountains that you can see from the windows of this Hall, and which we call Llangattock. The land south of them is governed by the propinquity to the mineral district. The land in the centre I have described as being the best land in the county. On the north of the Eppynt range is the hundred of Builth; that is on the Cambrian formation. It is shale, tile stones and a sort of bastard slate—half baked slate—which is very

Sir *John Llewelyn*—continued.

poor stuff. It is very poor land, but it is improved in value by the market afforded by a series of watering places with mineral waters, and I have put some little red streaks on the map where the mineral waters crop out. The best farms there, speaking only from my own knowledge, of course, fetch 18*s.* an acre; intermediate farms fetch 10*s.* and 12*s.* an acre in addition to tithes. All my figures are on the assumption that the tenant pays the tithes, although, of course, under the new arrangement that would be altered. The Builth Hundred has been opened by railway. Before that, coal had to be hauled 20 miles, and the price of comfort was very great.

49,790. That is the Cambrian line—the Mid-Wales line?—Yes. I do not know whether you care to know the value of that land at the commencement of the century. Perhaps it is of use for comparison. Jones, in his History, states that Builth land was then, in 1807, worth from 6*s.* to 7*s.* per acre, and the poorest from 3*s.* to 4*s.* per acre. In those days the inhabitants could not raise corn enough for their own consumption. The yield of wheat per acre was five bushels. Land in the county generally was then from 15*s.* to 21*s.*, very much as it is now, and in the neighbourhood of Glasbury and Hay, that is, in the centre of the county, some farms in those days fetched 40*s.*, and in the neighbourhood of towns, which, I presume, was accommodation land, they fetched even then from 3*l.* to 4*l.* I assume that the Commission are aware that the general produce of this county is sheep and not corn. Our custom is to take the corn, and have it ground for our own use, if we grow it.

The right of pasturage on waste lands is valuable, and of course it is an element in fixing the value of a farm that has it. No services other than rent are rendered by tenants in respect of their holdings. The rent is fixed by private treaty, though valuation field by field probably formed the original basis of calculation.

On my estate no land is let to any man because he is the highest bidder, and there is no opportunity for outbidding given to an intending tenant. We endeavour to get tenants with sufficient capital. We have no occasion to resort to arbitration as a means of settling rent. We seldom readjust except in the case of a new tenancy, and there is no difficulty in letting when a vacancy occurs. I should like to say that in the height of the depression a tenant of mine came to me and desired to take a second large farm in addition to the one that he held then, and that he holds now. We declined, thinking that he had as much as he could manage. The next time he met me he told me that he considered that I had done a most unkind thing by him. When I expressed my surprise at his wanting more land at such a time, at the very height of the depression, he told me that it was very much in his favour, as the depression would not last for ever, and at that moment he could stock it very cheaply.

Sir *John Llewelyn*—continued.

Another large farm was expected to fall vacant a year ago owing to the death of the tenant, and we had over 20 applications from first class farmers in the neighbourhood for it.

Farms have been differently rented as land has been added to or taken from them, or when considerable improvements have been made. Rents have not been raised generally; of course in individual cases farms vary in rent as the Commissioners know, from time to time, and I am asked if I can give particulars, but I should like to say that all through my evidence, while I should be very glad to hand the Commissioners anything that they wish to know, I do not feel justified in giving the names of farms or the exact rent that the farmers pay. I do not think it would be a fair thing by them to do it.

Then, Sir, as to permanent reductions of rent and temporary abatements, there have been permanent reductions, but only in particular instances, and those have been on farms taken in times of exceptional prosperity—returning to their old rents again. As to temporary abatements, there have been temporary abatements, sometimes general and sometimes to particular tenants who have met with misfortune, and who have been tenants of mine for a long time; they have had an abatement. The general abatements have been, 10 per cent. in Michaelmas 1880, and during the whole of the year 1881, and the cause of that was sheep disease. Then there was 10 per cent. abatement at Michaelmas 1885, and during the whole of the years 1886, 1887, and 1888; 1889 was a prosperous year, but we did allow 5 per cent. at Lady Day; we did not think anything was necessary, but we did allow the 5 per cent. The reason at that time was bad seasons. In 1892 and 1893 we also allowed 10 per cent., the reason of the allowance during those two years being simply and solely prices. We had a good season in 1892, and we had quite a good season in 1893, but we do not sell fat stock in this county, it is generally passed on to Lowland farms to fatten, and as the English farmers were very short of keep, of course they did not want animals to eat their provender or their grass.

Then I am asked: "Is any notice previously "given to the tenants of such intended abate-"ments." The intended abatement is not put on the notices, but it is generally known. It would not do to put it on the notices because particular farmers may have done very well, and would have no title to claim reduction; for example, last year the hop-growers in Hereford had a particularly successful year, and it would have been ridiculous to allow them reduction under those circumstances; in fact I made them no allowance because they had no trouble.

Alterations in rent have depended on, first, fluctuations in prices; secondly, on large improvements made by the landlord; thirdly, on re arrangement of farms, that is adding or taking land; and fourthly, upon the growing

Sir *John Llewelyn*—continued.

prosperity of the county up to the year 1870. But I have looked over my rent roll, and I find that the rents, taken altogether, have undergone very little alteration indeed. Brecknock before the days of railways was far removed from markets. Up to 1756 there were no coach roads at all, only lanes. The first coach seems to have run to Brecon in 1757. In 1803 the Brecon and Newport Canal was made. In 1845 the English railways were constructed, and the prosperity of Brecknock possessing coal and iron marvellously increased. The population in 1811 was 37,735, in 1841 55,603, and in 1861, which was the culminating point, it was 61,627. You see it had nearly doubled in the first half of the century. The inhabited houses had risen from 7,500 in 1811, to 12,913 in 1861, but since that time I am sorry to say both the population and the inhabited houses have gone down slightly. In this neighbourhood, which is the iron neighbourhood, the increase of population is very extraordinary; in the neighbouring parish of Llanelly in 1801 the population was 937, in 1861 it was 9,600, it being multiplied between those years by 10. In the parish in which I live, Llangattock, it had risen from 1,000 in 1801 to 4,731 in 1861, and in Llangynidr, another parish in this immediate neighbourhood,

Sir *John Llewelyn*—continued.

it had risen from 775 in 1801, the beginning of the century, to 3,625 in 1861. The towns have increased, and the residential parishes near them have increased. Strictly agricultural parishes in remote places have steadily decreased, but not to any very great extent.

I am not able to give the chief fluctuations in prices affecting rent in the last 50 years, but I have two statements, one compiled from a manuscript of the late Archdeacon Payne, which was never published, and which gives the prices in the last half of the last century, viz., from 1757 to 1807. Then I have the prices again to compare with them (my own farm prices) from 1864, which is the earliest I have got, to the present time.

49,791. That is during the last 30 years?—Yes. Perhaps I might say that as appears at the commencement of this list in 1757 beef in this neighbourhood was 1½*d.* per lb. and mutton 1½*d.* per lb., wheat was 5*s.* per bushel and barley 2*s.* 6*d.*, wool, which is the most important item, or a very important item in this county, has varied. It was very high, of course, in the time of the cotton famine, it was 1*s.* in 1882, and it has been 1*s.* two or three times since, but in 1893 it sunk to 9*d.* and an inferior quality of lamb wool, 6*d.* This is the table in a tabular form.

(*The witness handed in the following table:*)

Produce.	1757.	1767.	1777.	1787.	1797.	1807.	1864.	1882.	1891.
Beef	1½*d.*	3*d.*	3½*d.*	4½*d.*	4½*d.*–8*d.*	5*d.*–8*d.*	7*d.*	9*d.*	7*d.*
Mutton	1½*d.*	3*d.*	3*d.*–3½*d.*	3½*d.*–4½*d.*	6*d.*–7*d.*	6*d.*–8*d.*	8*d.*	10*d.*	9*d.*
Pork	—	—	—	—	—	—	6*d.*	9*d.*	6*d.*
Wheat per bushel	5*s.*–6*s.* 8*d.*	7*s.*–8*s.*	8*s.*–8*s.* 9*d.*	7*s.*–8*s.*	8/6–10/6	11*s.*–15*s.*	—	7*s.* 6*d.*	—
Barley	2*s.* 6*d.*–3*s.*	3*s.*–4*s.*	4*s.*–4*s.* 3*d.*	3*s.* 6*d.*–4*s.*	5*s.*–6*s.*	6*s.*–8*s.*	5*s.*–6*s.*	—	—
Wool	—	—	—	—	—	—	—	1*s.*	10*d.*

Wool is an important item, prices as follows:—1882, 1*s.*; 1883, 10*d.*; 1884, 9½*d.*; 1885, 9*d.*; 1886, 8½*d.*; 1887, 1*s.*; 1889, 10*d.*; 1890, 10½*d.*; 1891, 10*d.*; 1892, 9*d.*–7*d.*; 1893, 9*d.*–6*d.* (lamb).

Then as to payment of rent, it is due at the close of each half-year on the 25th of March and the 29th of September. Rents due in March are on my estates paid in July and August, and rents due in September are paid in the following January. That, you see, is practically nine months' credit. By the ordinary custom of the country the landlord gives his tenant six months' credit, rent being seldom considered due until the tenant has been in possession of his holding for six months, and a further period is usual before the rent day, in my case, three months. A preferential claim for rent seems therefore necessary. If it were done away with, some less convenient security would have to be given. Where a landlord chooses to give further credit beyond one year, he cannot avail himself of a preferential claim, but he must come in as an ordinary creditor. I think I am right in my law upon that point, and that I take from the Agricultural Holdings Act, 1880, section 44.

49,792. You mean he can take a year altogether?—A year altogether; but then as it is collected six months at a time, and as under the ordinary custom of this country there is first the six months' run, and then three months of

Sir *John Llewelyn*—continued.

what in Ireland would be called the "hanging gale," between the rent then due and the rent day, it is necessary.

49,793. I take it he would have the 12 months backward counting from the customary time of paying?—That is so. That just covers the nine months, you observe.

49,794. Yes?—Six months would not cover the rent that is due, assuming that the landlord does not allow any arrears.

I am asked as to tithes, land tax, chief rent, and local rates, whether they are paid by the owner or occupier. The tithe, as you are aware under the recent Act is now paid by the landowners, and it is to be recovered in cases only of tenancies under agreements before the passing of the Act from the tenant. The local rates are paid by the tenant. Income tax, Schedule A., is of course paid by the landlord and Schedule B. by the tenant. As to local rates, I should like to put in a report of the local taxation of this county which was prepared for the county council, but for which I was responsible. It shows on pages 6 and 7 in a striking manner the inequality of the incidence of local rates. They vary from 8*s*. in the £ in parts of Brynmawr to 1*s*. 9*d*. in some of the country parishes. The school board rate is considered a great hardship in the rural portions of the parishes of Llangattock and Llangynidr, owing to the ecclesiastical parishes being undivided at the passing of the Education Act of 1870 the rural portions of these parishes are taxed to the amount of 1*s*. 6*d*. in the £ for the schools of Brynmawr and Beaufort, towns at a distance of over 7 miles and with a difference of level of 1,100 ft. separated by miles of uninhabited mountain. To these schools not a single child from the rural district can go, and the rural districts have voluntary schools sufficient for their purpose. The parishes have now been divided for all other purposes. Brynmawr is an urban district. It is a separate petty sessional division, it forms four separate electorial divisions. It has been separated for ecclesiastical purposes, and only exists as one parish for the purpose of forcing the inhabitants of the valley district to pay for schools they cannot use, but now that we have got the recent Parish Holdings Act we think we see our way out of the trouble. Then, Sir, as to the average size of farms.

49,795. They vary upon your estate very much, of course?—I have 67 under 10 acres; of from 10 to 20 acres I have 26; 20 to 50 acres, 47; of 50 to 100 acres I have 53; of 100 acres to 200 acres, 55; I have 14 of from 200 to 300 acres; from 300 to 400 acres, I have 7; from 400 to 500 acres, 4; and I have 2 over 500 acres—between 500 and 600 acres. I should say the average size was from 50 to 100 acres.

Mr. *Richard Jones.*

49,796. I suppose the sheep walks are not included?—The sheep walks are not included in any of these. The sheep walks have never been

Mr. *Richard Jones*—continued.

measured. The small holdings are insufficient for a family to live upon entirely by farming; they either carry with them a sheep walk not measured in the acreage, or they are held by persons having some employment other than farming. Sometimes they are connected with a public-house or a blacksmith's shop, or are held by a shepherd, or a haulier, and so on.

Then with regard to the consolidation of holdings; from some of my farms having a double name, I presume they have been consolidated. It seems to have come about by natural process—a farmer taking a second farm when vacant. Places sometimes come together by one of a family managing more than one farm, and taking to the two when his relative dies. Small holdings, as I have said, do not enable a man to live entirely by agriculture, and the attempt to re-introduce them by the Small Holdings Act is in my judgment a very doubtful issue. A few are useful as steps in the ladder to enable an industrious labourer to rise. Farmers often hold a second farm for a second son or a mountain farm as a bye-take for the sake of the sheep walk.

During the last 33 years—that is to say, during my life time upon the estate—there has been very little consolidation. When the side of a dingle is in two farms, it is often very desirable to consolidate, because the tenant then has the moorland above to himself, and his sheep have quiet. I have recently bought the farm which a tenant of mine rented adjoining his own, expressly for this purpose, because I thought it added to the value of the two farms. With regard to the sheep "having quiet," there is what has been called by one witness the "arosfa." I never heard of such a word, and I doubt its existence in the Welsh language, but I suggest that it might be possibly the word "rhosdir," which means moorland, which would be a very reasonable name to give to the mountain above a farm. I might tell you, by way of showing how these words get corrupted, that in my own terrier—the statement of my own estate—I have a house called "Cock-a-roosting." I was very much puzzled as to what this was, but I take it that it is "Coch-y-rhosdir"—"the red farm of the moorland."

Then, Sir, sub-division has taken place where at the date of the purchase several farms were let to one tenant and sub-let. I have found that to be the custom in the cases of some places that have been bought. Sub-letting is forbidden by Clause 7 of the agreement which you hold in your hand. Sometimes a detached field is sub-let, but we object to the practice, and we stop it as soon as we can.

Then as to the relative effects of small and large holdings respectively on their occupiers as to their practical skill in farming, the tenants of large lowland farms in Brecknock are as substantial yeomen as can be found in any county in England. They are the very type of what a British farmer ought to be.

Mr. *Richard Jones*—continued.

There is little doubt that they are as skilful as others of their class. The hill farmers approximate more nearly to the labourer. They are hard-working and frugal. Their wives are industrious and shrewd, the best helpmates that the class could have. As to their condition in time of trade depression, the reasons why agricultural depression is not so severely felt in this county as in England are—(1.) Farmers do so much themselves with the assistance of their families that the labour question has not affected them to any great extent. (2.) They depend largely on sheep, and the price of mutton has been fairly well maintained. (3.) Some at least of the smaller farmers have lately added a small butchering business, slaughtering sheep and selling them about by the joint.

Then as to the supply of labourers, there has always been a tendency amongst young labourers to go to the mineral districts where higher wages can be obtained. There is therefore a scarcity of labour. The farmers employ but few labourers except young men who live in the farm-houses. This has always been the system in this county, and it is mentioned in the South Wales Commission, 1844, page 339. Then I am asked, "Is there any land "going out of cultivation?" Land in Brecknock has not gone out of cultivation. In 1868, the first agricultural return, the acreage of cultivated land was 183,853 acres. In 1871 it was 186,808 acres. In 1881 it was 201,194 acres. In 1892 (the last return) it was 201,675 acres. The prosperous years 1871–2 probably brought land into cultivation. At the date of the last return, 1892, there were only three unoccupied farms with a total acreage of only 274 acres in the whole of the county of Brecknock.

49,797. How did you arrive at that fact—that there were only three unoccupied farms in the whole county?—It is taken from the agricultural returns—the parliamentary returns. I should say that my figures are carefully put together, and I am quite prepared to justify any that the Commission wish to ask me upon. Those are taken from the agricultural returns. Then as to waste land, I do not think that there is much waste land which would repay cultivation. As to embanking rivers, land within reach of river floods is generally left in grass, to which floods do no harm unless they take place during or immediately before hay harvest. Then I am asked, "Has there been any considerable change "in the nature of the agriculture pursued in "your district within the last 50 years?" When I first came down here I used to hear of, but I never saw, a system that was, I believe, called *betting*, which was flaying the mountain—taking a skim of turf off the mountain with what was called a breast plough, which I fancy was a thing almost like a turf cutter which the man drove in front of him, and they then took off the land two or three white crops and then let it go back to mountain again. We have nothing of the kind now. I have prepared tables from the parliamentary statistics showing the change in the system of agriculture pursued. The land in permanent pasture in 1868 was 115,184 acres; in 1881, 140,054 acres; in 1892, 150,418 acres. The grasses under rotation were in 1868, 19,258 acres; in 1881, 20,213 acres; in 1892, 19,083 acres. If the tenants lay down the land in grass, the landlords practically keep it in grass, compensating the tenant either by a manure allowance or money compensation. With regard to turnips, potatoes, and green crops, in 1868 there were 8,240 acres; in 1881, 6,678 acres; in 1892, 7,091 acres; there being practically no change. With regard to wheat, in 1868 there were 11,366 acres; in 1871, 10,134 acres; in 1881, 7,504 acres; in 1892, 4,122 acres; wheat having thus sunk to one-third of what it was 25 years ago. As regards other corn crops in 1868, there were 24,908 acres; in 1871, 25,825 acres; in 1881, 23,018 acres; in 1892, 19,569 acres; corn crops other than wheat having decreased 20 per cent. The cause is no doubt the unremunerative price of corn. It is satisfactory to notice the increase of stock during the same period. There was no return as to the number of agricultural horses in 1868; but in 1871 the number was 10,081; in 1881, 11,456; in 1892, 12,534; being an increase of 20 per cent. The number of cattle in 1868 was 34,197; in 1871, 34,143; in 1881, 35,022; in 1892, 41,725; being an increase of about 20 per cent. The number of sheep in 1868 was 390,871; in 1871, 402,654; in 1881, 329,628; in 1892, 460,888. You should note that 1881 is the date I gave you of the sheep disease, when we lost nearly a quarter of the sheep of the county, and the agricultural statistics give 329,628 as the number of sheep. That shows a loss of 60,000 sheep. I have no reason to suppose that that was the bottom of the trouble, because I only give the statistics of the year. I only took the census years in these figures, and I am not sure that this was the bottom of the trouble. However, as against the 329,628 sheep in 1881, in 1892, only 11 years later, the stock of sheep in the county had increased to 460,888; that is to say, there was an increase in those 10 years in the stock of sheep in the county of 130,000 sheep. That is very remarkable.

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49,798. They more than recovered?—More than recovered: you have 390,000 in 1868 and 460,000, in spite of the sheep disease, in 1893; in the 11 years we have an increase in our sheep of 40 per cent. Of course that is beside sales. I hope I am not giving you these details at too great length.

49,799. Oh, no, not at all?—Permanent improvements are made almost entirely by landlords. The roads of the county have been largely made at their expense. The surplus charge (over tolls) for defraying the debt incurred for making and maintaining main and other roads was

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thrown upon owners of property by the South Wales Turnpike Roads Act. The reason for throwing it on the landlords was that what was called statutory labour, that is, the haulage was thrown upon the tenants. In the neighbourhood of Crickhowell, the Cwmdu road to Talgarth, 11 miles in length, was made by private persons and purchased for the county. On all the main roads the total debt was 48,341*l.* The road from Porthmawr to Crickhowell Bridge, and from Llangynidr to Deryn-y-groes, was thrown on this fund. The surplus expenses—beyond what the tolls provided—were discharged by a rate levied in the ordinary way, but recoverable by the tenant from the landlord, the reason of this arrangement being, as I have said, that statute labour was left on the occupier. Besides the main roads in the Crickhowell district, the road from Llanbedr up the Grwyne-fechan Valley was (I have always heard) made by my predecessor in title, Mr. Macnamara. The road from Llanbedr to Llangenny was made by the late Sir Joseph Bailey, as was a road opening up the district on the north side of the Crickhowell Valley, still known as "Sir Joseph's new road." All building repairs and improvements are done by the landlord, the tenants usually doing the hauling. Then I have a separate note here as to the tenants doing the haulage because it has been said that an injury might be done to a tenant by his being turned out of his farm shortly after he had done hauling. No doubt that is the case. Buildings being perishable and requiring repair are usually taken at 20 years' purchase, *i.e.*, 100*l.* spent on buildings should produce a rental of 5 per cent., which may perhaps be taken as representing 3*l.* interest and 2*l.* for depreciation and repair. By the first Agricultural Holdings Act a tenant was entitled to compensation for permanent buildings (erected with his landlord's consent); the claim to be gradually exhausted by prolonged occupation of 20 years. I believe it is now valued at "the value to the incoming tenant," under the latter Act. If 100*l.* expenditure produce a rental of 5*l.*, the 5*l.* annuity repays capital and about 3*l.* per cent. interest in 30 years. It seems to me not unreasonable to consider haulage as in the nature of the same class of improvements as that to which it contributes, that is to say, if a man hauls drain pipes he should have his haulage considered as a drainage improvement; if he hauls to buildings, as a building improvement. The improvement being made in conjunction with the landlord, a written consent seems scarcely necessary as the consent is obviously given by participating in the agreement. If the landlord charges 5 per cent. for his part of the improvement the tenant would be entitled to the full remaining value of his hauling on leaving. But if the landlord charges no extra rent for his expenditure, then for every 100*l.* expended on buildings the tenant stands to the good annually 5*l.*, less the sum required to replace the tenants expenditure,

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whatever it is, and say 3½ per cent. interest. Therefore, on an expenditure of 100*l.*, the tenant spending 10*l.*, an annuity of 5*l.* replaces the 10*l.* and 3 per cent. interest in a little over two years. If the tenant expends 20*l.* for hauling he would be repaid in between four and five years; if he paid 40*l.* out of the 100*l.* for hauling (which I do not think is a case that ever occurred, but it has been put to the Commission), he would then receive his money back if the landlord charged no interest in about 10 years. I do not know whether I make myself clear.

49,800. Yes, indeed, and we are very much obliged to you. That is a very interesting point. It is the first time, I think, that we have had it worked out in figures?—Then, continuing, drainage is done generally by the landlord; the tenant does the haulage. Buildings are erected by the landlord. Then I am asked as to tanks for preserving liquid manure; they are not used. Fences, the tenant keeps in repair. Gates and posts are generally provided by the landlord. In some parts of the county the holes are dug by the tenants. Then as to co-operation, the only cases of co-operation are those that I have mentioned. The repairs are executed at the request of the tenant and he gets all the advantage. If he were given notice to quit so soon afterwards that he had not had his money's worth (a thing which has not happened in my experience), I assume he would get compensation under the Agricultural Holdings Act. If not, no one would think for a moment of not making him the proper allowance. At Glanusk there is a bull and a boar kept for the gratuitous use of the tenants, and a small charge is made to other people. In case of improvements, I am asked, is there any compensation obtainable in your district? My agreement does not contract out of the Agricultural Holdings Act. Compensation is obtainable on the ordinary scale. After the passing of the Act of 1875, I considered that some of its provisions were unsuitable for this country—notably, the 12 months' notice to quit, and also I thought that the value of an improvement ought to be settled at the time of making it. I accordingly had an agreement drawn embodying the bulk of the Act (with these exceptions), also embodying the custom of the estate. The tenants objected to sign it, saying, they wished no change and would stay as they were. It was explained to them that that could only be done by signing an agreement, but as they still objected the matter was not pressed, and so the estate came under the Act. Farmers do not apply for the landlord's written consent for specific improvements, for the very good reason that they never make improvements of the class for which the landlord's consent is necessary. If my consent were asked for any useful improvement, it would be most readily given. Then I am asked, "Do you know "of any instances where compensation has been "given for the general improved condition of a

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"holding, and not simply for specific improve-
"ments?" Nor do I see how it could be valued. It is the clear duty of the tenant to farm well. There is no right recognised as belonging to the tenants to dispose of their interest in their holding to any solvent tenant or to any other person. Then as to game: Rabbits can only be preserved by the landlord on land in the occupation of the owner, *i.e.*, they cannot be preserved as against the tenant. Hares, again, cannot be preserved as against the occupier. There are not many hares in this country. Shooting over a very large extent of country we killed 52 hares in 1892, an exceptionally good year. Most of these were given to the farmers. In 1891 we killed 11; 1890, 19; 1889, 9; so it is a very small affair. Nine hares on 28,000 acres of land is not very much harm. We seldom have complaints as to damage done by game. When there are, a valuation is arrived at between the agent and tenant. Tenants are not expected to beat. They sometimes come out for sport and good fellowship. We are always glad to see them. Game here does not in any way affect cultivation. I hope that it improves the relation between landlord and tenant. It gives opportunities of meeting. The tenants are generally most anxious that you should come and have sport. On the other hand, there is lunch and presents of game and so on, which they like, and the day's spo t. As to the labourers, I believe the game is of great advantage to the labourers. It gives a great deal of employment, and enjoyable employment, in the slack time of the year, and they have a great many rabbits given them. As to the public generally, the labourers, tenants and neighbours all have presents of game. Every one who has done the landlord any little kindness, or who from old association, we know would like to have it, generally have some. I believe that the neighbourhood consider it a great advantage. Besides which, of course, there is some surplus game which is sold and goes to supply the public demand. Then as to the proportion of offences against the game laws as compared with other offences in this petty sessional district, I obtained a return on the 22nd December last from the Superintendent of Police at Crickhowell. During the last year up to that time there were two convictions for game offences and 14 against property, and 10 against the person and 71 other offences. That is to say, there were two game cases out of a total of 97, and there were two or three that came in afterwards before the close of the year. Taking the last five years there were 43 game cases out of a total of 599, that is to say, 7 per cent. of the total cases. Then I am asked, "Is the law "of trespass satisfactory in other respects?" There are so few tourists that no one objects to their wandering at will. If they wish to come into our private grounds we rather think that they ought to ask permission beforehand, but they do not always do so. Tenants near the towns and villages complain of women and boys carrying away fences for firewood and trespassing in search of mushrooms. As to sporting rights over Crown lands and commons. Sporting rights over common lands belong to the lord of the manor: he is technically the occupier of common lands. Then as to fruit culture, the acreage under orchard in Brecknock is 1,154; that is a great deal more than in all the rest of Wales put together, the amount being given for the other 11 counties at 779 acres.

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49,801. I suppose in regard to fruit culture you do not include Monmouthshire?—Breconshire alone. I am not concerned with any other.

49,802. But in that comparison you have not considered Monmouthshire?—I am unable to answer you. I took the 12 counties of Wales: I certainly should not include Monmouthshire, which is an English county. Then as to horticulture, gardening is much neglected. There are only 10 acres of market garden in the county. Forestry is fairly well attended to. There are 13,955 acres of woods and plantations. As to poultry farming there is a ready sale for poultry, hucksters from the mineral districts meet the trains on market days at the town stations and buy up the lot before the sellers enter the market at all. All the farmers keep poultry; but there is no regular poultry farming. Bee-keeping is very little attended to. Then I am asked how these sources of profit affect farmers. Forestry cannot affect farmers. No one would let land to plant, as it cannot be taken into cultivation again. Orchards are a distinct improvement, and are made for any tenant wishing it. Poultry are a source of profit on every well-managed farm. Then as to instruction in butter and cheese-making, the county council have given instruction in butter-making. (There is great room for improvement, some of the resident gentry getting their butter from a distance to the obvious disadvantage of the neighbourhood.) The number of pupils was at once filled up, and I am told that from 1*d.* to 2*d.* per lb. increase is readily obtained for the improved article. We have only one high class cheese-maker in the county, Mr. Miller, near Brecon. His cheeses when thoroughly ripe will compete with Stilton, which shows what can be done, though it is not generally done in the county. As to instruction in other agricultural subjects there have been some agricultural lectures. They were listened to with interest, but I doubt very much good coming from them. As to railway rates, railways have no doubt been an enormous boon to this county. Builth and Hay districts have been brought within reach of the mineral markets, and the watering places in the north of the county have been opened up. Complaints were made in 1892 of railway rates, but I understand they have been modified. I was myself a member of the Joint Committee of Lords and Commons that sat for

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two sessions on that work which has been so severely criticised. Then as to co-operation and combination. On some estates arrangements are made as to sheep, but I have no personal knowledge of them and you will hear more of it in the north of the county. In farming operations generally, sometimes the same shepherd tends the flocks of several farmers. As to insurance, the buildings, if burned, are restored by the landlord. In one or two cases where buildings of mine were burned, the stock of the tenant was said to be insured. Then as to combinations in the nature of a trade union amongst landlords, farmers, or labourers, there is no combination of landlords to accept or decline any class of tenants, nor have I heard of any such combination between farmers or labourers. There was an organised strike amongst my farm labourers two years ago. They gave notice to leave in a body. I left the matter till the last moment hoping that they would reconsider the matter, but they made no sign, and I was obliged to fill their places. I obtained men without difficulty; after which the original staff wanted to remain on, but in justice to the men recently engaged I was very sorry, but I was unable to comply with their request. We make a rule of not taking a labourer unless he belongs to a friendly society. Then if he is ill we supplement what he gets from the club, making up his full wages for a limited period. In fact labourers commonly subscribe to some club, of which the smaller ones are apt to break down. The Foresters and Oddfellows, &c., grow stronger. A large number of people in this neighbourhood lost their savings in the Liberator disaster last year, but I cannot say how far the agricultural classes were involved. As to other provident institutions there are small clothing clubs managed by ladies to encourage the women to save. The labourers' wives seemed almost universally to subscribe to them. They are excellent institutions and a strong bond of sympathy between women. They are not, however, conducted on sound commercial principles, the interest given being very much larger than is really due to the people. Then as to the general condition of the farming population. As to farmer proprietors there are some farmer proprietors generally of a higher grade than peasants, but there are not many. I am a tenant farmer under one of them. The number of peasant and yeoman proprietors has no doubt decreased. A farm can be hired more cheaply than it can be bought. The liability to repairs is got rid of. And in any case a large family and the necessity for division of property at death makes it difficult to retain a small property for generations. There are some tenant farmers who have bought their own or other holdings for their own occupation in the district. The land has been bought sometimes as an investment. Sometimes it consists of fields convenient to their own homestead. Sometimes a residence for themselves or for some member of their family. I call to mind four cases. One was 10 years ago. The other three were last year. As to whether the purchase money was excessive—in each of these cases I am only cognisant of the purchase because I should have liked to have bought the land which adjoined my own. I will not say that the purchase money was excessive, but it was more than it would have paid me to give to let to a farming tenant from my point of view. It was more than I cared to give. Tenant farmers, their wives and families, generally do much of the work of the farm. Some children stay at home and help their parents. If there are more than are required some go to work as labourers or artisans. Some farmers on a large scale have worked as labourers in this way. I have met some as shopmen in London houses. I understand that children working at home are not paid labourers' wages, but after they have been clothed, fed, and given some pocket money there cannot be much saving in the matter. As to the provision made for them by their parents on marriage or independent settlement in life, it is common, if there are two sons, for a farmer to take a second farm for a son who is marrying—splitting the stock. This is a drain upon the necessary capital, and the few cases of serious difficulty amongst my tenants seem to have arisen from this cause. If a family is large, the farmer's children, like those of all other men, must make their own way. "Could present "rents be maintained if wages were paid in "respect of the children's labour"? Yes, in my judgment. Farm rents are the same whether the farmer has children or not. As to hired labourers, the bulk of them live at the farm; the cottage dwellers being either mechanics employed on roads, or railways, or by the gentry, or by traders other than farmers. Then as to cash wages: I have got the wages of my own farm. The bailiff in 1853 received 21*s.*, and of course a house. He now receives 30*s.* Horsekeeper, cowman, and shepherd—those are what we call seven-day men—received in 1853 14*s.*, 13*s.*, and 12*s.*; they now receive 17*s.* 6*d.* The labourer received 12*s.* in 1853, 12*s.* in 1865, and 15*s.* from 1880 to the present time, 1890. The dairymaid received 6*s.* 8*d.* in 1853; the women received 5*s.* up to 1865 and 6*s.* from that time on. Then, by way of perquisites, the shepherd has his house with rent free. He has 4*l.* in cash in the lambing season; that would make about 3*s.* 6*d.* a week extra on his wages during the year. The cowman has his house free and 1*s.* on each occasion for the services of the bull and boar. The waggoners receive 1*s.* when they go to the town to enable them to get their dinner. They have 4*l.* harvest money in harvest time, no drink being given. The general increase in labourers' wages during the last 50 years I have already shown, but if you like to go further back I may say that in 1712

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a labourer received 3*s.* a week. Of course money was then very different in value to what it is now. In the Parliamentary return, "Wages," published in 1877 the wages in this neighbourhood in 1861 and in 1869 were given at 12*s.* for men and 6*s.* for women. Then, with reference to cottage accommodation, all modern cottages are of much better quality than old ones. The old ones are very indifferent owing to the habit of building the back wall against the bank, which makes the cottage damp and unsanitary. A great deal has been said about the morality of the people in North Wales. I should like it also to appear on the notes that the morality of the people in South Wales is very different, the average of illegitimate births being during the ten years 1881 to 1890, as follows: average for all England, 47 per 1,000 births; for South Wales, 44, Monmouth, 40. In the last year the average for the whole Kingdom was 42 per 1,000. In South Wales it was only 36 per 1,000, and in Monmouth it was only 33 per 1,000. There are only three counties in England which show an apparently better record than South Wales, and they are Somerset, which includes the enormous city of Bristol, Essex, which includes part of London, and Middlesex, which includes part of London. It will be obvious to the Commission that the reason for those three counties having a smaller return of illegitimate births is not because they are more moral than South Wales, but because immorality takes a different form. I should like to add that in my judgment the reason why South Wales shows so good a return is first because our house accommodation is better than in North Wales; secondly, because we have not those barbarous customs of courting of which you have heard in North Wales, and which must produce immorality; and thirdly, I think I am right in saying that the South Welsh people would tell you themselves that they are a God-fearing people; they are very much under the influence of clergymen and ministers of other denominations, and I think that that influence is one for good, and does good in this particular matter.

Professor *Rhŷs.*

49,803. Can you give the statistics for Breconshire? It would be interesting if you could?—No, I cannot give them, but I am bound to say that in the north of Breconshire they do not come out so well. The north of Breconshire is the nearest approach to North Wales, and possibly their customs may approximate a little to the North Welsh customs. I think I remember that it was 55 per cent. there, in fact, I did not put it into my proof because I did not like to. It is better than North Wales, but not quite so good as England.

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49,804. You were speaking of one part of the county as distinguished from another part

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of the county?—I am only speaking of the Builth district. With regard to the morality of this district I am far from saying that it is what it ought to be, but as compared with other country neighbourhoods it would show about the same. Then as to the situation of cottages. The tendency is for cottages to become concentrated in villages. The women find it more comfortable and convenient, and it is altogether more safe for them. They can get the assistance of neighbours in all the work of life. The children have less distance to go to school. They can go in company, &c. On the other hand, it is of course desirable for a labourer to be near his work. A carpenter of ours built himself a cottage (with money lent him by the late Sir Joseph Bailey) about a mile and a half from his work. He was in our employment 50 years, walking three miles a day for 300 days in the year; 900 miles a year amount to 45,000 miles, nearly twice round the earth. His time being worth 4*s.* a day, or 4*d.* an hour, the value of his time taken up in walking was 250*l.*, which would have built two cottages. As to garden allotments, on the Glanusk Estate there are cottages without gardens chiefly in the town, 22; gardens without cottages chiefly in the town, 46; cottages with gardens or land, 98. There has been no demand for cow pasture allotments until lately. Colonel T. Wood of Gwernyfed has introduced allotments under the system of his father-in-law, the late Lord Tollemache. He is sanguine of success. Last year the people of Bwlch petitioned the county council for allotments. The council did not think it well to adopt the Act, but I have a farm lying convenient which it is in contemplation to cut up for this purpose as an experiment. Whether it will succeed or not I am not sure. It would in a dairy country, but I am not sure that it would here, but we are going to try it.

49,805. That is at Bwlch?—At Bwlch. You pass it on your way to Brecon. Then as to the relative standard of comfort and as to self-improvement, we have village reading rooms at Llangattock and Tretower, and a free library and large public hall at Crickhowell. A constant series of concerts are all through the winter got up for all sorts of objects. There is a philharmonic society at Crickhowell for the performance of high class music. There are frequent musical contests, called Eisteddfodau, which are very popular. In a small village such as Tretower, a reading room is very difficult to keep going. The best way in my judgment would be to use a room in a cottage or to take a cottage for the purpose. I am told that Mr. Gwynne Holford has done this at Bwlch. A large room is cold, and requires a large fire and many lights to make it anything like snug. I built an expensive room at Tretower and do not think it a success. The rent is nominal, amply covered by my subscription. I also give a daily paper and other one-day-old

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newspapers from my house when we have done with them. The want of power amongst the labouring class to amuse themselves is very striking. If they have a holiday they seem to have no idea beyond working for themselves in their own gardens. Music is their only amusement. I tried a flower show, making no charge for admission and giving small prizes except a few which were contributed by a friend. It only succeeded for two or three years, when they said they did not see the good of showing unless all exhibitors had prizes. We also got up sports and cricket matches. We have agricultural shows at Brecon, Builth, Hay, Crickhowell, &c. Also many matches for hedging, shoeing, ploughing, and trial of sheep dogs. The Crickhowell show last year cost 266*l.*, which was mostly spent in prizes distributed amongst the agricultural classes or local tradesmen. It is extremely popular. As to migration of farmers, there is very little of it. On the contrary, they live as close as they can to where they were born, and marry a woman out of the same parish. The farmers, large and small, are divided into distinct classes; and they intermarry amongst their own class and are thus much related amongst their neighbours. Probably very few farmers keep accounts. As to the different periods of trade depression, in agriculture it began in 1881: the cause was sheep disease. A second period of depression, dependent chiefly on prices began in 1885 and continued till 1888. 1889 was a year of revival, and 1890–91 were prosperous years. In 1892–93 we have again encountered a severe depression in prices, and foreign competition. During the past year this county has been severely affected, because many of our farmers do not fatten stock, but sell their animals "fresh" to lowland and English farmers to finish them. This year the drought made these persons not ready to buy, and prices have been extremely low. Our own crops have been good, though hay was short in the north of the county. In the Vale of Crickhowell (apart from prices) there has been nothing to complain of this year. A local cause of agricultural trouble in the parishes of Llangattock and Llangynidr has been described already. Then I am asked what remedies I suggest for improving the profits from land. I consider that the mode of collecting income-tax, Schedules A. and B., on land is not fair. It is collected on the gross income; while proprietors of railway and other property are allowed to deduct all outgoings and pay only on the net cash paid into bank. An owner of land is charged on the full rental though he seldom receives more than three-quarters of that income. It has happened to me in two succeeding half years that the sum spent on my estates in Breconshire and Radnorshire for repairs, new work, &c. was as much as the entire rental. I had, nevertheless to pay income tax on the full amount, approximating to 20,000. Schedule B.—This taxation is reflected on the tenant farmer, because his

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income-tax is calculated on the same basis as that of the landowner, though it differs in amount. Local rates press more heavily on the classes who live by agriculture than upon other people. A general rate upon all property is, in my judgment, as one who has had a good deal of political experience, absolutely impracticable, but the Exchequer contribution might be further increased for main roads, highways, and education. The Poor Law requires reconsideration, both in the interests of the ratepayer and of the aged poor, and the police should perhaps be made one body and a national charge. The excessive charge for rates on poor districts with dense population might be alleviated by enlarging the area of taxation, if that could be managed without encouraging extravagance. Foreign competition seems to me the most urgent cause of depression. The time may be now arriving when it will be open to reconsideration whether the foreigner does not receive an undue preference in his goods being admitted absolutely tax free to compete with the very heavily burdened home-grown produce. It may be possible to clear the question from the prejudice arising from the question of big loaf and little loaf. I do not think that under any circumstances any duty should be placed on corn for human food. We are unable to produce wheat enough for home consumption. It is the staple food of the poor. A tax on bread would disturb the rate of wages in every trade. The unpopularity of such an import would be enormous. Any of which considerations place the question beyond the bounds of consideration for practical men. All other articles of foreign produce should, I think, bear their fair share of taxation; as much as falls on English produce, neither more nor less. I have no desire for a protective tariff; what I desire is the foreign and English producer to pay the same amount of taxation on their produce, and I do not think that that amount is impossible to calculate. If it is considered that a farm should produce three rents (as has been stated in evidence), and if taxation, Imperial and local, average about 4*s.* 6*d.* in the £ of rental, that would be equivalent to 1*s.* 6*d.* in each pound's worth of produce. Roughly speaking, a 7½ per cent. *ad valorem* duty on foreign goods would meet the emergency. The new source of revenue to be employed in the reduction of home taxation. If that suggestion is too sweeping a change of policy for the Commission to consider, I should like to say that an import duty on wool would do much to relieve the farmers of Brecknock, where wool is an important staple produce. As to what money has been spent on repairs and improvements, I have to say that during my time at Glanusk I have spent on repairs and improvements 118,830*l.* I have spent on woods and planting 21,149*l.* I have spent on reclaiming and draining 6,872*l.* And the other outgoing on the estate, rates and taxes (not on my own house and farm, and so on), allowances to tenants,

Sir *John Llewelyn*—continued.

and estate expenses of all kinds, have come to 66,271*l.* The total outgoings on the estate therefore have been 213,122*l.*, besides which there has been a staff of woodmen charged to a different account. This statement does not include any personal expenditure on house, garden, farm, game, or anything of the kind. It consists merely of the deductions paid by the agent before any money is paid into the bank. I would say that what that statement comes to is this, that a large landed estate managed, I hope, with fair, but not with exceptional liberality, has cost the owner in my time 200,000*l.*; it means that that money has been spent beyond what money invested in any first-class security would have involved. Had I had my money invested in the Funds instead of in lands, I should have been able to have laid by a sum of 200,000*l.* for my younger children. Under the present circumstances no landlord would have that sum to leave to his younger children, and they mostly do as I have done, provide for the younger members of their family by life insurance.

Mr. *Richard Jones.*

49,806. In how many years was that money spent?—The first half year was Michaelmas, 1861, and the last half year was Michaelmas, 1893; that is 31 years.

49,807. Can you tell us what relation the expenditure bears to the income?—Yes; I have already given you the rental of the estate in my evidence. I should say that in ordinary years about a third of the rental goes out in expenses before it comes into the landlord's pocket. Perhaps if a man had the advantage of inheriting a first-class estate in magnificent order it would be less, but in this county, where the buildings are mostly old and have been built in times when people did not expect such good houses as they do now, the expenses of a Welsh estate seem never ending; I have never got to the end of them yet.

49,808. Then we may take it it is about 33?—Yes; one-third. Then I should say that that includes the taxation on the estate. It includes income tax, which is paid by the tenant and repaid by the landlord.

Mr. *Griffiths.*

49,809. Are we to understand that you are in favour of all copyhold lands being enfranchised?—We have no copyhold land in Brecknockshire, and I have no experience of it.

49,810. But I thought you mentioned that speaking of commons?—Yes, I spoke with regard to the small chief rents, lease rents and heriots, and small manorial uplands here. I spoke both as a lord of the manor and as a tenant under the lord of the manor. As a lord of the manor I say they are very small; we have to collect them in half-crowns, and some of my lease rents go down to 4*d.* on a farm: they are hardly worth the trouble of collecting, and they are burdensome and troublesome to pay. In my judgment

Mr. *Griffiths*—continued.

they all of them ought to be enfranchised. I am willing to enfranchise them and I do enfranchise my own property whenever another lord of the manor lets me do so.

49,811. Then I did not quite understand what you said with regard to the verbal taking of farms. You talked of only verbal lettings?—Yes; out of every nine farms I have agreements with two.

49,812. Is there no wish for agreements?—No; they are objected to by farmers. We are most anxious to have written agreements.

49,813. But the tenants will not have them?—The tenants do not like them. They have always had an agreement under what they consider a well-known custom. They know they will be treated fairly and they do not wish for agreements.

49,814. Have you a general custom of the country here—something the same as we have seen in Glamorganshire?—I think you will have a professional agent in Brecon, and I would rather you asked those questions of him.

49,815. When farms are to let, you have plenty of applications at all times?—Always; but we have so few changes of tenancy and they are so generally let to persons of the same family that there are very seldom farms in the market on my estate.

49,816. When you give abatements in your union, are the tenants able to get their rates reduced proportionately?—When the abatement has been given for more than a half-year, I think. I am not quite sure. They produce their receipt and then they get an abatement on the receipt.

49,817. Unions differ very much?—Well, I ought to be able to answer you the question, but I cannot answer offhand.

49,818. How would you account for the increase of population? We have found such a decrease in other places, and yours is not a mineral district?—Yes, it is. The whole of the south of the county is a mineral district, and in this part, although it looks an agricultural neighbourhood, the parishes stretch over the hills, as Mr. Grove will know very well, and include some miles of the town, of Brynmawr, Beaufort, and part of Rumney and Tredegar.

49,819. It is generally in these mineral districts that the increased population is?—All the enormous increases of population that I gave you are due to mineral neighbourhoods.

49,820. Is there scarcity of labour in the agricultural parts?—There is a tendency amongst the young men to go up to the mineral districts, but the agricultural labourer generally comes back again. He does not like the work underground, although he is well paid for it.

49,821. With regard to the increase in the number of sheep, is there any hand feeding of sheep in this district? Do you give them any cake or corn, or anything of that sort?—Yes, I believe there is; I cannot speak from my own knowledge. We fold our sheep upon the turnips, and if the Honourable Commissioner, driving to Brecon, would kindly look at my sheep on the

Mr. *Griffiths*—continued.

right-hand side of the road, he will see a crop of rye grass, with sheep folded upon it, which I hope will please him.

49,822. We shall see the good effect of it?—Yes, about two miles from here you will see it.

49,823. May I ask shall we on our journey back to Brecon be able to see this allotment ground that you spoke of?—Yes; it is not yet cut up into allotments. It is as you ascend a steep hill—the only hill near Bwlch; then before you get over to Bwlch, the farm lies on the right-hand side. I should say that we have arranged with several of the labourers in the place to let them allotments. The farm lies at different distances from their cottages, and we have allowed them to arrange amongst themselves which field they will each of them have. I believe they have done it to their own satisfaction.

Sir *John Llewelyn.*

49,824. It is on the slope of the hill below the road, is it?—It is on the slope of the hill; the road takes a sharp turn, and it is in the angle made by the turn.

Professor *Rhŷs.*

49,825. What is the name of the farm?—The name of the farm is Llygad-dwr; that means "The eye of the waters."

Mr. *Griffiths.*

49,826. Has the doing away of the turnpike gates been of any benefit or a loss to the tenant farmer, do you think?—Well, it is difficult to answer you. I should say it has been an advantage. I think that agricultural produce went through free; I am not quite sure.

49,827. To a great extent it did, no doubt?—I should think it is an advantage to everybody.

49,828. You are not troubled much with game in this part of the country?—I have plenty of game on my own land.

49,829. But you occupy the home farm?—I occupy the home farm, and I also occupy a rough mountain farm for the sake of the game. I took that in hand when the Game Act was passed.

49,830. Do the tenants avail themselves of the Ground Game Act?—Oh, yes, to a very large extent.

49,831. You say there is a good deal of butter brought into this part of the country from a distance. Why should that be?—There is some butter brought in from a distance.

49,832. Why?—Because the gentleman who was purchasing it did not like the butter in the neighbourhood. You will hear different accounts of it, but the butter in the neighbourhood is not so good as it should be.

49,833. Have they not adopted a new system in these parts?—They have, and I have told you already that those who have adopted the new system are said to be getting a better price for their butter.

Mr. *Griffiths*—continued.

49,834. But they are very slow to adopt it?—They are; it is only last year, I think, that we had this instruction. People are very slow to adopt improvements, especially farmers. They stick to their old way of doing things very much.

49,835. Then I find that you keep a bull and a boar for the use of the tenants?—Yes.

49,836. Do they avail themselves of the use of them?—Yes.

49,837. Or do they keep animals of their own?—No, indeed they do not. The stock all through this neighbourhood looks like first class pedigree Hereford stock, and I believe the reason of it is entirely because for the last 50 years they have been bred from my own bulls. I should say I take a great interest in cattle breeding; I practically edited the Hereford Year Book for some years; I was chairman of the committee.

49,838. Then you say you do not employ labourers unless they belong to some benefit society. Is that a general thing in the neighbourhood or only on your estate?—No, it is only since Mr. Coles came to me that we have done that, and we think it very much to the men's advantage. When they are first ill for a certain time, if we think the illness a genuine illness that stops their working, we make up their wages.

49,839. It is a very good system indeed, I think?—I should also say that when a man has worked for me for 20 years I pension him if he retires because he is disabled.

Mr. *Grove.*

49,840. After 20 years?—If a man has worked 20 or more years I give him generally about 6*s.* a week; it prevents his going on to the parish.

Mr. *Griffiths.*

49,841. Then I believe you mentioned that labourers receive 4*l.* at harvest time instead of drink?—My labourers do.

49,842. Do you find any difficulty in getting labourers on those terms; do they prefer that?—No, I have had no difficulty. During the last two or three years I have stopped giving them drink.

49,843. I had to do the same thing?—They did not like it. I have given sometimes oatmeal and lemon and tea, and so on. I have found one or two things of that kind—the women like it. I found that with an unlimited supply of drink they got troublesome. Finally, I had considerable trouble. A man who was my foreman labourer, and a very respectable man, got into a row—he kicked a man in the field and so on, and then I stopped giving drink, and it has answered; and though the men sometimes complain of it, I do not mean to start it again, whether they complain or whether they do not.

49,844. Still they go on peaceably?—They go on peaceably.

Mr. *Griffiths*—continued.

49,845. They bring their own drink, I suppose?—I do not think practically they do. I do not know how that may be. I am told they do bring their own drink.

49,846. Have you no other agricultural cottages on the farm?—Oh, yes, I have cottages on my farm.

49,847. In most cases convenient to the farms?—At the present time the farmers are beginning to ask more for cottages than they have done for some time. I do not know if a change is going to take place in that respect.

49,848. Do many of the labourers keep cows?—One or two of my labourers I think do, but not generally. Now with these cow-keeping allotments I presume they intend to keep cows; that is the object of it.

49,849. Some of us believe that it would be a means of keeping the labourers in the agricultural districts?—Well, you may believe what you like. It is an experiment at the present time. We shall try it on a small scale first, and if it succeeds we will increase it.

Mr. *Richard Jones.*

49,850. Do you think that the trespass after mushrooms does not constitute such a grievance as to justify making the law of trespass more stringent?—Oh, no, I think not; I should say not.

49,851. Of course there would be an objection to making it more stringent—it would interfere with inoffensive persons who might stray across fields?—Well, my own opinion is that in a beautiful country you ought to put up with a great many little things like that. People now walk in my park. What harm do they do me?

49,852. I am very glad to hear that that is your view?—Perhaps I should say that for the last year or two I have generally in summer opened my park and my gardens once a week to anybody who likes to walk in them, because I think if people like to see a pretty garden it is a pity that they should not have the pleasure. It is not very largely availed of.

49,853. You say that a good deal of the corn that is raised in this county is consumed on the farms?—Yes. The old custom of this country is to take your corn down to the mill and have it ground, and use it as bread.

49,854. You are not aware whether any complaint is made by the farmers that there is no provision in the third schedule for compensation for corn consumed on the farm?—I do not suppose a single farmer in the place knows anything about the Agricultural Holdings Act unless they go to a solicitor when they are in some difficulty. I never heard anything of the kind. They may talk about it.

49,855. So we may take it that the Agricultural Holdings Act is really inoperative in the county?—I had one large claim for compensation. That, I think, was under the Agricultural Holdings Act. It was a gentleman who had taken a farm from me. I think he had taken it under a former agent—under the Glamorganshire custom. At all events he insisted on going out under the Glamorganshire custom, and I had to pay a large sum to him.

Mr. *Richard Jones*—continued.

49,856. Was it in Glamorganshire?—No, it was in Brecknockshire. It was due to some mistake in the taking. I do not quite know what.

49,857. I see that the time varies on your estates as to the termination of a tenancy, some terminate at Candlemas; others at Lady Day?—Those that are not at Michaelmas are generally people who have followed old leases. Old leases in this neighbourhood were ended, I think, at Candlemas. Then when the leases expired and the people remained on as yearly tenants, as they all practically did, we did not alter the terms of their taking, but we have made an attempt to bring all the takings to Michaelmas, and the bulk of them now are Michaelmas takings.

49,858. Do you find any difficulty in bringing that about?—Well, I have looked over my rentals for the whole of the time I have been there for the purpose of getting my evidence ready for this Commission. I find there is an odd half-year paid—a single half-year paid at one time, whether it was an extra half-year or a short half-year I was not able to trace. You must understand that my present agent has only been with me for three or four years, and I had to collect the evidence that I have given to-day from old figures. I am not able to give you the reasons, I can only give you the facts.

49,859. I suppose you would consider a Michaelmas taking the best time of the year?—It seems to have been so considered by those who have managed for me in former years.

49,860. With respect to the farms which are taken by verbal agreement, you have never had any difficulty with those tenants?—No, I think not.

49,861. I suppose they observe a sort of unwritten law that old pasture is not to be broken up?—Yes.

49,862. Of course, for a reason quite obvious?—Oh, yes.

49,863. If they happened to do so they would not succeed in getting a farm under any other landlord if they violated that unwritten law?—Quite so. I have only had one case and then it was done ignorantly. The moment I called the man's attention to it and showed him that he was liable to a penalty, he said: "Well, I will "lay down the field again," and he did so.

49,864. What is the objection which farmers have against written agreements?—Well, I do not know that the objection exists now so much as it did, but some years ago you would be surprised how ignorant many of even our large farmers were. They could not read or write; you must remember it is only since 1870 that children have been taught to read and write so very largely. I think it was a feeling of suspicion.

49,865. They were afraid to put their hands to paper?—I think they preferred their old way

Mr. *Richard Jones*—continued.

of going on. My agreements originally were made expressly with the intention that they should go on in their old way and not come under the Agricultural Holdings Act. They told me they did not wish to come under the Agricultural Holdings Act, but as they objected to sign an agreement I dropped it at once. I had no objection to their going on as they were.

49,866. I see you have the principle of the settlement of any differences that may arise under the Agricultural Holdings Act inserted in your agreements?—Yes, I have an arbitration clause.

49,867. Has any occasion arisen where this has had to be resorted to?—I am told there is one case.

49,868. And that was settled amicably?—Yes, it was so.

49,869. Do you know whether any of the farmers claim to fill their returns under Schedule D.?—No, I have never heard of a case. You mean under the new Act—an Act of three or four years ago.

49,870. Yes?—No, I have never heard of a case. I believe those who have large farms all pay under Schedule B.

49,871. I take it it would be to their interest to do so in times of depression?—It is not for me to say. I do not know.

49,872. I know I have done so, and it has answered my purpose. Has there been much land laid down in permanent pasture?—Yes, I have already given you the figures showing that there is more land under pasture now than there was 20 years ago and showing what there was in an intermediate period.

49,873. With respect to your own estate, are you aware whether farmers have laid down permanent pasture?—I am unable to answer you. It is done in a very rough way when it is done here. It is not done so elaborately as you do it in England.

49,874. You have never been written to to obtain your consent to laying down?—No, I think not. I should not be written to myself; it would come through my agent.

49,875. Was there any advance made in the rents on your estates between the year 1870 and 1876?—No, I have had no general advancement. About the year 1870 if a farm was in the market and taken, it commanded high rents for the moment, but they have all gone back to their original rents again.

49,876. When had you the last general revision of rents?—I have never had one. I should be very glad to show the Honourable Commissioner if he took an interest in it the terrier of the farms with the rents from the moment that I have had them up to the present day.

Mr. *Grove.*

49,877. You say you think the county council ectures have not been quite as useful as they might be. Are you on the technical instruction committee yourself?—No, I am not; I am on a great many committees, but not upon that. Mr. Doyle, who, I believe, is going to give evidence this afternoon, takes an interest in that.

Mr. *Grove*—continued.

49,878. I daresay you suppose that as we get a little more experience, the lectures will so develop into more usefulness?—I think the dairy classes are very useful. As to agricultural chemistry, a gentleman gave a lecture on that subject at Crickhowell; it was very interesting for the moment, but I do not think anybody retains anything of it in his mind. It is better learnt from a book, if you want to learn it at all.

49,879. Then as to fruit culture, do you think there might be more fruit culture in this county?—I think an orchard close to a farmhouse with a few good apple trees and some cider fruit is an advantage, and whenever a tenant will take care of it I always make one for him.

49,880. You are prepared to assist them in that respect?—Oh, yes, and I do; I encourage it in every possible way.

49,881. Do you protect the trees as well as give the trees to them?—I do not see how I can protect them.

49,882. I mean by putting some protection round them; you would not pay the cost of that?—No, certainly not; it would be very costly.

49,883. When you make abatements you say notice is given to the tenants?—No, I said it was not put on the notices.

49,884. Do you think it is possible that not having some sort of notice may be a hardship to a farmer?—No, I do not think it is.

49,885. We have had complaints where farmers have had to sell their stock?—No, I think it is generally known. You must remember after all 10 per cent. does not come to much upon each individual farm. In the case of a farm of 100*l.* a year rent, it is only a 10*l.* note. In fact I look upon these per-centages of reduction merely as a mark of sympathy between landlord and tenant. I do not think it is of any great value.

49,886. But after all even 10 per cent. is of great value to a farmer when he is struggling?—Oh, it is to a certain extent, of course.

49,887. As to game have you had many claims for damages done by game?—No, I have not had any claim for damages done by game for a very long time.

49,888. A copy of the agreement is given, I suppose, whenever an agreement is entered into?—Oh, yes, always.

49,889. Have you any general agricultural society for the county?—Yes.

49,890. In Monmouthshire after the passing of the Agricultural Holdings Act, Mr. Stratton and others brought the custom of the country into a regular concrete form, so that that is most valuable. Is there anything of that sort in your county?—No, I have never seen anything of the kind.

49,891. Has there been much change of ownership in lands in this district?—A paper

Mr. *Grove*—continued.

is put into my hands. I understand that tenants under abatement do not get their rates reduced. I answered a question by Mr. Griffiths about that with some hesitation, if you will remember. I take it Mr. Coles has enquired, and he now passes me this paper.

Sir *John Llewelyn.*

49,892. We have found a great diversity of practice in many places. There is some question in the minds of many guardians whether they have power to do it or not?—I am a member of a board of guardians and ought to have known. My impression was that several tenants had brought me a paper showing the actual amount that they paid and that their rates had been reduced, and I was still under that impression.

Mr. Griffiths.

49,893. It would not be a permanent reduction?—Oh, no, not a permanent reduction.

Mr. *Grove.*

49,894. But you would regard it as rather a hardship on the tenant if his landlord reduced his rent that he should not get his assessment lowered, would you not?—Of course if the rent is reduced permanently he gets his assessment lowered. The assessment is on the rent that the tenant gives.

49,895. When you say permanent what do you mean by a permanent reduction; how many years would you call permanent?—I think there is a misunderstanding. Tenants have produced before me two or three receipts for their rents for two or three years, and a reduction of rates has been allowed upon that. On a mere abatement a reduction probably would not be allowed; I understand it is not allowed. Of course if there was a permanent reduction the rates would be lowered, unless we thought there was something underhand.

49,896. But if the landlord allows an abatement is it not fair, do you think, to the farmer that he should get the benefit of that in his rates?—Well, it is not so large a question as it would seem to you, because the rate is not so many pence, but it is a sum of money that is required, and that sum of money has got to be raised somehow. Therefore in an agricultural district, where the whole of the district is farmed, if you allowed the abatement you would have to make a larger rate. Up to a certain extent I agree with you.

49,897. You said you thought the Small Holdings Act was hardly as useful as it might be?—Yes, I look upon its success as very problematical. I think many a poor man will lose his money by buying a farm and having to part with it again.

49,898. We found in Cardiganshire, the last county we were in, a great desire among the small farmers for buying their own holdings, and that arose from so many changes of ownership in the district, so that there was a feeling of uncertainty as to whether they would not be getting notice to leave and be turned out of their holdings. I suppose you have not had so many changes in these parts?—The changes years ago were changes from holders who were sadly in want of money, to my late grandfather, who at that time was a large ironmaster, making a considerable sum of money, and investing it in land. Since that time there has been no change of ownership.

49,899. You spoke about railway rates, I know you have a large experience in that respect, as we were often meeting each other on that very question; but do you think that the railway companies are charging more than their legal maximum?—Oh, no, but you must remember it was not the business of the committee to make rates. What we made was a maximum rate, and we cut the railway companies down in some things very low, and they retaliated by rising other things to their maximum.

49,900. So that when people grumble at railway rates, you say, so far as your experience goes, the railway companies are within their legal charging power?—Yes, they may be; it is actionable if they are above their charging power.

49,901. They ought to be; are they always?—Yes, I should think so.

49,902. Taking the district generally, do you think there are sufficient cottages for farm labourers?—They are the same as there always have been—Yes, I think so.

49,903. You would not suppose that that accounts in any way for the scarcity of labour on the land?—I do not think there is much scarcity of labour on the land. We have followed the same mode of agriculture which has always been followed.

49,904. There would be a tendency to cut down labour because of the great depression in agriculture just now?—No doubt the farmer meets the hard times as best he can.

49,905. You would consider the present time a time of great depression to the farming interest, I suppose?—The last year, so far as prices are concerned, was one of great depression.

49,906. Do you consider that land has to bear too many burthens in taxation and otherwise?—Yes, I do. Of course, as I am interested in the matter I cannot be a judge of my own cause.

Professor *Rhŷs.*

49,907. I gather from what you said that you did not consider that people were as eager to make use of the reading rooms and places of that sort which you provided for them, as you could wish?—That is so. I provided a very handsome room; I think I made a mistake, and I should have done better had I hired a cottage at one tenth of the cost.

49,908. You have not tried to enlist their interest in the matter by giving them somewhat more of the management?—Oh, yes, I have. I

Professor *Rhŷs*—continued.

merely take, I think, a shilling a year rent for a room which cost me 700*l.* to 800*l.*, and I do not manage their affairs at all.

49,909. You let them manage for themselves?—Yes, certainly. I have so far helped them in their management that I send down my own newspapers a day old, to save them expense.

49,910. Even that does not quicken their enthusiasm?—No, in a small village it does not.

49,911. Do you expect that will grow as education becomes more extended?—I doubt it—not in a small village. In a town like this, which you might call a village but I call it a small town, there is a free library and so on, and I believe they do very well, and some young men take an interest in reading.

49,912. Here they do very well?—I believe they do.

49,913. You touched on the question of insurances, and I did not quite gather whether the farm buildings are usually insured on the estates?—No. My farm buildings are not insured. I insure gentlemen's houses on my estate, but not farm buildings; it would not pay on a very large estate; it is better to build them up, if they are burned down.

49,914. With regard to the land tax, did you mention who pays that tax?—The tenants in most cases.

49,915. You alluded to the clause in the agreement to prevent the tenants from breaking up pasture land. Do you encourage them to lay down land in pasture?—Oh, yes, we are very glad if they do. The tendency now-a-days is all to lay down land in pasture.

49,916. By encouraging them, I mean do you bear any part of the expense? Do you give them seeds, or anything of that sort?—We give them manure or a money allowance; I do not think they trouble much about seeds.

49,917. With regard to co-operation; there is not much co-operation amongst the farmers?—Except sometimes the same shepherd looks after several flocks on the hill.

49,918. With regard to the middleman, I have heard it suggested now and then that he, or the butcher, for instance, gets too much profit on the sheep and cattle sold by the farmer. Do you think that is the case, and that by some co-operation amongst themselves they would secure a fairer price?—I do not know. I have had it in my mind once or twice whether such a thing should be done. I think it doubtful whether it would succeed.

49,919. People living in towns say they pay just the same for mutton for a series of years, and the farmers say they get just the same, and so on. Do you think there is a margin in which co-operation amongst themselves would rectify things?—I think if you started a co-operative farming society in London, and had a large shop for meat and country produce generally, you would gradually find that you would get down to be an ordinary tradesman and getting your meat at the cheapest place you could, and selling it for the best profit. I am afraid it would not answer for a given district. It has crossed my mind several times whether such a thing could be done.

Professor *Rhŷs*—continued.

49,920. You have said you do not let farms to the highest bidder, but we have had a thing of this sort suggested, that the agent says to the farmer, "I will let you a farm," and so on; "but," he says, "So-and-so has offered so much "for it, and I cannot let it under that price." He does not actually let it to the highest, bidder, but he lets it to someone else at the highest bidder's figure?—That is not the custom on my estate. When a farm falls vacant it is let at what we consider a fair price, about the same price as it was before. I should be only too pleased to show the Commissioners what is practically the life history of all my farms. I have it if you wish it.

49,921. Have you ever had leases for three lives on the estates?—There are a few of them, where people have built a cottage of their own.

49,922. There are a few now?—There are none on my estate. There were one or two, but they have fallen in or died out.

49,923. It has not been the custom on your estate?—No, it has not been the custom on my estate.

Mr. *Grove.*

49,924. Just one other question. I suppose the parliamentary return does not show the acreage of the enclosures of which you have put in a list?—That is an exact copy of the parliamentary return which I handed in.

Mr. *Richard Jones.*

49,925. You say upon that the general improvement of a holding could not be valued. I think that difficulty might be met in this way, might it not, that every farm should be valued at the commencement of a tenancy—a field valuation?—I do not think my tenants wish it. I should have no objection, but I think my tenants would have a very strong objection.

49,926. It does not prove the thing is impossible. You say such could not be possible?—The general improvement?

49,927. Yes?—I maintain what I said: I do not think it could be valued.

49,928. It could be done approximately, at any rate, could it not? If a practical farmer went over a farm at the commencement of a tenancy and made a field valuation, and when the tenant left the farm the valuation could be made afterwards, and if it was found that the farm was improved in value the tenant would claim compensation for the additional value?—Supposing it proved the other way?

49,929. The landlord would be compensated for deterioration?—I am afraid he would not find himself compensated; he would not get any money.

49,930. I think in justice to both parties such a course should be adopted: that is, where

Mr. *Richard Jones*—continued.

it is possible?—You see on a large estate a farm, when it is let, is let at something like the rent at which it was before. If I had a farm valued it would practically be introducing the system of the highest bidder, because a man would come and say the farm was worth more than you have been letting it for, and I will give you so much for it. I do not think it would be to the interest of the tenant.

49,931. When you fix the rent for a long period it is rather a rough and ready style; it is not in accordance with the prevailing price of stock and produce?—You cannot change the habits of the people. You must be content in Wales to take the ways in which the Welsh people have been taking their farms. I think if I had mine valued a good many would be paying more rent. To judge from the farms I hold myself, the neighbouring farms would be doubled in rent. It would be a very unpopular, and I think a hard, thing to do.

49,932. And possibly in some cases they would be reduced. May we take it in that way?—I cannot say. I do not think so.

49,933. It would be more equitable, would it not?—What would be more equitable?

49,934. The rents would be more uniform?—Under what circumstances?

49,935. If the rent was fixed periodically?—Well, you see the reason that the tenants prefer a year to year tenancy instead of a lease is because their rent is not fixed periodically, but because they have it for a great number of years the same rent.

49,936. Perhaps some of your farms are more adapted for corn growing?—A few of them.

49,937. We will say there are some; corn growing has been more unprofitable than any other branch of farming, and possibly the rent on the corn-growing farms would be higher in proportion to other farms?—That is perfectly true in districts in England. I have some farms near Monmouth, where I have made some large reductions in rent. I have some estates in Buckinghamshire which are absolutely unprofitable, and those are corn-growing counties. The reason we have escaped the agricultural depression here so much is because we are not a corn-growing country. Supposing there was a farm more suitable for corn-growing, you would find that the farmer would have a by-take—a second farm—on the mountain, and he would work the two together.

49,938. That is, provided such a farm was available?—Well, that is the usual mode of conducting business here.

Mr. *Griffiths.*

49,939. Are the present abatements made satisfactory to the tenants, as a rule, to meet the present depression?—I think so. At the same time I think the last year has been a hard one for the farmers.

49,940. Stock has been selling very low?—Yes.

Mr. *Griffiths*—continued.

49,941. Are the tenants satisfied that the abatements made are sufficient?—Yes, but they would like more no doubt, they would be glad to have no rent to pay at all.

Mr. *Richard Jones.*

49,942. What was the cause of the strike amongst the labourers?—The lowest of my labourers at that time was receiving 15*s.* a week, and the seven day men 17*s.* 6*d.* I think one gentleman in the county was giving a shilling more, and they thought they ought to have a shilling more, and they foolishly said they would all leave me at the end of the week. I made every representation to them I could, not to do it. I left the thing to the middle of the week before I set to work to get any other labourers. Two men repented, and I let them stay on at once. When the Saturday morning came at the end of the week, I had hoped they would have all said they would stay on, but they did not, and then I had other labourers down, and, of course, I could not make fools of the other men who came into this country to do my work for me, so they had to go. I was very sorry for it. I may say on an occasion of that sort somebody has to be master, and between myself and my own men I intend to be master.

Sir *John Llewelyn.*

49,943. There are some questions handed in. The first is by Mr. William T. Lee: "Is there a "demand for allotments on your estate"?—I think I have answered that question.

49,944. Is it true that they are let at from 12*l.* to 14*l.* an acre?—There is one field or garden allotments in this town—it is not a labourers' allotment at all, but taken almost entirely by tradesmen—let at from 10*s.* to 1*l.* a piece, the allotment. What the size of the allotment is I do not know, but they do let at a high rate per acre no doubt.

49,945. It is accommodation land?—Yes, small gardens.

49,946. Would you be prepared to deny that it is let at from 12*l.* to 14*l.* an acre?—No, I should not. Of course, it is a valuable field; it is a field close to the town; it would be worth 5*l.* an acre for agricultural purposes; it has been cut up into small gardens for the tradesmen.

49,947. There is another question by Mr. W. T. Lee: "The allegation is that the buildings "on the estates are in a bad condition. Is this "a fact?"—I have given you my expenditure on buildings. I have given you the fact that a year ago I absolutely spent more upon the buildings than the estate produced. The estate is not in so high a condition all through as I should like to see it, but the buildings are very much improved.

49,948. Another question by Mr. Lee: "Do "you adhere to your statement that Welsh "agreements are not required by your tenants?" —Certainly. I have the statistics here. I told you that, so far as I knew, none of my tenants

Sir *John Llewelyn*—continued.

are Welsh-speaking only. In this particular neighbourhood, out of 19,515 people, nearly 11,000 speak English and no Welsh; there are 5,700 Welsh and English speakers, and only 1,585 Welsh speakers, and where they are I am sure I do not know; I never find them.

Professor *Rhŷs*.

49,949. Who cannot speak English?—Who state in the census paper they cannot speak English. It is not exactly the same thing.

Sir *John Llewelyn*.

49,950. You adhere to your statement that Welsh agreements are not required?—Not the slightest. I should not have the least objection to having it done, but such a thing is never asked for.

49,951. There is another question by Mr. Lee: "How often do you visit your tenants?"—Now we are going a long way to leeward, I think. I was round to a great many last year.

49,952. You live in this part?—Yes, I live in the place.

49,953. Another question by Mr. Lee: "Can "you tell us why your men struck in the strike "you mentioned?"—I have just answered that question.

49,954. "What wages were they getting?"—That I have answered.

49,955. "What are their wages now?"—That I have also answered Mr. Lee wants a lot of things told twice over.

49,956. Mr. Richard Jones asked you the questions before, not Mr. Lee?—I have answered them.

49,957. "Can you state the acreage of the "estate when it came into your family?"—The estate has been bought bit by bit. How am I to state it?

49,958. You do not know what it was?—I will say, to answer the question, not an acre. How can I state what the acreage of the estate was when it came into my family? No one in these days can become possessed of an estate except by purchase.

49,959. Then the next question is: "At what "rate has it multiplied? What is its present "acreage?"—I have given you that. It has not multiplied at all; it has been paid for.

49,960. "Does not the large extension of your "estate in such a brief period show that the "investment in land has paid you"?—No. The rental is at about the same as it always was. The money which has been invested in my estate has not been savings from land; it was the money made by a very successful ironmaster.

Sir *John Llewelyn*—continued.

49,961. There is a question by Mr. Vincent: "Will you give the details of acts of kindness to "Nonconformists to which you referred? I ask "this because there have been suggestions to "the contrary effect in other cases?"—Yes, I can. The only reason why I did not give them was because I did not way to say anything more about them, as I was on good terms with them. In the first place, the firm of J. & C. Bailey, of Nantyglo, lent 900*l.* to a Baptist community to build Sion Church, Brynmawr. On the dissolution of the firm the outstanding debt, 147*l.*, was transferred to myself; and I forgave the debt. In February 1877 the Welsh Baptist Association passed the following resolution:—"That the Conference having learned "with extreme satisfaction that Sir J. R. Bailey "has dealt so bountifully with the Baptist "Church at Brynmawr in releasing them from "the heavy debt under which they were labour-"ing, wishes to present its heartfelt thanks to "the said gentleman." Then there was a chapel at Groyne fechan. In November 1878 a petition was received from the worshippers, stating that it was in an unsound condition. It belonged to the Glanusk estate, and was let for a nominal sum of 2*l.* a year. It was restored by myself at a cost of 113*l.*, and I afterwards re-seated it for them. I may say, by way of showing how little the differences of religion have to do with selecting tenants on this estate, that the memorial to me was signed by the heads of families, nearly all tenants or employed on the estate. The Presbytery for the county of Brecknock passed a vote of thanks for that on June the 29th, 1880. In 1889 the community at Bwlch desired to enlarge their burial ground, and I and my son presented the land as a free gift. In 1890 a similar piece of land was given to the chapel at Llangattock for a like purpose. The original site of this chapel was, I believe, given to them by my grandfather to build the chapel on. There are many others, but those are the larger ones—the considerable sums.

49,962. There is another question by Mr. Lee "Have your gifts to Nonconformists been sub-"ject to any conditions, and if so, what"?—The gift to the Baptist community at Brynmawr was subject to no conditions. The doing of the chapel at Groyne fechan was subject to no condition. The gift of land at Bwlch and at Llangattock was subject to the condition that they should in their vestry put up a board acknowledging the gift. I did that rather to avoid things being said afterwards. It is a very usual thing, and I have done it in Church of England churches also. It is very right it should be known how land is acquired, and how a church is built, and so on.

The witness withdrew.

Adjourned for a short time.

Mr. John Andrew Doyle called and examined.

Sir *John Llewelyn.*

49,963. You are, I think, Mr. John Andrew Doyle, of Pendarren, near Crickhowell, and as an Assistant Commissioner you reported, I believe, to the Royal Commission on Agriculture in 1880–82, on the state of farming in Wales?—Yes.

49,964. The evidence you wish to give is partly personal as an owner of land?—As an owner cultivating my own land. I have no land that I let out.

49,965. You farm your own land?—Yes.

49,966. How much is it?—About 220 acres of agricultural land.

49,967. Will you give some evidence for the district of Crickhowell Hundred?—Yes, I am prepared to answer specific questions.

49,968. With regard to sheep runs, what is the condition of the right of pasturage in this country?—So far as I know from my own knowledge, it is this: I have two farms on opposite sides of the valley, both adjoining the mountain, and on each the usage is (I do not know what the legal custom is) that the stint is unlimited.

49,969. What is the effect of that?—I think the effect is undesirable. It would be very much better if there was a limit. It is possible that a limit exists; I only know of the custom in my neighbourhood, and if there is a limit it is certainly not observed, and no attempt is made to enforce it, I believe, on the Sugar Loaf.

49,970. What effect has it upon rent?—It necessarily raises the rent of the farm, and it is an additional advantage. Given two farms of equal productiveness, the farm plus a sheep run must be more valuable than the farm minus a sheep run.

49,971. And that would be taken into consideration in fixing the amount of the rent?—Unquestionably.

49,972. Do you think that is beneficial or otherwise to sheep farming?—Do you mean that the existence of a run is beneficial?

49,973. Yes?—No, I do not think it is so, not at least an unlimited run; it leads to a great many disputes on the mountain. Cases of what is called sheep coursing often come into court which give rise to a great deal of ill feeling.

49,974. You think it would be better if there was a limit to the number of sheep, if there was stint?—I think so. A very small holder close to the mountain is able to keep a very large flock upon it because he can be constantly on the mountain. Whereas the larger holder who has a large farm to attend to cannot get the same advantage out of it.

49,975. Do you consider that language, politics, or religion have any effect upon the relations between landlord and tenant?—Language certainly in this county cannot have.

49,976. English is always spoken?—I should not say that politics or religion to my knowledge have any effect, but, as I told you, I am not a landlord, so that it is a mere matter of opinion.

Sir *John Llewelyn*—continued.

49,977. Do you know how rent is fixed; whether it is fixed per acre or on the gross sum?—I do not know, but it does not seem to me to be a question of very great importance, because even if it is nominally a gross sum it must be practically per acre.

49,978. Are good labourers scarce?—Well, "scarce" is a relative term. It is not very easy to get them. I should say, I think, that they are scarcer than when I came into the country and began farming.

49,979. What is the condition of the fences in this neighbourhood upon the farms?—I should say they are not very good.

49,980. Is that a consequence of labour being more or less scarce?—It may be; I should think it is possible that it is so.

49,981. Can you speak to the effect on cultivation of game preserving?—Only from observation. There is no doubt, I should say, that very extensive preservation of ground game is detrimental to cultivation.

49,982. You know the Ground Game Act no doubt?—Yes.

49,983. Is that taken advantage of?—I should be only speaking from hearsay as to that, and I should hardly like to say anything upon that point.

49,984. Can you speak of the offences against the Game Laws?—Yes. I have filled in some details which have been handed in.

49,985. I see in the statement as to the offences against the Game Laws which you have handed in, that in this petty sessional division during the last six months of 1893, which would be a normal period, there were eight game cases, one being a case of fish poaching. Is that correct?—Yes.

49,986. But that was as compared with 18 offences against the person, and 54 miscellaneous. Is that so?—Yes. I went through the charges for that period of time, and took my list from them.

49,987. During the last six months of 1893, that is?—Yes.

49,988. What have you to say about poultry farming?—I think there seems to be a considerable quantity of poultry kept. I think farmers keep, so far as I can observe from going about, a considerable quantity of poultry, and I should think that if they paid better attention to them they might increase the egg supply somewhat, but in a country like this where there are no large towns to be supplied and where communication with main roads is difficult, I do not think poultry can be very much of a resource.

49,989. Do you think that more production in agricultural matters is required?—Yes, in some respects I should say it was.

49,990. What has been done?—100*l.* a year is allotted by the county council to technical education in agriculture. Lectures have been given on manures, and on the subject of feeding, at different centres of the county, and dairy demonstrations and examinations have been held.

Sir *John Llewelyn*—continued.

49,991. Those dairy demonstrations, and so on, are under the County Council, no doubt?—Yes.

49,992. What benefit societies are there in the neighbourhood?—I could not tell you what there are offhand. I think that both the Foresters and Oddfellows are in existence.

49,993. Are any of the men in your employment in any of these little societies?—They are not all at present, but they all either are or have been at some time with one exception.

49,994. Are the societies in a satisfactory condition?—I think the extant societies are. I know of one man who now belongs to the Foresters, and who told me that he had previously belonged to a society which fell through for want of recruits; they wound up their affairs; they did not become insolvent, and so on, but it was wound up.

49,995. How many men have you in your employment?—Seven.

49,996. And of those seven, six are in societies, or have been?—Yes.

49,997. Are there any proprietor farmers here?—In my parish which I can only speak to?

49,998. Yes?—No, I do not know of one in my parish. I know one very small proprietor, but he lets his farm and lives in a cottage close adjacent, but I do not know of any who till their own ground.

49,999. You know of another who mortgaged his holding, I think?—Yes.

50,000. And the mortgagee sold it?—The mortgagee sold a portion of it to me. I do not know how he has dealt with the other portion—whether he has foreclosed, or whether he occupies it.

50,001. So that, according to that, you did know of two who have come to an end?—No, one has not come to an end; he still holds his ground and sub-lets.

50,002. What are the wages that the labourers get?—My regular labourers get 15*s.*, and a cottage.

50,003. Do they get any extra in harvest time?—Yes, they get 1*l.* in lieu of beer; they used to get beer; and my shepherd gets the same in lambing time.

50,004. Do the wives get anything extra?—The wives do, by private arrangement. In most cases I give the wives 1*l.* a year for keeping poultry for me, I supplying them with food also—the 1*l.* is for merely attending to the poultry.

50,005. What do you consider to be the standard of comfort between farmers and labourers?—I should say from observation of some of the quite small farmers that I should think their standard of comfort was hardly, if at all, higher than that of the labourers. As to a farmer tenant of mine on a small farm which I now occupy myself of 60 acres, I do not think his standard of comfort, so far as I could observe, was materially better than that of my labourers.

50,006. Do the labourers migrate much?—I believe that out of my last five carters certainly two have gone to the mining districts. One of my present men went there, and he came back again; he did not go when he was in my employment, but he went and then came back again to agricultural work.

50,007. Do you know what the temptation was to go and to come back?—The temptation to go, I imagine, was higher wages; it generally is; they are told that they will get higher wages. The cause of his coming back was that his wife disliked the life there.

50,008. So that the advantages would be very nearly equally balanced?—Well, that was her opinion, that having regard to the expenses of the necessaries of life there, and the additional house rent, the difference was not nearly as great as it appeared on paper.

50,009. We have heard in many places a good deal of this migration of labourers to the works districts, and we have had various reasons advanced for it; one would be the higher wages; you think that that would be an element?—I think so; I think that is the first inducement to go generally.

50,010. Another has been suggested to be better housing. How would that be in your case?—It would not be the case, I hope, with labourers living on my own ground.

50,011. That is to say, they are sufficiently well housed at home?—I think so. I hope so.

50,012. The third would be the temptation of getting greater advantages in the way of more society in point of numbers?—Yes, they are nearer shops, and I think they do feel that.

50,013. And greater advantages in the way of pleasurable society?—I think there is something in that.

50,014. And reading rooms. Have you reading rooms?—We have a reading room in Glangrwynay village, which is about a mile and a half away, but I doubt whether that is much used by any of the agricultural labourers. There is a factory down there, and it is used by the factory hands more.

50,015. I think I may gather from what you say that the principal temptation to go is the higher wages?—I should say so myself, but that is only a matter of opinion.

50,016. Yes, it is a matter of opinion, I suppose, with them and with you, and with everybody else, as to what the temptation may be, but it is very interesting to have your opinion?—What I meant was, I have never talked to them myself on the subject. In some of the remote districts I have no doubt the distance that the children are from school is a discomfort.

50,017. Yes, that is an element?—I think they feel that.

50,018. I observe you have put down on your *précis* that they not infrequently come back?—Yes, I have heard several cases of that.

50,019. Would living be cheaper here than up at the works?—Yes, I imagine so.

50,020. House rent would be cheaper, no doubt?—House rent would.

50,021. Would food be cheaper?—I could not say. You see they would have to pay for vegetables instead of growing their own.

50,022. So that food to that extent would be dearer?—Yes.

Sir *John Llewelyn*—continued.

50,023. Could you make any suggestions as to remedies for improving the profits?—Do you mean improving agricultural profits?

50,024. I have a note in the statement which you have handed in that you will make various suggestions as to remedies for improving profits?—No, I cannot suggest any comprehensive or heroic remedies. I think there are various things in which farmers might do a little better. There is room for improvement in stock, and there is room for improvement in cultivation. Partly from being under-manned they are very often backward with their agricultural operations; they sow late and they harvest late, and a late harvest is a great loss because it makes it impossible to sow catch crops on the stubbles, by which, I think, a great deal might be done in this country.

50,025. What are the relations between landlord and tenant?—I think that is almost an impossible question to answer; they vary in every individual case. As I said, it is like asking what are the relations between husbands and wives.

50,026. I suppose those relations vary?—I am told so.

50,027. Can you speak as the positions of tenant farmers?—As to their positions in what way? It is rather a vague question, is it not? I dare say if it were broken up into one or two definite heads I might be able to answer it.

Mr. *Richard Jones.*

50,028. Say financially?—Well, that is a very difficult thing to get at, I imagine. A man's bank-book is a thing which he keeps to himself very much.

Sir *John Llewelyn.*

50,029. I will put it a little more pointedly. Do you consider that the position of the tenant farmers is as good as that of freeholders?—There are no freeholders practically to compare them with.

50,030. You have no freeholders here?—No, with the two exceptions of which I have told you, as to which I should say that one of those men before he succeeded to that small freehold was a tenant farmer, and I believe at one period of his life a very prosperous tenant farmer, but he afterwards took to bad courses, he drank, so that I think we cannot argue from his case in any way.

50,031. That would not be a fair comparison?—No.

50,032. What is your opinion about Land Courts?—That would depend upon what they aim at doing.

Mr. *Richard Jones.*

50,033. It would depend upon the functions of a Land Court?—Yes, it would depend upon the functions of a Land Court. I may say at once that I have great distrust of any sort of State interference with private contracts between individuals, and I could hardly imagine a Land Court existing for purposes apart from that—I can hardly imagine that the functions of a Land Court would not involve some such interference.

Mr. *Richard Jones*—continued.

50,034. Do you know the Agricultural Holdings Act?—Not well.

50,034A. Very few people do seem to know it well?—That is so.

50,035. It is not generally known?—Not letting land, I have not had occasion to refer to it.

Professor *Rhŷs.*

50,036. In answer to the Chairman's question, whether better accommodation in the populous districts or in the works districts was one inducement for labourers to leave, you said just now that you hoped it was not so in your case, and I have no doubt as to your own labourers that you are right, but you seemed to me to lay stress upon those words. What did you mean by that?—I only meant by that that I did not know with regard to other cases.

50,037. I thought perhaps you would suggest that in some of the districts you do know of that might be the case?—No, I did not mean to imply that. I think in my parish good cottages are easily obtainable; I have no hesitation in saying that.

Mr. *Grove.*

50,038. Do you think that the game question causes any unpleasant relations between landlord and tenant so far as your experience goes?—I should say that there were individual cases where it did.

50,039. But not numerous?—No. I should be disposed to say that they were not very numerous.

50,040. Generally speaking, you would conceive that the landlord would fairly meet any claim for damages presented to them by their tenants?—I do not think I have data enough to answer that question one way or the other.

50,041. Are you on the Technical Instruction Committee of the County Council?—Yes.

50,042. There have been some lectures given on agriculture, have there not?—Yes.

50,043. Do you think they have been beneficial?—I can only speak from personal observation of those at Crickhowell. I think they were of some use there, and I think they might have been of more use. I think they were not quite as well attended as they might have been, but from what I have heard of other parts of the county I think they have been useful. I am not speaking now of the dairy classes.

50,044. No, I was going to ask you that. You mean the agricultural lectures?—Yes, I mean the lectures on manures and feeding.

50,045. Are there any field experiments in operation?—I think Professor Parry wished some tried, and I think some were tried on Sir Joseph Bailey's property, but I do not know about that.

Mr. *Grove*—continued.

50,046. You would consider them very beneficial, I suppose, if they were properly carried out, would you not?—I am afraid the difficulty is to get people to pay much attention to them.

50,047. Of course one can understand that in a lecture on the chemistry of agriculture there would be perhaps difficulties, but one would fancy that a field experiment to demonstration would get rid of some of the difficulty, and make the thing more useful?—Where communication is easy, no doubt, but you must remember that this is a difficult country to get about in.

50,048. You might have them in two or three centres?—Yes; also you must remember that the number of persons cultivating land who have leisure, and who can interfere with the regular and practical work of their farm in order to give up a bit of their time to field experiments is not large. That limits the choice of ground for them very much.

50,049. The butter school you think was useful?—Yes.

50,050. There is a good deal of dairying in this particular valley?—Yes, a good deal.

50,051. Do you know any farmers who use a separator, for instance?—No, I do not. Professor Parry's teaching in dairying was very practical I may say; it was not at all elaborate; it was intended to give farmers and their wives and daughters a knowledge of such dairy making as could be carried on with simple appliances. He seemed very fully alive to that.

50,052. As to the condition of the labourers' cottages—I do not mean your own, because you have spoken of those—but generally speaking as to the condition of the labourers' cottages, are they fairly satisfactory in the district?—Yes, I should say as to those I have gone into it is so, and certainly I can judge of those I pass on the road in my own parish. I should say for the most part they are.

50,053. And have they pretty good gardens attached to each?—I think so. In some cases very good gardens.

50,054. Evidence was given us in, I think, the last county we were in, Cardiganshire, to the effect that if a man tills his own land he can make it yield 50 per cent. more than it would if he were only a tenant. Do you sympathise with that view in any?—I do not see any reason to think so. I have heard it said, of course. It is sometimes that a person who has the freehold of the soil feels that he is improving for another person's benefit. I should doubt myself whether that operated to any extent to counteract the advantages which a tenant farmer has in other ways in having more capital available.

50,055. So that generally speaking, you would think that the land would yield as much to a tenant farmer as it would to an owner if he were cultivating it?—I am disposed to think so. I think in some cases it would be on the one side, and in some on the other, possibly.

50,056. You condemn the idea of the Land Court?—As I said, I do not quite see what

Mr. *Grove*—continued.

useful functions a Land Court is to discharge. The only functions I can imagine it usefully discharging are to put into force existing legal agreements, but I should hardly imagine that a special Land Court was necessary for that purpose. If by a Land Court, a court to settle rents is meant, I certainly do not believe in it at all.

50,057. But if the landlord and the tenant were to confer together in a sympathising and kindly way, could they not agree upon their own rent, and agree upon their conditions, and not go near a Land Court at all?—Yes; I think so. I quite take that view.

50,058. Then if there was a difference between a tenant and a landlord, who was, say, a hard landlord, and I suppose there are such people in the world?—Oh, yes.

50,059. The Land Court might be useful in those cases?—Of course, wherever there is a contract of any kind, legal procedure of some kind may be necessary as a result of a breach of that contract; and the only question is, as it seems to me, whether it is worth while to trust to the ordinary law courts, or whether the business is likely to be sufficiently extensive to require a special court.

Mr. *Richard Jones.*

50,060. I was not present when you gave your evidence with regard to the rights of pasturage, Mr. Doyle?—Sheep walks?

50,061. Yes; sheep walks. I think that in your report, as an Assistant Commissioner under the Royal Commission on Agriculture of 1880, you condemned the right of pasturage without stint?—Yes.

50,062. And you still adhere to that opinion?—Yes; I think so. I think it would be very much better if the number of sheep a man was entitled to put on his holding was proportionate to the amount of his enclosed land. I have heard that there obtained formerly, and I have been told that there does obtain still some such usage, but I can only say that on those hills that I know of practically, no such limit is enforced.

50,063. And nothing has been done to remedy that state of things since you reported to the Commission?—Nothing that I have heard of.

50,064. Would you recommend that any legal means should be taken to enforce a recommendation of that kind?—I hardly like to say off-hand whether I think it would be desirable, because I could not say off-hand what amount of existing interests would be interfered with by such a legislative change. All I do feel is that it would be economically better if the change could be made in some way or other.

50,065. In the interests of agriculture generally it would be better?—Yes; I think so.

50,066. You say that you have an objection to any State interference between landlord and tenant?—I should wish to minimise it, as I should all interference between two people making a bargain.

Mr. *Richard Jones*—continued.

50,067. Of course, the Agricultural Holdings Act is an interference, is it not?—To a certain extent, yes.

50,068. Do you think that the Agricultural Holdings Act is sufficient to protect a tenant against a bad landlord?—Its protection will be limited to its own provisions, of course, and it is quite impossible, I imagine, if you vest property in any person, to prevent some possible abuses resulting from vesting that property. When you vest property in a person, you run your risk of that to a certain extent; you may tie his hands as much as you like, but there are certain very undesirable things he can do, and certain things which will make tenancy under him less satisfactory and less profitable. That is inevitable in any event.

50,069. You would consider it a hardship for a tenant that he should be capriciously disturbed in his farm?—Yes; the whole point would turn on the weight to be attached to the word "capriciously."

50,070. Unless sufficient grounds were given for turning a tenant out?—Were given or existed; but then you come back to the weight to be attached to the word "sufficient."

50,071. Well, of course, it raises a difficulty I admit. Are you acquainted with the schedules of the Agricultural Holdings Act?—No, I am afraid I am not.

50,072. Then, of course, you are not in a position to suggest any alteration in the schedules?—No, I am not.

Mr. *Griffiths.*

50,073. Are there any labourers in your district who keep cows?—I do not think so.

50,074. By whom were these lectures given? Did Professor Parry give the lectures in dairying and manuring?—Yes, both accompanied by a certificated female butter maker.

50,075. Do you know whether the pupils were in the habit of carrying on the same principles when they returned to the farms that they were taught in the dairy school?—That I do not know.

50,076. In some instances we found that the mother did not allow their daughters to use the new system?—I have not heard so. I hope that is not so.

50,077. Is the butter making in the district as good as you could expect it, is it satisfactory?—It was not. I have heard many complaints of it before the introduction of the dairy lectures.

50,078. Do you think there is an improvement since?—I have not had an opportunity of satisfying myself on that point.

50,079. Then with regard to your agricultural labourers, you say you give them 15*s.* 6*d.* a week?—I give them 15*s.*, 15*s.* 6*d.* was a clerical error in the statement handed in.

50,080. And their cottages?—Yes.

50,081. At what do you value the cottages they live in?—According to the situation. I do not suppose they are worth in the market more than 2*s.* a week.

Mr. *Griffiths*—continued.

50,082. That is generally what agricultural labourers cottages are considered to be worth?—Yes.

50,083. You employ labourers only; you do not employ any boys, or hire them by the year, do you?—Not hired by the year.

50,084. Are there many hired in the district?—By the year?

50,085. Yes?—I do not know. I employ a boy not unfrequently, almost always, and I pay him weekly wages.

50,086. Are the labourers as competent now as they were when you first knew them. Do the young men when they are growing up take the same interest; are they able to thatch and hedge?—I do not think they are. I do not think they are quite as versatile; they cannot turn their hands to as many things as they did.

50,087. You do not think they take quite the delight they did in the work?—I am not sure that they do. I think it is harder to get good thatching and hedging, and work of that sort done.

50,088. I see you keep the men employed upon your farm, but do you find many of the best men leaving for the mineral districts?—Well, what I already told the Chairman.

50,089. A most able-bodied man?—The two men who went from me I think were both good men.

50,090. You mentioned just now, with regard to the school, that labourers live in the villages or the towns. Is that for the sake of being near the schools, and so on?—I do not know that they would deliberately say themselves that they went for the sake of being near a school, but I think that having to send the children in a country like this a considerable distance to school is a discomfort in itself.

50,091. But is it not at the expense of making the labourer walk so many miles a day so that he is not able to carry on his work as well?—But I was comparing the cases. In my case I had one labourer who left me because he got a cottage close to the village, but he was able to get work pretty close to the village too. I was considering cases where living in a village did not involve living at any great distance from work.

50,092. Do you think the abatements generally given in the neighbourhood are sufficient to meet the present depression?—I do not know what they are myself.

50,093. You know what the depression is, I should think?—Yes, I know what the depression was last year, but I do not know what the abatements given were.

50,094. We have heard to-day?—I did not hear it. I was not present this morning.

Sir *John Llewelyn.*

50,095. I have two or three questions put in by Mr. Vincent: "Have you purchased a shire

Sir *John Llewelyn*—continued.

" horse for the benefit of the district?"—Well, I do not know that I ought to say for the benefit of the district. I thought it would be a useful thing; but I do not think it is very desirable to do anything of that sort unless it can be self-supporting. I think everything of that sort in agriculture ought to be self-supporting; but I was very glad that it should be useful to the neighbourhood.

50,096. "Do not the tenants of your neigh- " bours walk puppies for you quite willingly?" —Hound puppies—a good many of them do. I wish sometimes more would do so; but still a great many do.

50,097. "Have you not taken great interest " in agricultural shows and similar institu- " tions?'—I have taken a good deal of interest in a little show we have here at Crickhowell.

50,098. " Have you a brief statement of your " objections to a Land Court. Will you read it?" —No, I have not. I have nothing to read. Might I ask Mr. Vincent, from whom the question proceeds, to define or limit that inquiry a little more?

50,099. I have merely that question handed in. I should have thought that it assumed you had a written statement which you say you have not got?—No, I have not got one.

50,100. Have you or have you not got a written statement?—I beg your pardon, I have appended a statement here.

50,101. Prepared by yourself?—Yes.

50,102. That is what the question referred to?—I should be very happy to read that.

50,103. Is it your own preparation?—Yes.

50,104. I will repeat the question which is handed in by Mr. Vincent: "Have you a brief " statement of your objections to a Land Court?" —Yes, I have.

50,105. " Will you read it?"—I believe that Land Courts, with power to fix judicial rents, have been recommended in some quarters as a remedy for agricultural distress. It is, I think, hardly needful to point out that such machinery can only benefit the tenant in occupation at one particular time, and offers no future advantage or relief to the class of tenants as a whole. It is obvious that inasmuch as there is nothing in such machinery to abate the competitive desire for land—indeed by begetting a fallacious idea that the tenure of land had become more profitable it would probably, for a time, increase that desire—the same conditions would still exist which enable a landlord to fix a certain rent. If the rent of a farm, not accommodation land, and having no special attraction for any one individual, reaches a certain amount, say, for argument's sake, 27*s.* per acre, it must be because there is an unsuccessful applicant who is willing to pay 25*s.* per acre. The competitive desire of that tenant will remain unimpaired, and

Sir *John Llewelyn*—continued.

will still determine the price actually paid. It will not be paid in the form of rent to the landlord, but an equivalent will be paid possibly in the form of a lump sum representing the capitalised value paid for tenant right. You may say, "Forbid the tenant to assign his interest" But let us suppose *A.* holding a farm at a judicial rent, this judicial rent is *ex hypothesi* lower than the rack-rent; otherwise why have a court at all? *B.* is the competitor whose wish for the farm would have forced up the rack-rent to its actual level, he says to *A.*, " I " will give you an advance" (representing half the difference between the judicial rent and the rack-rent, which he was willing to pay) and he makes the same offer to the landlord. The arrangement is for the benefit of all three parties. Is legislation going to prevent it?

To put it shortly, by a system of judicial rents you assign to a particular individual, chosen quite arbitrarily, a marketable commodity at less than the market value, leaving it in his power to make the best he can of it in open market. Very good for him, but for whom else? It seems to me that the whole mistake arises out of the erroneous belief that the rent is determined by the will of the landlord. It is really determined by the act of an indefinite number of potential tenants, and your supposed remedy leaves that condition intact.

Mr. *Grove.*

50,106. Is that "proposed" or "supposed"?—Well, I said "supposed."

50,107. I was going to ask you who has proposed the remedy?—The persons against whom I supposed myself to be arguing.

Sir *John Llewelyn.*

50,108. I have some questions to put to you which have been handed in by Mr. William T. Lee: "To the best of your knowledge are the " agricultural labourers comfortably housed?"—I think in my parish I should say they were—in the cottages that I know of.

50,109. " What is the state of the dwellings generally?"—Does he mean small houses?

50,110. I take it to mean all houses, farmhouses as well as labourers cottages?—I should say that as compared with most English districts that I know, peasants' cottages compare on the whole favourably, at all events more favourably than the farms do, that is to say, with the English farmsteads of the same class.

Mr. *Griffiths.*

50,111. Have you farmed in England?—No, never. I have never farmed anywhere else than where I am now.

The witness withdrew.

Mr. JAMES MAINWARING called and examined.

Sir *John Llewelyn.*

50,112. You are Mr. James Mainwaring, of Bwlch?—Yes.

50,113. What is your occupation?—Rural postman.

50,114. Do you live in a cottage, or where?—Yes, in a cottage.

50,115. It was there you were born?—Yes.

50,116. How long have you lived there, or how long has your father?—He lived there 30 years, and I have occupied the house another nine years come October.

50,117. You have lived in the same house all your life, have you?—Yes.

50,118. You have gone there in place of your father?—Yes.

50,119. Is your father still alive?—Yes.

50,120. He moved to suit you?—Yes.

50,121. Where did he move to?—He moved to my grandfather's house.

50,122 Not far away, I suppose?—Not 100 yards away.

50,123. Near by?—Yes.

50,124. When was that?—Nine years come October.

50,125. Was it in October?—Yes.

50,126. What is the taking of your house?—From November to May.

50,127. Who pays the rent?—I do.

50,128. Promptly, or at the end of three months after it becomes due?—No. I pay it when it becomes due as I have the receipts to prove.

50,129. What is the rent of that cottage?—5*l.* a year.

50,130. That is not quite 2*s.* per week. Have you any land attached to it?—Yes, there is a small field.

50,131. How large?—About one-third of an acre.

50,132. Do you pay 1*l.* a year for it?—No, that is another field.

50,133. How long is it that you have had that field?—Between four and six years.

50,134. What do you pay for that field?—1*l.*, but I should have stated that there was a small field attached to the cottage previously to renting that field.

50,135. Who is your landlord?—Mr. Edward Hamer, Tymawr farm, Bwlch.

50,136. That is on the Duke of Beaufort's estate, is it?—Yes.

50,137. So that the land and the cottage is sub-let to you?—Quite so.

50,138. Are you on friendly relations with your landlord?—Yes, very.

50,139. You say in your statement "until these last few months"?—Yes, until these last few months.

50,140. Is there a difficulty now?—Yes.

50,141. There is a little difficulty now. You say you have not given him any cause to alter that good feeling?—No.

Sir *John Llewelyn*—continued.

50,142. Have you taken any steps about allotments?—Yes, I joined with 13 other men last August.

50,143. What was the object of your joining with those other men?—To obtain allotments.

50,144. To petition the County Council?—Yes.

50,145. It was for a petition to the County Council about allotments?—Yes.

50,146. Who is your County Councillor?—Mr. Cowper Coles.

50,147. Did he take the case in hand?—Yes, very readily.

50,148. What was done?—Mr. Cowper Coles called a meeting at Bwlch, and afterwards they were summoned to Brecon to appear before the Small Holdings Committee.

50,149. Were you present at that meeting?—No, unfortunately I was away on my holidays at the time.

50,150. Was the meeting called at Brecon?—Yes, the second meeting was at Brecon.

50,151. Were there two meetings, one at Bwlch and the other at Brecon?—Yes.

50,152. What did the petitioners state at that meeting? Had they got any land in view?—Yes, several of the petitioners had fixed upon some land near their homes. Among them was George Barrett, who was living in a bytack, he having applied for it, stating that he was able to take it. In November he received notice to quit by this very month of May, and he is already turned out.

50,153. Whose tenant was he?—He was a tenant of Mr. Watkins, Llwynarwn farm. Another man, John Thomas, applied for a small field belonging to my landlord as it would satisfy all he wanted. My landlord was greatly displeased with this man for asking for this small field, and this spring he has ploughed it up, and has sown corn in it.

50,154. Are there any other fields adjacent to that about the same size?—Yes, there are two other fields.

50,155. What was the decision of the Committee?—The decision of the Committee was that the petitioners ought to inquire of the landlords before petitioning them whether the land was to be let or not.

50,156. What was the expectation of the petitioners?—The petitioners were under the belief that if they petitioned the County Council they would obtain the land for them.

50,157. Was anything done after that?—Of course they were greatly disappointed at the County Council's decision, but fortunately for the petitioners Mr. Cowper Coles told them that Sir J. R. Bailey, whom he was agent for, would readily cut up a farm in the neighbourhood of Bwlch for allotments.

50,158 Did the petitioners accept the offer of cutting up the farm or not?—Yes, they accepted it.

Sir *John Llewelyn*—continued.

50,159. What was done after that?—Mr. Cowper Coles called another meeting at Bwlch last February, and at that meeting I asked on behalf of myself and Mr. John Thomas, the other man who had asked for that field, whether my landlord's fields were to be let or not, because I was under the impression that my landlord had had notice to give them up. If the Commissioners wish to know why I came to that conclusion I shall be most ready to answer.

50,160. I do not ask the question; apparently you do not wish to give the explanation. Please proceed?—Mr. Cowper Coles' answer was that he could not say.

50,161. What happened then?—My landlord was not long before he heard of it, and was heard stating that I wanted to take his land off him, although told differently by my wife, that is, I only wanted his land if it was to be let. He sends me notice to quit on March 24th.

50,162. Have you got that notice with you now?—Yes, he sent me two notices, one signed and the other not. (*The witness handed in two notices.*) I saw Mr. Hamer on the 21st of April, and asked him why he sent that notice to me, and he told me because I wanted to take his land from him.

50,163. Then you think there is not much chance of putting the Small Holdings Act into force, or getting allotments under those circumstances; is that so?—Yes.

50,164. Have you any remedy to suggest?—Yes. No working man should be disturbed from his home without a reasonable cause, which would satisfy a county court judge or someone appointed by the County Council?

50,165. Your garden is in a good state of cultivation, I suppose?—Yes.

50,166. Would that be a loss to you if it was taken off your hands?—Yes, a very great loss.

50,167. With regard to the house, you say that you were born there, and your father gave it up to you?—Yes.

50,168. Because it was convenient to you as a rural postman. Is that right?—No, I was about getting married, and he left it.

50,169. But your plans would be in vain if you were evicted, you consider?—Yes.

50,170. Have you got a cow now?—No.

50,171. You would under the new arrangement by which you proposed and hoped to get an allotment?—Yes.

50,172. Were you to have an allotment by this fresh arrangement on Sir Joseph's land?—Yes, I am one of the petitioners.

Mr. *Griffiths.*

50,173. Speaking of allotments, you spoke of a man that had been turned off and had to leave his cottage?—Yes.

50,174. Had he any land?—No, he was living in a cottage.

50,175. What was the reason alleged?—There was no reason assigned for it.

50,176. But there was some supposed reason?—Well, he believes, as he told me, that it was applying for this farm.

Mr. *Griffiths*—continued.

50,177. It was a similar case to your own then?—Quite so.

50,178. Do you not think that both you and he made a mistake in not going to the County Council, instead of going to these men?—We did petition the County Council.

50,179. Why did you not leave it in the County Council's hands? They were more able to treat?—The County Council could do nothing with it.

Mr. *Richard Jones.*

50,180. Of course your allegation is this, that Mr. Hamer punished you and this other man?—I did not apply for it; I merely asked was it to be let or not.

50,181. Was it the best piece of land on his farm?—Oh, no.

50,182. Did he have any conversation with you about this piece of land?—Yes.

50,183. What was the nature of the conversation?—He came by my house one night, and he told me then that the agents had been talking to him about giving up these fields.

50,184. The agent?—His agents.

50,185. Has he got more than one?—I think on the rent audit there are a couple. He told me that the agents had talked to him about giving them up, and he was telling me that if they were going to take those fields off him, he would have so many acres back from the farm that they intended to cut up. Afterwards, another day, under the influence of drink, this man goes and measures these fields.

50,186. The farmer, you mean?—Yes, the farmer; he is an illiterate man. He is no scholar whatever, and he has not written out one of these receipts for me since I have been there; he has merely signed them. I have had to write them out myself. He goes and measures this field, which put me under the impression that he has had notice to give them up. That is the reason I asked Mr. Cowper Coles at that meeting whether that land was to be let or not, and if it was, as it was around my cottage, it would be most convenient for me than to go to Llygad-dwr farm, when I would have to walk half a mile, or it may be a quarter of a mile, according as the allotment would be allotted out.

50,187. Of course, the answer of the Small Holdings Committee to you was that you should obtain the consent of the landlord before you could get the land?—Yes.

Mr. *Grove.*

50,188. You consider that if the County Council were to approach the landlord they would have a better chance of getting the land than by you, and the others going to ask for it?—Yes, that was the belief of the petitioners.

50,189. Have the County Council put the Act into operation, do you know?—No, I do not think they have.

50,190. You have lived all your life at this cottage?—Yes.

Mr. *Grove*—continued.

50,191. And you think it very hard that this piece of land should be taken from you?—This cottage chiefly, of course.

50,192. It is the extra piece of land, is it not?—No, I have no objection certainly to that, if he wished to take that. But he will turn me out of the cottage.

50,193. The cottage and the small field attached to the cottage?—Yes.

50,194. You do not know, then, whether the Act has been put into operation by the County Council?—I do not believe it has.

50,195. Has there been any other application made in any other part of the county that you know of for land under similar circumstances?—I do not think so. I think this was the only application to the County Council so far as I know.

50,196. Of course, you know that the County Council have no power to take the land; they have only power to put the Act into operation, and to try to get the land, and then to re-sell it or re-let it to those persons who are anxious to have it. You understand that?—Yes, we were fully aware of that.

Professor *Rhŷs.*

50,197. You consider, then, that it is rather difficult to get this Act into operation in cases like your own?—Yes. Especially when the Parish Councils Bill comes into force. I think that working men similar to myself ought to have some security, not to be turned from their homes without any reasonable cause.

Sir *John Llewelyn.*

50,198. A question is put in by Mr. Doyle: "Before the application of the County Council "had any attempt been made to obtain allot-"ments"?—No.

50,199. "Is it a fact that Barrett was offered "and declined a portion of land other than that "which he originally asked for"?—He never told me so.

50,200. "Did the committee of the County "Council try to ascertain whether Barrett had "capital with which to farm his allotment, and "did he fail to satisfy them"?—Yes, they did ask him the question.

50,201. The following question is handed in by Mr. W. T. Lee: "You say your friend re-"ceived notice to quit. Can you give us the "reason?"—No, I cannot.

50,202. "Is there a demand for allotments?"—Yes.

50,203. The following question by Mr. Vincent: "Your grievance is against a tenant farmer "only, is it not?"—Yes, only.

50,204. "Have you any grievance against the "landlord, the Duke of Beaufort?"—None whatever.

Mr. *Grove.*

50,205. You know, I suppose, that anyone wanting a small holding of that sort must find one-fifth of the money. You understand that, do you not?—Yes, I am aware of that.

The witness withdrew.

Mr. Robert Probert called and examined.

Sir *John Llewelyn.*

50,206. What is the evidence you desire to give?—It is with respect to Ysgybornewydd. I have had notice to leave.

50,207. Where is Ysgybornewydd?—A mile from Crickhowell on the Llanbedr side.

50,208. What is it you wish to state?—I rented Ysgybornewydd in 1867 for the first time at 156*l.* a year.

50,209. What is the acreage?—About 120 acres. I remained there seven years, and during that time I lost 400*l.* there. I left it after seven years, and it became vacant again in six years. I retook the farm at 100*l.* for the first year, and 110*l.* a year afterwards. There is one thing I have omitted to mention. The farm had been for five months—December, January, February, March, and April—vacant, and no one would take it. There was no land at the time I took it that I could sow any corn in. It was let in the spring. It was somewhere about the 20th of April, consequently I had 20 acres of fallow on it in that year. I got the farm into a very good state of cultivation; it will bear comparison with any farm similarly situated now in the county.

50,210. Are you there now?—I am living in the house on sufferance for a few days. I had to quit on the first of May. I had notice to quit the place, and I went to my landlord.

Sir *John Llewelyn*—continued.

50,211. Who is he?—Thomas Davies, of the Neuadd, a son of the late Mr. Tom Davies, who was the Duke's agent and agent to the late Sir Joseph Bailey. I had been living under him since 1847, with the exception of four years. The farm now, if it was put in the market, would fetch 140*l.* a year, and it would be well worth the money. I went to him to ask for compensation, and I have his answer in my pocket now from London.

50,212. Do you wish me to read it?—Please read it out.

50,213. "Dear Mr. Probert,—With regard to "your request to me for further compensation, I "have written to Mr. Williams on the subject as "agreed, and I have his reply. I put before "him that some time ago I met you and the "incoming tenant at Mr. Blennerhassett's office "to discuss the compensation question, and that "it was then explained that I was not in a "position to offer compensation, and that I "therefore agreed to let the farm on a seven "years' lease, provided that the new tenant would "settle the matter of compensation with you. "I further told Mr. Williams that I understood

Sir *John Llewelyn*—continued.

" you to have received 125*l.* from the incoming " tenant for this purpose, but that you think I " ought to make you some still further advances. " Mr. Williams replies as follows: 'If the new " 'tenant has given Probert compensation, I " 'cannot see the least ground for his applying to " 'you in the matter, and I should think that if " 'he has had 125*l.* he has been very handsomely " 'paid.' I can only repeat that it was certainly " understood that any matter of compensation " would be settled by the new tenant, and I " must, therefore, decline to make any further " concession.—I am, yours faithfully, Thomas " A. Davies."—Mr. W. C. Williams, of Monmouth, was the acting trustee of the late Mr. Thomas Davies—the trustee over this gentleman—but he has not been on the farm for 11 years, and how is it possible he should know the state of the farm, and what it is worth? He says I have been amply compensated by having 125*l.*, whereas there was 26 acres of wheat-sowing land. The whole of the crop belonged to the tenant. I had to pay a year's rent on that 26 acres when I took the farm. I have been only compensated for the wheat sowing. The farm is worth 40*l.* more than when I took it, and I think it a hard case that I should be turned away in the manner I have for nothing whatever.

50,214. Have you made any practical improvements?—Yes, in the shape of pasture laid down in the farm. It is not merely sowing the seed and laying it down, but it was a lot of rubble, and I should be glad for any of you gentlemen to see what state it is in. I asked Mr. Davies and Mr. Blennerhassett the agent to go and see it, but neither of them would come on the ground. Perhaps if they did come they would know nothing about it, I believe that is the long and the short of it.

50,215. What age is Mr. Thomas Davies? Is he of age now?—He came of age three years last February. We have always been on the best of terms.

50,216. I do not understand whether it was in the hands of trustees or not?—It is in trust. I have the notice in my pocket that I received if you would like to see it.

50,217. Please make your own statement. I do not wish to interrupt you?—I think it is a very hard case that I should not get fairly compensated, but I am afraid I shall break down, as my memory is not very good. The shooting of the place is let yearly. There was a man had it this time of the name of Adney. He lived in the parson's house in Llanbedr, and he was coming over the ground there almost every day. I had a capital piece of turnips of about five acres. He was there I should think every day for five or six days running, himself, and his brother-in-law, and his brother, and three or four more others trampling it down. My son went and asked him if he had not any more shooting anywhere else, and he says, "Why do you ask me that " question," and my son said, "Because you are

Sir *John Llewelyn*—continued.

" continually trampling our turnips down." He said, "I shall come when I like and go when I like." Well, one word brought on another, and then he went and told Mr. Davies that my son had been killing partridges and pheasants out of season. Mr. Davies told me this. I asked Mr. Davies what proof had he of that. The answer Mr. Davies made was, "I have no proof " of it, but Mr. Adney believes he did, and what " Mr. Adney believes I believe." Those are the words which I will state on oath. I said to him, "Mr. Davies, I am very sorry to hear you " speak so silly as you do, and it is a very good " job that you are not a magistrate, if you would " convict people upon what a lot of wicked men " like Adney would think, that you would go " and believe what they think." In short, it is through this Adney no doubt I had notice to leave altogether. I think it is a very hard case that I should be turned away in my old age. I have had connexion with his father when he was agent for Mr. Rumsey Williams, the lawyer of Carnarvon, on the Upper House estate. Since 1845 I have been connected with him, and on the best terms all my lifetime. I am now 74. I have been connected with him for over 50 years. It has vexed me very much that I have had notice to leave my farm, and in the eyes of gentlemen here we are turned away as if we were bad people and poachers. It is a very serious thing to give me notice to quit. I have done everything that was right on the place, and I have been a real friend of his all my lifetime. It was about a twelvemonth, I think the 20th of next September, since we had the dispute.

Mr. *Richard Jones.*

50,218. What was the dispute?—Through this Adney telling him a wilful lie.

Mr. *Griffiths.*

50,219. When you left your farm there was another person who took the farm, I suppose?—Do you mean the first time or the second time.

50,220. The first time you left it?—Yes.

50,221. Did he take it at the same rent?—As I did?

50,222. Yes?—Do you mean my first occupation of the farm, or this present one?

50,223. Your first occupation at 156*l.*?—I forgot myself. It was reduced 6*l.* a year within the last three years. That man took it at 150*l.*

50,224. How long did he remain there?—Six years.

50,225. Did he make it pay?—Well, I am afraid he did not. It is a question I should not like to enter into. He left it.

50,226. Why did he leave?—That was because he could not make the farm pay.

50,227. The same reason as why you left it the first time?—Yes.

50,228. What did you have the 125*l.* for?—For the wheat sowing. There were 26 acres of wheat-sowing on it.

Mr. *Griffiths*—continued.

50,229. You have not the account, have you?—No, I have no account whatever. My grievance is this: that I consider the farm now is worth 40*l.* a year more than when I took it—in fact, I would give that for it myself—more than when I took it, and that the landlord is reaping the benefit of my labour. If I had known three years ago that I was going to leave the farm, I should have put 400*l.* in my pocket.

50,230. You consider you have made it that much better?—Yes, there is no mistake about that.

50,231. Is Mr. Davies a land valuer himself?—No. He was in court, I think, and perhaps he is in court now. He knows nothing himself about land.

50,232. How could he say that was sufficient?—He says that the trustee, Mr. W. C. A. Williams, says so, and he is certainly a gentleman who does understand everything connected with it, but he has not seen it for 10 years. I was on the best of terms with him and his brother, Mr. Hopkin Williams. When you are connected with gentlemen who know nothing about it you always come to grief—people meddling with things they do not understand.

50,233. Would you like some outside authority to step in and settle this question between you and your landlord?—Yes, I should. I should think that would be a very fair thing.

50,234. Then you are in favour of what is called a Land Court?—Yes. I will tell you what I wanted my landlord to do. When they said they were not in a position to offer me any compensation I said, "Offer the farm to tender: "you need not accept the lowest tender, but "you will have plenty of good men to bid for "the farm now."

50,235. If the farm was relet to you, you would be willing to give 40*l.* a year extra for it?—Yes, 40*l.* a year extra.

50,236. And you say you have made it worth that?—Yes, I have, but now I am turned out of it.

50,237. Rather than leave you would pay the 40*l.*?—Yes, I would, and I told him so.

50,238. Is Mr. Adney the shooting tenant?—Yes.

50,239. What does he shoot on the farm? Does he shoot the rabbits?—He wanted to keep a keeper on it, and to keep rabbits there, but I knew too much about farming to have a keeper on it.

50,240. I suppose you kill the rabbits yourself?—My son used to kill them. I have never killed but one rabbit in my lifetime, and then I very nearly shot a gentleman, and I said I would never shoot at another.

50,241. Is there much game let in this neighbourhood to shooting tenants in that way?—Well, I am speaking of this estate, the Neuadd; it is about 300 acres, I think; I could not speak of any other.

50,242. Is the game let on the whole estate?—Yes.

50,243. Are the tenants generally satisfied?—No, as a rule they are not. There is one man here in court now who had a letter from Adney telling him that he was not to interfere with the rabbits after the 1st February, I think, but he did not take any notice of it.

50,244. Is the shooting-tenant inclined to exercise rather higher authority than the landlord himself?—This one man, Mr. Davies, came and forbade us to kill the rabbits in any form. I said, "Here is Sir Joseph, he does not interfere "with his tenants shooting the rabbits or killing "them in any way they like; why should you "interfere with me more than the other land-"lords do—the Duke and Sir Joseph."

50,245. You would be quite agreeable for your *landlord* to come and walk over your farm?—Most certainly I should be very glad to see him.

50,246. You would try to keep some game for him?—Yes, I always did when the house was let to a gentleman, but this Adney was a sort of pot-hunter; he used to go about the country with a ferret in his pocket—it is true indeed—and he used to have his pony trap going to Abergavenny about twice a week with rabbits and partridges and everything he could get.

Mr. *Richard Jones.*

50,247. I take it you are against the principle of sporting tenants?—Oh, yes, most certainly.

50,248. As a rule they are not so considerate as a landlord would be; that is in going across the corn?—Any man would be glad to see his landlord on a farm, partridge shooting and so on, at certain times, but I am thoroughly against having keepers on the ground under any circumstances. I would not have a farm under any circumstances where a keeper was kept on it; but I think it is the duty of the tenant to preserve and do what he can for his landlord to have sport when he comes over the farm, that is in September, or any time when he would like to come.

50,249. Did you find that the game did much damage on your farm?—No, I do not complain of the damage they have done.

50,250. You keep them down—that is, the ground game, the hares and rabbits?—There are no hares in the country now, and there are not many rabbits there. If Adney had his way it was a pretty spot for preserving them. I could see what he was at. He said he would keep a keeper there. I said no. He said, "It is a good place to preserve rabbits," and I said, "You may "rest assured you will not keep them at my "expense"—so that we started like that. He was no gentleman; in fact, he could not get a house in the country after he behaved as he did to me—he was sent away.

50,251. Supposing you had to make a claim for compensation, how would you make it, Mr. Probert?—That is what I want to find out, that brought me here to day.

50,252. What have you done on your farm to make it worth 40*l.* a year more rent?—I have farmed it well.

Mr. *Richard Jones*—continued.

50,253. Have you made any permanent improvements besides laying down permanent grass seeds?—Yes, I have put it down in form. We will say now that the farm was let at 110*l.* a year, 120 acres, that would be somewhere about 16*s.* an acre, or something like that. There is land now, if put up for auction, that I put down which would fetch 4*l.* an acre.

50,254. The letting of it?—Yes, the letting of it. It was stubble when I went there—wheat and oat stubble.

50,255. How much land did you lay down permanently?—From 35 to 40 acres. There are 25 acres of this land, as I tell you, laid down in the farm I am speaking of.

50,256. How much an acre do you consider it cost you to lay down?—That is a question I could not answer. It would take two years round to do it as I have done it; you could not do it in one fallow.

50,257. Have you done anything else besides laying down the land?—No.

50,258. You have done nothing in the way of buildings?—No.

50,259. But you have improved the farm generally?—It is like this. There were about eight applications, whereas when I took it no one would have it at any price. That is 14 years ago.

50,260. When did you lay this land down in grass?—I could not say exactly. Perhaps it has been down five or six years. They were 10-acre fields. Instead of doing the 10 acres of fallow a year I altered the plan of it, and I was making a fallow in two years.

50,261. Were you aware that if you had acted under the Agricultural Holdings Act, that is, written to the landlord to obtain his consent, and if he gave you consent to lay this land down, you could claim compensation?—Yes, I was, but then I was on such terms with him; he was one of the last people breathing I should have doubted. I could have laid down my life for him, in every sense of the word. I have done everything that is right with him, but this man Adney had persuaded him and got him on bad terms with us. That is the long and the short of it.

50,262. So that really you trusted to his honour?—Yes, I trusted to his honour. I never thought I should be moved away from there until I was carried.

50,263. Now you have discovered your trust was misplaced?—Yes. Ever since he has been a child his mother used to bring him up every Christmas there, and we were on the best of terms, but this man telling him a wilful lie about my son caused all the disturbance.

50,264. You think a man should be compensated for the general improvement of a farm?—What encouragement is there in farming unless you have that? What I think is this; that there ought to be fixity of tenure. A man cannot go and farm in any form unless he knows what he is doing. If I had had a lease of course this would not have happened, and I should have reaped the benefit of it.

Mr. *Grove.*

50,265. Did you have an agreement when you took the farm?—Yes, with the executor, Mr. W. C. A. Williams.

50,266. A written agreement?—Yes.

50,267. Do you consider that they have acted in accordance with that agreement in giving you notice?—It was like this; it was in 1880, and it was in 1883 that the amendment to the Agricultural Holdings Act was passed. I have had advice on the point, and it seems that the old agreement would still stand good, and that was six months' notice.

Mr. *Richard Jones.*

50,268. Have you a copy of the agreement?—No, I have not.

Mr. *Grove.*

50,269. You did get 125*l.*?—Yes.

50,270. How much do you consider you ought to have?—I ought to have had 300*l.*

50,271. You consider you are leaving behind you 175*l.*?—Yes, I do.

50,272. You think that if there was fixity of tenure that a man could make more of the land than he would if he was farming it on a yearly notice?—It would be like this. You would have security for your capital, and if I had known that I was to be served as I am, instead of laying out my money on the place, I should have been putting some little in my pocket every year.

50,273. You think that is a desirable thing to do, do you not?—Yes, I do, indeed.

50,274. Generally speaking, if a man were to farm his own small holding, or if he had fixity of tenure, you think he could develop the land and make more of it?—Oh, there is no mistake about that, because without an outlay on land you cannot get anything from it; you cannot get compensation.

50,275. Have you the notice to quit with you?—Yes (*handing same*).

Professor *Rhŷs.*

50,276. Your case seems one of considerable hardship according to your account. Have you known any other farmers to leave in somewhat the same way, and unable to get compensation for their improvements?—No, as a rule here the farmers do not get notice from their landlord. Sir Joseph and others do not give notices, but this young man gave me notice to leave, not knowing the consequences of it. It is a great hardship and great loss to me.

50,277. You have informed him since of the state of things, have you not?—Oh, yes. I have been with him, and in fact he came to me when he saw the advertisement of my sale, and he said, "What can we do, Probert," but it was too late then. By this time he could see his own error, but it had got too late then. I had advertised the sale, and I had to sell good heifers at 6*l.* a piece, which were worth, some of them, 6*l.* when they were calved—and sheep and everything—it has been a dead loss.

Professor *Rhŷs*—continued.

50,278. If you could have kept them a few months it would have made a good deal of difference?—Yes. I had plenty of stuff on the farm. I was preparing plenty of everything for my animals, and I had everything to go in rotation in the farm, and always paid him every six months the whole of his rent. I never owed him a shilling.

50,279. Did you pay punctually?—Yes.

50,280. You ascribe the whole difficulty to the shooting tenant?—Yes, altogether. I do entirely to this Adney.

Sir *John Llewelyn.*

50,281. What did you understand in reference to this letter written on the 25th of last January by Mr. Thomas Davies. He was "not "in a position to offer compensation"; probably he is not a rich man, and could not afford to do it. Is that it?—Yes; I think that is it.

50,282. And your difficulty is that you had trusted entirely to the estate, and not availed yourself of the Agricultural Holdings Act?—I do not know anything about the Agricultural Holdings Act.

50,283. It was an honest attempt of the Legislature to help such a case as yours; I will not use the word honest; it was honest or not as you may think, but it was an attempt of the Legislature to help such a case. Had you made an application to the landlord you might then have claimed this compensation as of right. So that the Legislature has made an attempt to meet such a case as yours?—Yes.

50,284. Did your improvements include any erection of buildings?—No.

50,285. It was principally the laying down of permanent pasture?—Yes; and the general cultivation of the farm.

50,286. Did you make any fences?—No; I did not make any new fences.

50,287. Did you apply to the land any purchased or artificial or other manure?—Oh, yes. I paid last year Tucker's people 15*l.*

50,288. Did you consume on the holding, by cattle, sheep, or pigs, cake, or other feeding stuff which was not produced on the holding?—Yes; I was paying Tucker's people here somewhere about 20*l.* a year, and I have only sold six sacks of corn out of the farm this six years. I consumed everything on the farm.

50,289. You have not a copy of the agreement with you?—No; I never had a copy of the agreement. Mr. Williams has the agreement at Monmouth. I had no copy of it. There was only one agreement. It has been a one-sided affair with me.

Mr. *Grove.*

50,290. You signed the agreement when you took the place?—Yes.

50,291. When you signed that agreement, did you ask him to give you a copy of it?—No; I did not. It is the only agreement I have ever signed, though I have farmed largely in this neighbourhood.

Sir *John Llewelyn.*

50,292. There are two or three questions handed in by Mr. Vincent: "Did your son "resist the shooting party?"—Yes.

50,293. "Did he take out a game license himself?"—Yes.

50,294. "Did he go shooting in his landlord's "private garden?"—No.

50,295. "Did not you understand that the incoming tenant was to pay compensation to "you, and it was so agreed between him and "the landlord?"—It was like this: I had 125*l.* for the wheat sowing and for delivering up possession.

50,296. You claim something more?—Yes, I claim something more.

50,297. "Did not you receive all you asked "from him?"—I had the 125*l.*

50,298. Was that all you asked from the incoming tenant?—That is all he would give. I wanted 300*l.*, but that is all he would give.

50,299. "Do you say the landlord has reaped "the benefit of your labour?"—Yes.

50,300. "Is not the rent still the same?"—I do not believe it is. I am not positive of that, because when I was in Mr. Blennerhassett's office the thing was mentioned, and Blennerhassett said, "It shall never be rented at the "same rent again as you had it." I believe the rent is now about 128*l.* a year, but I am not certain of that.

50,301. Mr. Vincent asks you to look at this agreement, Clause A., at the bottom of the page, and say whether that was the clause as to game in your agreement?—There was something in the agreement about the game. That is my signature to that agreement.

50,302. This is the clause, "The tenant not "to sport, hunt, or shoot, nor allow any person "or persons to sport, hunt, or shoot on the said "premises or over any premises on which the "said landlord has the right of sporting, but shall "and will sign all notices required by the said "landlord to warn trespassers off such grounds, "and allow the said landlord and his heirs to "bring actions or take any other proceedings in "respect of such trespassers in the name of the "tenant if so desired, the said landlord or his "heirs paying all expenses arising therefrom "incurred by the said tenant, and shall and "will allow the said landlord and his heirs and "friends and servants to sport on the said "premises." Then this is in writing, "Provided nevertheless that the tenant shall be at "liberty to kill the rabbits upon the said "premises in any other way than by shooting "them?"—That was not in it then: that I will swear; that is put down since. I will bet 100*l.* that is not Mr. W. C. A. Williams' writing; that is shoved in.

50,303. You deny that handwriting?—Yes, I deny that handwriting.

50,304. There is a question by Mr. Lee: "Is "it not a fact that money-lenders took the "stock away from the tenant who succeeded "you after your first occupancy?"—Yes, it is.

Re-examined 50,388.

The witness withdrew.

Mr. THOMAS DAVIES of Noyadd called and examined.

Sir *John Llewelyn.*

See evidence of preceding witness.

50,305. What do you wish to say?—In the first place, I should like to thoroughly indorse Mr. Probert's statement, that until this unfortunate affair about the shooting we were the very best of friends. Three years ago if it had been suggested to me that we should find ourselves here for this occasion I should have dismissed the idea as utter rubbish. I think I had better tell you my story of this shooting affair. My friend Mr. Adney, a person, I believe, not popular in the neighbourhood, because misunderstood, was a gentleman who was living in Llanbedr, in the parish where this question arises. He being a sportsman and I not being a particularly keen sportsman, I was pleased to give him permission to shoot over the land over which I had a right of shooting.

50,306. Llanbedr is up the valley, is it?—Yes.

50,307. Is that where this house Ysgybornewydd is situate?—Yes, that is it. Mr. Adney was shooting over the land and was met on the first occasion by Mr. Probert's son—at least on one occasion by Mr. Probert's son, the first time that I heard much of the trouble that was going to arise. Mr. Adney came to me afterwards and told me that Mr. Probert's son had requested him to leave the ground. Mr. Adney declined to do so. We had great trouble over the shooting, and I paid a visit to Mr. Probert on one occasion, and in consideration of this trouble about the shooting, and his son having ordered my friend in a rather uncourteous manner, as far as I could make out, to leave the ground, it seemed to me the best thing to do was to request him to put the gun away altogether. I knew, as I told him, that I could not enforce his doing so, but I was in a position, if he did not agree with my suggestion, to tell him that it would be the best thing to give up, for the sake of our relationship as tenant and landlord. Upon this, I understand, and I think Mr. Probert, senior, has given us to understand the same thing, Probert, junior, took out a game license, and came to the back of my house for the purpose of shooting. This occurred for several days, naturally to the annoyance of ourselves; and on one occasion I believe that I am right in saying that he told one of my gardeners that it would not be advisable for him to be working in the garden as he was going to shoot, the land upon which he would be shooting being in close proximity to the garden. On the occasion Mr. Probert has just referred to of my visit to him, as we had been on friendly terms until this affair into which I have been dragged occurred, I simply went up in a friendly way to talk to him of the matter. I told him that I was extremely sorry for what had happened, but that I did not see that I could have acted differently. If I had been misguided and I had made a mistake I was extremely sorry for it; but that I did not myself see that I had made a mistake or that I could have acted differently. Then, with regard to the compensation question, I made arrangements with the incoming tenant, I went so far as to let him the farm; we had several applicants, and we selected that one; I let him the farm on a seven years' lease, and I assisted Mr. Probert to get his compensation in that way; that the incoming tenant would settle the matter of compensation, and so doing he would take the farm for seven years.

Sir *John Llewelyn*—continued.

50,308. That was a part of the bargain, I understand?—Yes. I cannot think of anything further to say; I believe I have been through the painful story from the beginning up to the present.

50,309. Then I will complete that question. When you say that it was part of the bargain with the incoming tenant, was there anything specified as to the amount of the compensation or what the compensation was to be for?—The compensation, I believe, was to be for the general improvements done.

50,310. Was there any limit or was the outgoing tenant to be completely indemnified. He says that it was for the wheat, for the crops that were in the land, that the outgoing tenant paid him 125*l.*; whereas he claimed for something more. That is what he alleges?—Yes. I put that matter before the trustee—Mr. Williams, of Monmouth—and he wrote to me telling me that he did not think that Mr. Probert could possibly have any further claim and that if he had been compensated to the extent of 125*l.* he, Mr. Williams, thought that he had had a very fair allowance made to him. That, I think, sir, is in the letter of mine that has been read out.

50,311. As I understand, you looked upon that compensation, that 125*l.*, as covering everything?—I believed it to do so.

Professor *Rhŷs.*

50,312. There is only one thing. It is rather a painful misunderstanding, but you say that Mr. Adney was incidentally the cause of it, because he was a misunderstood man; I did not quite understand what you meant exactly?—I thought that perhaps he was objected to as he had not much support from the neighbourhood, and, therefore, I was all the more determined to stick by him.

50,313. You mean that the people objected to him as a shooting tenant?—Yes, I understand so.

50,314. In what was he misunderstood?—I do not know that I can tell you in any special way, except that he seemed not to have been a popular man in the neighbourhood.

50,315. Was that because they did not like having a shooting tenant at all, do you think—

Professor *Rhŷs*—continued.

did not like the shooting to be let in that way?—No, I do not know that it was that.

50,316. Are there any other shooting tenants in these parts?—A great many; I believe that is the chief thing to do about here.

50,317. And they are not generally unpopular?—I believe not.

Mr. *Grove.*

50,318. You say, I think, that you and Mr. Probert used to get on very well until this unfortunate affair happened?—Quite so, certainly.

50,319. Did you endeavour to satisfy yourself thoroughly before you gave him notice as to the exact thing that happened between him and Mr. Adney?—Yes, I could simply see no other way of acting than that in which I did.

50,320. Then I suppose you based that view on Mr. Adney's version to you?—Well, I had simply the testimony of a servant beyond,—I had that.

50,321. Were any legal proceedings taken over this matter in any way as to the son sporting over your land or trying to shoot over your property?—No, I simply treated the matter in silence.

50,322. Then you consider that Mr. Probert, when he left his farm, had no claim against you at all for improvements, did you?—I am led to believe that everything would be fully compensated for by the incoming tenant.

50,323. So that you think that the payment of 125*l.* ought to have satisfied him for his compensation?—I think so.

50,324. And you do not consider that there was any legal obligation upon yourself to give anything in addition to that?—Not at all.

Mr. *Richard Jones.*

50,325. I should like you to explain to us why Mr. Adney was misunderstood?—Well, I think you have given me rather a hard thing to do.

50,326. I do not know. You have made a statement, and I was thinking that you could supply us with the reason?—I think, perhaps, his style was not quite the same as the generality of people in Breconshire.

50,327. Was he curt in his behaviour, or what was it?—I dare say in some matters he may have been considered so.

50,328. Was there anything else?—I know of nothing more.

50,329. And you, out of a sort of bravado more than anything else, swore by Mr. Adney?—No, I cannot say that I did that.

50,330. You say that because he was misunderstood you determined to stick to him?—Because I think that I could not do otherwise, when a friend of mine was ordered to leave ground over which I could give him permission to go. I thought then was the time to take the matter in hand.

Mr. *Richard Jones*—continued.

50,331. Was Mr. Adney a sporting tenant of yours? Did you let the game to him?—We made some private arrangement—that he would supply me with game.

50,332. For the right of shooting?—For the right of shooting; there was nothing written.

Sir *John Llewelyn.*

50,333. No money passing?—No no money at all.

50,334. Merely that you gave him permission to shoot on condition of his giving you some of the game that he shot?—Exactly; that was it.

Mr. *Richard Jones.*

50,335. Still, you would consider it rather hard that a man should bring five or six persons across the land of the tenant and trample his produce down as he said—his turnips and so on?—Decidedly I should, but I think Mr. Adney was a man who would take considerable care in getting over hedges and in avoiding crops and so on.

50,336. Are we to understand that there is no foundation for the statement of Mr. Probert that Mr. Adney and these men went across his turnips?—No, not at all; but I fully believed that my friend would do no damage to the land when I gave him permission to go across it. I do not know whether it is usual for gentlemen when they are out shooting to go across a field of turnips. I daresay some shooting gentleman present might be able to answer that question.

50,337. I think they do go across turnips. You say that Mr. Williams wrote to you to say that he thought that 125*l.* ought to satisfy Mr. Probert?—Quite so.

50,338. And that he had no other just claim?—Yes.

50,339. What do you say to what Mr. Probert stated, which was this, that Mr. Williams had not been on the farm for 11 years?—I think that is quite probable, because he does not very often come into this neighbourhood

50,340. Very well; if he had not been on the farm for 11 years how was he in a position to say that Mr. Probert had no just claim against you or the succeeding tenant?—As far as I can remember from his letter he said that he could not believe that he had any further claim.

50,341. But if Mr. Probert made a claim of 300*l.*, do you not think it was his duty as agent to go and see the farm?—That might have led to a satisfactory result certainly, but I do not know that it is.

50,342. I understand that there is to be a further rebutting statement made with respect to this, so I will not pursue it further. Do you know anything about farming?—Not very much, unfortunately.

Mr. *Griffiths.*

50,343. Have you a copy of the agreement you made between these two men?—I think I have one.

Mr. *Griffiths*—continued.

50,344. I mean between the outgoing and the incoming tenant, Mr. Probert and the man that followed him?—Yes, I believe you have it there.

50,345. This is not the one I mean. Was there any agreement made between you and the incoming tenant and Probert? You say you left in the hands of the incoming tenant to treat with him; do not you think it was your place to treat with him yourself? He had nothing to do with the incoming tenant at all; his terms are with you as landlord?—Yes, but as it was more convenient to me, and it seemed a fair and just thing to do, I let the farm for seven years on the conditions that the incoming tenant would settle the matter of compensation.

50,346. What security did you give him in the meantime that he could have compensation; did you have any written agreement between the two parties?—I was never asked for one that I am aware of.

50,347. Would it not have been better for you to have settled with him and then let the farm to whom you liked?—That might have been done, but it would have been rather inconvenient to me to have done so. Not being a rich man I did not find it convenient.

50,348. Do you deny that Mr. Probert did improve his farm?—No.

50,349. You agree that he did improve his farm?—Quite so.

Mr. *Richard Jones.*

50,350. What rent does Mr. David Evans pay?—Mr. David Evans?

50,351. Yes, the succeeding tenant?—James Howells.

50,352. What does he pay you?—110*l.*

50,353. The same rent as the old tenant?—Yes; but he settles the matter of compensation. Of course, if he did not settle the matter of compensation the rent required would probably be a larger sum than that, only he settles the matter of compensation, and, therefore, he has the farm at the same rent.

Sir *John Llewelyn.*

50,354. Some questions are handed in by Mr W. T. Lee: "Was not Mr. Adney summoned "before the justices for poaching?"—I should say most certainly not.

50,355. "Have you any practical knowledge of farming?"—Not very much. I think I have answered that.

50,356. "Did not Mr. Adney pay compensation to a farmer for killing a turkey?"—I have never heard that he did.

50,357. "Why should you punish Mr. Probert "senior, for illegal shooting by the son; why "not take proper proceedings against the son?" Can you answer that question?—I think that would be rather a difficult matter to do. I think that it is an unfortunate thing that Mr Probert should not be able to put that matter right himself. What I mean is, that if somebody else shoots over his ground, and he is not in a position to stop him shooting, it is very unfortunate.

50,358. There are questions by Mr. J. E. Vincent: "Do you know Mr. W. C. A. Williams' "handwriting?"—I have seen it many times.

50,359. "Is this addition to his game clause "in Mr. Probert's agreement in the handwriting "of Mr. Williams"—(*agreement handed to witness*)?—I should say decidedly that it was.

50,360. "Is there any truth in the suggestion "that the addition was made after the agree-"ment was executed?"—I do not think it can have been made since this matter of the shooting arose.

50,361. You will observe that that is not the question. The question is: "Is there any truth "in the suggestion that the addition was made "after the agreement was executed"? Perhaps you cannot answer that?—No, I cannot answer that.

Mr. *Richard Jones.*

50,362. Was Mr. Probert's son shooting on his own land near your house?—Oh, yes, as far as I know, he was.

Sir *John Llewelyn.*

50,363. The land runs up, I suppose, close by?—Close by yes.

The witness withdrew.

Mr. Irvine Blennerhassett called and examined

Sir *John Llewelyn.*

50,364. You wish to say something with regard to the compensation evidence that we have heard?—With regard to the 125*l.* which was paid by the ingoing tenant to Mr. Probert, the outgoing tenant.

50,365. What is the name of the incoming tenant?—Mr. Edward Howells.

50,366. That 125*l.* was paid to Mr. Probert in cash?—Yes, when the transaction was agreed to; and the 125*l.* was to cover what Mr. Probert

Sir *John Llewelyn*—continued.

claimed for compensation for laying down any permanent pastures, and any small amount of hedging that he may have done, which is not a small item.

50,367. Have you any memorandum?—No; and, further, for what he considered would be fair to allow him for grass that was growing at the time, and which had not been in any way consumed by any animals. That, I think, was as near as possible the exact amount for what the 125*l.* was made up.

Sir *John Llewelyn*—continued.

50,368. How was the figure of 125*l.* arrived at?—A lump figure.

50,369. But by valuers?—No. Mr. Probert asked a certain figure, and the incoming tenant considered it was excessive, and after a good deal of haggling it was ultimately agreed that he should have the 125*l.*

50,370. May I ask how you know what the consideration was for?—Because I happened to—well, really, negotiate the matter between the ingoing and outgoing tenant.

50,371. You were an intermediary?—I was.

50,372. You were in their councils?—Yes.

Mr. *Richard Jones.*

50,373. Did Mr. Probert understand that the 125*l.* was to satisfy all claims?—Mr. Probert understood that his landlord was not in a position to give him any compensation himself, and therefore the landlord agreed with the incoming tenant: he said, "Howells, you shall have "the farm at 110*l.*, and any compensation that "Mr. Probert claims you must settle yourself," and those terms were agreed to, and Mr. Probert was present when that arrangement was made.

50,374. Did Mr. Probert understand that the 125*l.* was to satisfy all claims? He says that it was only for growing crops?—Well, he must have understood it, because he was present at the time when Mr. Davies told Howells, and Howells agreed on his behalf to give him what sum would be arranged between them.

Mr. *Grove.*

50,374A. Referring to this agreement, I may say that I know it to be Mr. Williams' handwriting because he is our county treasurer. That agreement was sent to me shortly after Mr. Davies came of age, when Mr. Williams handed over the agency, and I took it on for Mr. Davies; and I remember distinctly when the agreements came to hand casually looking through them, and my attention was drawn in perusing it to that footnote, and it was there then; but whether it was put in actually at the time the agreement was made or not, I could not positively say.

Sir *John Llewelyn.*

50,375. That is outside your knowledge?—Yes.

Sir *John Llewelyn*—continued.

50,376. But it was there some two or three years ago, you say?—I should say the agreement came to me as near as possible about three years ago, and it was there then.

Mr. *Griffiths.*

50,377. Are you a solicitor?—No.

50,378. You did not put it in writing between these two men at all?—Oh, yes, there is a written undertaking between them signed by them. *See* 50,450.

50,379. Have you that by you?—In my office.

50,380. It is unfortunate that it is not here, because that might explain matters?—I can get it for you if you wish it.

Sir *John Llewelyn.*

50,381. Is it here in Crickhowell?—Yes.

50,382. Will you get it for us?—With pleasure.

Mr. *Griffiths.*

50,383. Was there anyone present at the time?—At what time?

50,384. When you arranged matters between these two men?—No, only the three of us. It was down in the field opposite Probert's house on the morning of the sale, and the cheque was drawn out.

Sir *John Llewelyn.*

50,385. I should rather like to see it?—I will get it for you. The cheque was drawn out and paid to Mr. Probert within an hour of the transaction being made.

Mr. *Griffiths.*

50,386. Did Mr. Probert express himself satisfied?—Well, I think he was satisfied; at any rate, with the 125*l.* he appeared to be.

Sir *John Llewelyn.*

50,387. Mr. W. T. Lee sends up the following question: "Have you had a large experience in making farm valuations?"—I have had an experience ranging over a term of about ten years.

The witness withdrew.

Re-examined 50,450.

Mr. ROBERT PROBERT recalled and further examined.

Sir *John Llewelyn.*

50,388. What do you wish to say?—There was one thing I forgot to mention. I had a heifer shot on the ground during that time.

50,389. Shot on the ground?—Yes. I was away at the Abergavenny market on the Tuesday, me and my son, and on the Wednesday we found a two-year-old heifer in the meadow lying dead, shot through the head.

Mr. *Griffiths.*

50,390. Was there any shooting going on there at the time?—Yes. Mr. Adney was up there on the Tuesday all day shooting away. I mentioned it to Mr. Davies, and Mr. Davies asked me if I had any proof of it. I said, "No." Then he said, "When Mr. Adney is about shooting you must follow him about, and if you "can find him shooting your animals and get "proof of it, of course you will get compensation." I had a colt, a valuable colt, that I have now; he was a yearling then; he was shot right across the brisket; he was discharging for about a fortnight.

Mr. *Griffiths*—continued.

50,391. Did you ever claim compensation for it?—Well, you see, we had no proof who did it. Oh, it has been a dreadful affair altogether.

The witness withdrew.

Mr. WILLIAM PHILLIPS called and examined.

Sir *John Llewelyn.*

See 50,454 –50,481.

50,392. What is it you wish to state?—I had a holding in the district of Crickhowell from 1892 to this time—12 months ago. I rented a farm in January 1892. I took possession of my occupation in February 1892 following, and I removed certain stock. I brought two teams of horses and two carts to haul manure, and put down the land for spring crops. Two men were occupied in ploughing daily, except the Sabbath, while the weather would permit, and the land was sown with oats barley, and seeds. In May, when it began to grow, I saw to my sorrow that the crops were eaten up by rabbits. In June I made a complaint and asked the good people to bring their friends and take a few of them away as they were spoiling my crops after I had taken the greatest care to clean the land, which was in a very indifferent state when I took it. Finding they were consuming the young crops daily to my sorrow, and that they were not killed any of them at that time, in July, a fortnight before my half-year's rent was due, I went and made a complaint to my owner and said that my turnips were now being spoilt. I had made a fallow of six acres, and also bought some bone manures and sown them with the best seeds that I could procure of Mr. Wilson, of Brecon, and also of Mr. Tucker here, and the men were hoeing them—as good plants as I have seen in my time. As soon as they were hoed in a portion of that field the single turnips were eaten up near the woods up to near the middle of the fields. Having made my complaint he said that I was very foolish to stay there, and that I ought to give the place up, whereas I had removed my teams, my men and myself 25 miles.

50,393. This did not happen at Presbely?—No, it happened in the parish of Llangattock near this town, and also in a portion of the parish of Llanelly. My son was inclined to take it after two years that I had prepared it for him. I told the owner, "My rent is due this "day fortnight or thereabouts, and I wish to "meet my dues; I have a very bad prospect of "how to do it, inasmuch as my crops are consumed." On the 2nd of August (it was a Candlemas taking), I sent my cheque for the half-year's rent. Matters went on the same and the corn was consumed. Just before beginning to mow the corn I thought it my duty for myself, my wife, and my family to send for a man to look at the corn. I asked one valuer from the county to come there some day and make a reasonable valuation as to the damages. On the same evening I told the agent that I had done so. Matters went on about the same till next spring, when I ploughed up the land ready for sowing. I thought it my duty to go down and ask the owner how about the damages again, as to which I had made application before—how about the damages for the past year, and how about the current year, as I had got the land ready, and the seeds prepared for it, but that I had no heart to put them in the ground, inasmuch as my crops were consumed to such an extent the year before. He said, "I have no remedy, I have "nothing to help you, but you can give the "place up." I had a dozen two-year-old steers at the place. Cattle were at a very low price and I was in a very straight dilemma how to do. Finally, not knowing what to, she asked me to go and tell the agent.

Sir *John Llewelyn*—continued.

Mr. *Richard Jones.*

50,394. Who do you mean, the landlady?—The landlady.

50,395. Who is she; what is her name?—I do not know whether it would be as well to give the name, "the owner," I will put it.

Mr. *Richard Jones.*

50,396. Have you any objection to tell us the name of the owner?—I do not wish to mention the name personally.

50,397. You are not obliged to say if you do not wish it?—I have every respect to everyone, and I do not wish to be personal. I wished my stock to remain there till the end of May, because I had no provision for them in any other way, and I had plenty of keep for them there.

50,398. I think you said that your landlady told you to go to the agent. Was that right?—Yes; that day.

50,399. Did you go to the agent?—I did.

50,400. What happened then?—Finally it was arranged, or rather I was pressed in the office in this town to leave at the 1st of May, and not at the end of May, which was very much against my will, and to my loss, because of my stock and crops which were unconsumed, and there being no provision for them. I understood the same day that reasonable compensation would be allowed for the damage by the game, but it has not been done even to this day.

50,401. How long ago was this? Was it last year, did you say?—It was in March 1893.

50,402. You understood at the same time that reasonable compensation would be given to you for the game, but you have not had any money yet?—No.

50,403. Have you had any further correspondence upon the matter since?—Yes.

50,404. Are you still under the same impression, that you were going to have that reasonable compensation?—I have not had any favourable reply. Still, I made a claim.

50,405. Have you had any reply that is unfavourable, or is it still a matter of discussion between you and the agent?—It is silent rather, but I made a claim.

50,406. You think there is a dangerous silence. Is that it?—Yes; while it is remaining unsettled.

50,407. Very well, we will put it in that way?—It was further arranged that whatever fodder would be unconsumed on the 1st day of May, they should take by valuation. The same person afterwards saw the fodder on my behalf, and made his valuation, but they refused to give but one-half of it, but gave me the privilege of removing it if I wished, although the time was so very short, and being 25 miles away which was not very convenient at the time, I had an opportunity of making the best of it, within such a limited time. The last application was made by a registered letter on the 25th of April.

50,408. This year 1894?—Yes. (*The witness handed in the receipt for the registered letter.*)

50,409. Was there anything else?—No.

Mr. *Griffiths.*

50,410. Why did you not kill the rabbits yourself?—I had no desire to do that, and I had not been used to do it. I never had been used to do it, and I had no desire to.

Mr. *Griffiths*—continued.

50,411. You knew you had a right to do it?—Well, I was told so, but I never exercised it.

50,412. You never exercised that right?—No.

50,413. Did you understand that it would not be pleasing to your landlord if you did do it?—Yes, I understood that.

50,414. Although you knew it legally was yours, you did not like to make that claim?—I did not like to make that claim until July, after the refusal, when the turnips were consumed.

50,415. You had a valuer to value the damage?—Yes.

50,416. What was the amount of that valuation?—62*l.*

50,417. Did the landlord, on the other side, send a valuer to see the damage?—Not at the same time. I told the agent the same evening.

50,418. Did he send a valuer to see the ground?—I do not know.

50,419. Was there any game that did you damage besides rabitts?—There were pheasants on the ground.

50,420. A great many pheasants?—Yes.

50,421. Any hares?—No, I did not see any.

50,422. What was the amount of this claim that you made for the fodder?—13*l.* and some odd shillings.

50,423. Then there was no valuer sent by the other side to meet you, was there?—The agent came on the 1st of May.

50,424. Did he value it?—He offered 5*l.*

50,425. And you would not accept it?—No.

50,426. And so the matter stands to this day?—No, I was allowed to do the best with it in a very limited time.

50,427. And you sold it, I suppose?—So the fodder was finished with in that way.

Mr. *Richard Jones.*

50,428. Were you aware that you could authorise someone else to kill the game if you did not like to?—In July I found that out. I had never seen the Ground Game Act till July 1892. Seeing the turnips begin to go after the corn, I found that out, and then I authorised a person in my occupation under the name of John Swaine to do it.

50,429. Was it really through ignorance of the Ground Game Act that you did not destroy the rabbits at once when you went there, or was it because of a sort of timidity on your part to exercise your rights under the Ground Game Act?—Well, it was both.

50,430. Did your landlady preserve game rather highly upon the estate?—Yes.

50,431. A good deal of winged game?—Yes.

50,432. To such an extent as to damage your crops?—Yes.

50,433. But you suffer chiefly from rabbits, I suppose?—Chiefly at that time.

50,434. Did the agent dispute the claim that you made for damage done by the rabbits?—He had nothing to do with it—that was the reply.

Mr. *Grove.*

50,435. Are you still on that farm, Mr. Phillips?—No.

50,436. Why did you leave the farm—because of this damage to game?—Yes.

50,437. You were driven away from the farm because there was so much damage by game?—Yes.

50,438. That is, you elected to leave it at any rate. What was your claim against them for the damage done by game?—62*l.*

50,439. That was the valuation for the damage?—Yes

50,440. And for that up to this moment you have had nothing at all?—No.

Professor *Rhŷs.*

50,441. What was your rent?—90*l.* a year.

50,442. So that the valuation of the damage extended to about two-thirds of the rent. What was the acreage of your farm?—About 121 acres.

Sir *John Llewelyn.*

50,443. You are a Merthyr Cynog man, I think?—I have been residing there for 34 years.

50,444. Have you been farming in this neighbourhood for any length of time?—No.

50,445. For how long were you here?—I took the farm in January 1892.

50,446. Then I did not misunderstand you before. I wished merely to clear it up?—That is when I came here.

Mr. *Griffiths.*

50,447. How many acres had you under corn?—13½ under one and 14½ under the other—barley and oats—I would not be sure which now without referring.

50,448. Was the man you employed a professional valuer?—Yes.

50,449. Was he competent to value this?—Yes.

The witness withdrew.

Mr. IRVINE BLENNERHASSETT recalled and further examined.

Sir *John Llewelyn.*

See 50,378.

50,450. What do you wish to state?—I have a document which you wished for with regard to the last evidence I gave. Shall I read it?

50,451. Yes, will you kindly read it?—"This "is to state that I, Robert Probert, of Ysgyborr- "newydd, do of my own free will give and tender "up to J. Howells, of Moor Park, Llanbedr, the "whole of the afore-mentioned farm as from "this date, excepting the pasture land, which "said land will fall into J. Howells' hand on "on the 30th November 1893, excepting the "boozy pasture and the house, which will be "retained by me until the 1st May 1894. The "said J. Howells in consideration of the same "rendering to me the sum of 125*l.* sterling value, "and taking over the said farm, from the 29th "September 1893. The said J. Howells further "undertakes to take at a fair valuation between "two valuers chosen by each party the barley "straw, oat straw, and the turnips and man- "golds. Signed this 12th day of October "1893."

50,452. It does not say anything about compensation for laying down arable land into pasture?—No, it does not mention it in the document, but it was understood at the time that that is really what the 125*l.* covers more or less.

Sir *John Llewelyn.*

So far as that goes it substantiates what the first witness said, and nothing more.

Mr. *Grove.*

50,453. But if it was understood, why was it not included in the document, because you seem to have entered into some details. Why was that particular thing omitted?—Possibly it was an oversight at the moment, because this was drawn out on the morning of the sale. The sale commenced at midday, and this was drawn out early in the morning.

Sir *John Llewelyn.*

50,454. Now you wish to say something with regard to the last witness's evidence, Mr. Wm Phillips of Presbely?—I wish to state that Mr. Phillips, Presbely, gave up Penpedr-heol farm at his own request. He came to his landlady, who is Mrs. Sandeman (there is no reason why the name should not be mentioned), and asked her would she take the farm off his hands. She said, "You had better go and see the agent and "I will talk it over with him." He came and saw me and the same morning I went to Mrs. Sandeman, and she came up to my office and met Mr. Phillips in the office, and we settled there and then that Mr. Phillips should give up the farm to her and that Mrs. Sandeman would pay him some small claim which he asked for. At the time that this settlement was made no claim was entered into at the office with regard to damage by game at all. I admit that a claim had been made previously by Mr. Phillips for some, I think it was 64*l.* I have not got a copy of it, but he showed it to me and he said he had

Sir *John Llewelyn*—continued.

had a valuer to see it and would I go and see it. So in company with Captain Sandeman I walked up to the farm and we did not consider that there was anything he could feel very much aggrieved at, more particularly as a greater portion of the ground had wire netting around it and he was perfectly at liberty to use his concurrent right with regard to the hares and rabbits.

The claim of 13*l.* that Mr. Phillips made for fodder was not acceded to simply because the fodder was of a very, very inferior character.

With regard to the question of the preserving on this farm, it is not unreasonable in comparison with other farms in the neighbourhood, for the very simple reason that until Mr. Phillips took it the landlords had retained the farm in their own hands and had worked it for all agricultural purposes, and naturally it would have been as much against their interest as that of everybody else to have allowed an unreasonable amount of game.

Professor *Rhŷs.*

50,455. I do not quite follow that last answer exactly. It might have suited the landlady to have game and she might not consider it in exactly the same light as the tenant would?—Precisely, but in this particular instance the landlady kept the farm in order to cultivate her own grain and to have her hay and turnips, and she had a large quantity of stock kept.

50,456. You mean to say that she did not wish to preserve game to any great extent upon that?—Not on that particular farm, because they had their home preserves, which are walled in within about a quarter of a mile.

Mr. *Grove.*

50,457. Was the game they preserved near to his farm, or adjoining in any way?—Yes, there were plantations, but these plantations had wire netting, so far as was practicable, around them to prevent the game, any more than we could help, going on to his land.

50,458. Was there much game about that part?—No more than there is in the adjoining neighbourhoods around—not then; there is more now.

50,459. Did you see any traces of damage by game when you went to look over the place?—Yes, but nothing to the extent that one would consider unreasonable.

50,460. Then when you made that arrangement with Mr. Phillips you say that no allusion was made there to this damage by game?—Not in the contract that was carried out that morning between his landlady and himself.

50,461. You say that you paid him some small claim that he asked for?—I think I have a copy of it in my letter-book. I have sent for that letter-book. (*Letter-book produced.*) I have a copy of the agreement that Mr. Phillips signed on the morning when he gave up the

Mr. *Grove*—continued.

farm. I will hand it to you if you would like to see it.

50,462. Would you state what amount you agreed upon as compensation?—The amount is there; I did not look into it then.

50,463. It is as follows:—"I, the said William "Phillips, do herewith accept the sum of 12*l.* in "full discharge for all ploughing, hedging, and "other improvements carried out"?—That is so.

50,464. But it seems rather strange, does it not, that a claim of 12*l.* should be dealt with, and a much larger claim of 62*l.* should not be dealt with?—That claim was not entered into that morning at all.

50,465. Is it not a strange thing, as the claim was existing, and was known to you and to Mr. Phillips, that no reference was made to it?—The claim was never acknowledged by us. It was never acknowledged that there was any justification for a claim.

50,466. Then even to-day you do not acknowledge it?—No, we do not acknowledge it.

Mr. *Grove.*

Then that alters the position.

Professor *Rhŷs.*

50,467. He said, I think, that he had the damages valued. Were you aware of that? Did he tell you by whom they had been valued?—Yes.

50,468. Was the man he had to value an experienced man?—I should say he was.

50,469. He was?—I should say so.

50,470. So that his valuation of 62*l.* might be right?—It might be, but one naturally must allow that in all probability he had put it as high as he possibly could.

50,471. Yes, but then if you had a valuer to meet that, he would put it as low as he could?—Yes.

50,472. That would bring you to 40*l.* perhaps; but you say now that you do not acknowledge any claim at all?—No, we do not.

50,473. You see there is some little difference between 62*l.* and nothing?—Yes, precisely, but at the same time we do not consider that the claim was justifiable.

Mr. *Richard Jones.*

50,474. When you say that probably this person would value the damage as high as he possibly could, what do you mean by saying that?—I think it is general in business if you are employed by an outgoing tenant to get as much as you possibly can for that tenant, and I naturally presume that this valuer was not an exception to the rule.

50,475. Then according to your process of reasoning, supposing any question of dispute arose between a landlord and tenant, you think that a disinterested person should be employed to settle the dispute?—Our usual custom is that we appoint two valuers, and the valuers appoint an umpire, and if the valuers fail to agree the

Mr. *Richard Jones*—continued.

umpire is called in and his award is accepted as final. That is our practice here.

50,476. You would not consider it a just thing for a landlord to go and employ his agent to value his farms for the purpose of adjusting the rents on the farms: possibly being employed by the landlord, he would try to please his employer, as you say?—To a certain extent no doubt he would, but at the same time he would allow his own judgment to support him in assessing them. I do not think that that applies as directly as it would to the question of value for compensation for damage by game or anything of that sort.

50,477. The principle is much the same—that he would try to please his employer of course?—To a certain extent he would.

50,478. You, of course, dispute this claim, because you consider that the tenant should have destroyed the rabbits himself?—Precisely.

Mr. *Griffiths.*

50,479. One question: Did you take this other gentleman to see this ground before the crops were harvested?—At the present moment I do not remember exactly when we did go. I could not possibly tell you that at the moment.

50,480. Do you not remember whether the corn was on the ground or whether it was harvested? Surely you ought to remember that?—I think, Sir, it had been harvested.

50,481. If it had been harvested how could your valuer assess the damage done by the game?—Simply that there was not in our opinion a sufficient amount of game and so forth about the place to justify such damage being done.

Mr. *Griffiths.*

But you could not see what damage had been done then. It would be impossible.

The witness withdrew.

Adjourned to Brecon.

FIFTY-NINTH DAY.

The Shire Hall, Brecon, Breconshire, Tuesday, 8th May 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHŶS, M.A. LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. EDWIN GROVE.
Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary
Mr. CECIL E. OWEN, Assistant Secretary.

Miss GWENLLIAN E. F. MORGAN called and examined.

Sir *John Llewelyn.*

50,482. Where do you reside?—At Buckingham Place, Brecon.

50,483. You wish to give us some information, I think, with regard to the hiring and pleasure fairs?—It has been suggested that I should bring before your notice a reform which has been initiated in the hiring fairs of this town, as it is a subject closely connected with the agricultural interests of this county, and with the life of the people most affected by this inquiry. I shall, therefore, if you will allow me, read a paper I have written, which deals fully with the practical details of the reform we are trying to carry to a successful end.

"The country fairs of to-day are in the main very much what they were two hundred years ago, when Bunyan's dream of "Vanity Fair" so faithfully reproduced what he had seen in the neighbouring towns, and Henry Vaughan, The Silurist, the poet-physician, living in Brecon, wrote a description of these gatherings of the Welsh country folk. The narrow streets of that little town are still crowded with booths, shows, and cattle—the swings and steam-horses being an addition of later years. The air is tortured with the blare of brass instruments and barrel-organs worked by steam; shrill whistles from the engines mingle with the harsh shouts of the vendors of cheap wares and rival showmen, and the looker-on is overwhelmed and bewildered by the general hub-bub and confusion.

"It seems strange that civilization and the board schools have made so little alteration in the way the people take their pleasures. That these fairs are a pleasure to them no one who has lived amongst labourers and farm servants can doubt. We have heard much of late of the dullness of their lot; there has been no exaggeration, and it is quite easy to realise the eagerness with which they look forward to these half-yearly fêtes; the music, the lights, the brilliancy and sparkle, even though it be the sparkle of tinsel, the wonders to be seen form a striking contrast to the monotony of their daily lives, and upon consideration, it is not difficult to understand the charm these varied attractions have for them. This being the case, it must occur to all thoughtful people that the wisest way of meeting the evils and dangers of these fairs is not by agitating for their abolition, against the popular feeling in the country, but by trying to improve and purify them; for, though the amusements of the fair may be considered rough and unrefined. there is not much that is wrong (apart from the temptations to drunkenness) supposing the law is in all respects enforced.

Sir *John Llewelyn*—continued.

"The great danger here, as everywhere, comes from drink! If it were not for this the pleasure fairs would be comparatively harmless. As it is, many a promising young life is blighted, though the teetotallers rarely date their ruin from the fair. Young men and women who, probably, never taste alcohol at any other time, are induced to "treat" or be "treated," and it is a common sight on a rainy fair day to see the up-stairs windows of the public-houses (where the large club rooms are) crowded with lads and girls drinking spirits or wine.

"The disastrous consequences of such a custom—even supposing it does not lead to drunkenness, which, amongst the girls at least, is rarely the case—must be apparent to all. It is not only on a fair day that a note of warning should be raised. The villages act on the towns, the towns re-act on the villages, and it is the training which goes on week by week which will influence the young people of our country to love "whatsoever things are pure; whatsoever things are of good report." So much might be done if an appeal were made from a small central committee in the town where these fairs are held, to the clergy and ministers in every parish within ten miles radius, imploring them to bring the matter before the teachers in their respective Sunday schools, who in turn would wisely, judiciously, prayerfully warn the lads and girls of the dangers and temptations lurking where they may be least expected.

"One very simple way of guarding them from peril would be, to ask them—if not already teetotallers—to sign the total abstinence pledge

Sir *John Llewelyn*—continued.

for the Fair week, with a promise that neither for business nor pleasure will they enter a public-house during that time. In most towns good coffee taverns are now established, where refreshments can be obtained and business transacted, so it is never absolutely necessary to adjourn to an inn. The young people may also be reached through the Girls' Friendly Society, the British Women's Temperance Association, the Young Women's Christian Association, the Young Men's Christian Association, and the various temperance societies in the neighbourhood.

"But, whilst fully recognising the dangers to be encountered and avoided, there is cause for deep thanksgiving in the great improvement on the past, open and disgraceful drunkenness amongst the crowds, which gather on these occasions, being much less common than it used to be. The temperance movement, coffee taverns, and the early departure of the trains have all tended to lessen this evil.

"Old customs linger amongst us, though all the conditions which created them may have passed away and no need remains for their continuance. One very curious custom still obtains in some parts of Wales—and possibly in England also—the hiring of servants in the streets is carried on in the present day, and, whilst the fact is accepted as a perfectly natural harmless thing by many, those who are working amongst young women and girls, and are anxious for their moral and spiritual welfare, have had the consequences of this system brought before them in a manner that has made silent acquiescence an impossibility.

"In the little market town of Brecon, in South Wales, the centre of a large agricultural district, this habit of hiring farm servant girls and lads in the street had existed for generations. In the most public part of the town, where four streets meet, a large crowd of young women and girls of respectable character and parentage, mixed in and out with farm men and lads, stood waiting to be hired. For many weary hours, through rain, cold, or heat, they remained, patiently standing until they were engaged, being jostled and crushed by each other, and the passers-by, within hearing of coarse jokes, of bad and improper language, listening to songs and ballads in Welsh and English, unfit to be heard, and in some cases this went on for days.

"On the first Fair day the adjoining streets were rendered impassable by cattle driven there for sale, to be succeeded on the following days by human beings waiting to be hired!

"It had long been felt that such a state of things was hardly consistent with modern feeling, that, in fact, it was a relic of earlier and more barbarous times when the serfs stood in the market-place for sale.

"In the autumn of 1890, by request of the vicar of Brecon, Rev. Prebendary Herbert Williams, a committee of ladies was formed to consider what could be done to make a change for the better at the approaching November Fair, and it was decided that a large room should be

Sir *John Llewelyn*—continued.

taken, where those who required farm servants (for it is only amongst the agriculturalists that this system of hiring prevailed) and girls, who were waiting to be hired, might meet and carry on negotiations.

"The matter was laid before the Mayor of Brecon, Col. Morgan, who at once warmly supported the proposal, and issued an order for the removal of the hiring fairs from the streets to the Guildhall, the council chamber of which he placed at the service of the ladies' committee. This is a large, warm room on the ground level, with entrances from two of the principal streets of the town, where rest and quiet can be obtained, and matters settled more satisfactorily for mistress and maid than in the noisy, crowded thoroughfare.

"Notices of the change were inserted in all the local papers for three weeks before the Fair; leading articles in sympathy with the new movement appeared in each; and a letter from the secretary appealed to the public for support. Handbills, leaflets (addressed to young men and women, printed in Welsh and English, and issued by direction of the Bishop of the Diocese), and a reprint of one of the editorials, were sent by post to upwards of 200 of the farmers in the neighbourhood (their names and addresses being obtained from the Electoral County Register), and to 60 of the clergy and ministers, asking them to inform their congregations of the change, and to distribute the leaflets amongst the young men and women.

"On the Fair day every effort was used to the farmers and their wives to come to the Guildhall, where a very responsible woman had been appointed registrar to the Free Registry. The ladies of the committee were present to welcome the girls, and to bring the employers and servants together. A bookstall was provided with Bibles, Prayer Books, illuminated texts, and cheap, good literature, which was so popular that more than 1*l.* worth of books and texts were sold in pennyworths. A coffee stall, with refreshments at a cheap rate, was contemplated, but this proposal threatened to interfere with two coffee taverns close at hand, and so was abandoned. The ladies also worked in the streets, by personal persuasion inducing the girls to break through the old custom, and come to the warm comfortable room which had been provided. A Church Army nurse came for the Fair week, and was most efficient and successful. She visited the show people in the mornings, giving them books, texts and papers, and in the evenings held open-air meetings in the street. The people thronged to hear her, and came night after night to listen eagerly to her words. Hundreds of copies of the "Church Army Gazette," "Temperance," and other tracts, were given away to the people frequenting the Fair, and the supply was not equal to the demand. At the hiring fairs held in Brecon in May and November of each year since, the work has been carried on in the same way and successive mayors have given the movement

Sir *John Llewelyn*—continued.

their sympathy and support; there is no doubt the old system had received its death blow. At last November Fair, 49 mistresses applied to the Guild Hall Free Registry for servants, 54 girls were registered, and of these 32 obtained situations. At the May Fair held last week, 63 mistresses applied, and 38 servants, of whom 29 procured situations. These figures speak for themselves. Old customs die hard, and the prejudices of centuries are not overcome in a day; still, it is hoped that a new era has dawned on the hiring fairs in the Principality, for no crowds of girls are to be seen in the old standing place, and, though a few may be found lingering round, nearly all the mistresses and most of the young women prefer meeting at the Guildhall.

"There are demoralising influences in a fair, which come from foreign sources. It is a well-attested fact that decoy men and women make a practice of frequenting fairs, to pick up young country girls who have come to be hired. This is another reason for doing away with street-hiring, as the registrar would always make inquiries as to the kind of situation to which she sent girls. It is also well to look after any young women who may lose their trains, and to have respectable lodgings ready, where they may go for the night.

"The shows and art galleries, the pamphlets, books, and photographs sold in the streets require very careful supervision. It is not necessary to enter into details, as the less said on this matter the better, but evils in this direction do exist to a much greater extent than is generally supposed; and the fact that young girls, boys, and children frequent these places, makes it imperative that the law should be brought to bear in its full power. The law on the point is very clear. The exhibition or sale of anything that is improper renders the exhibitor or vendor liable to be arrested at once as a rogue and vagabond, under the Vagrant Act (5 Geo. IV. c. 83. s. 4.)

"Ignorance is not innocence, and in this, as in most cases, knowledge is power. It is well to delegate this matter to the Town Vigilance Society, if there is one, and every step should be taken with great care and discretion. The exterior of these shows is so apparently innocent and harmless, that it is not easy to believe that anything is going on inside which should be suppressed. It must be remembered that policemen in uniform, or any who would be regarded by the exhibitors as "suspicious," would not be shown any of the objectionable pictures, &c., so, to ensure an arrest, detectives in plain clothes or respectable working men should be employed.

"Full information on all legal points is contained in a very valuable little pamphlet published by the National Vigilance Association, 267, Strand, London, W.C., called 'Statute 'Fairs. Their dangers, and the legal methods of 'dealing with them.' Price 6*d.* per dozen—it should be read by all interested in the reform of pleasure fairs.

"It is hardly possible to conclude a paper on this subject without mentioning the wonderful work being carried on by Miss Millington, Layerthorpe, York, amongst the travelling showmen. This lady formed, in November 1880, the Travellers' National Total Abstainers' Union, which now numbers upwards of 7,500 members; its quarterly journal, 'The Caravan,' has a large circulation."

Sir *John Llewelyn*—continued.

50,484. I hope you are satisfied with the progress of your movement?—It certainly has improved very much since the beginning. At first there was great shyness of coming to the hall, but from the figures I have quoted, I think you will see that to a great extent has passed away.

50,485. A great reform, as you say, is not carried out in a day; but you consider that progress is being made?—Yes, decidedly.

50,486. You think that there is greater sobriety now than there was?—I hope so, certainly more than there was years ago, but it varies.

50,487. Do you think, on the other hand, there is greater facility for obtaining servants, on the one hand, and obtaining places, on the other?—Oh, certainly. But I should mention that there is a certain amount of prejudice against the movement, and it has been said that it has tended to lessen the number of the servants who have applied. I do not believe that to be the case. There is a change coming over these fairs; servants engage at other times; fewer girls go to service, the greater number preferring to go to dress-making or shops. There is not the supply for the farm service that there was in former years.

50,488. Can you give us any reason for that diminution?—I am afraid I cannot. I think there is a general tendency that way, but I cannot account for the reason. I do not know whether education has anything to do with it, or whether the balance will be regained when technical education has gained more ground—I mean when there is more instruction in dairy work and so on.

50,489. Do you think that the servants who apply for places require better surroundings in the farmhouses?—In Brecknockshire the surroundings on the whole are good.

50,490. I think I may say this is breaking new ground. There has been no evidence of this nature before us hitherto, and I think it very much to the point and very interesting?—Thank you.

Mr. *Richard Jones.*

50,491. What is your experience on this point; are there more contracts made at home between master and servant now than formerly?—I think there must be.

50,492. That is the experience in our county; hiring fairs are not what they used to be?—As I have said, there is a decided change of late years come over the hiring fairs, and fewer servants are in the fairs. I imagine the contracts are made before the fairs open.

50,493. You say that the servants at the pleasure fairs follow the same course, go to the

Mr. *Richard Jones*—continued.

public-houses and drink there, I suppose?—A certain number. Of course, very much depends upon the weather; a rainy day would drive them in.

50,494. It is an impossible thing to fix a fine day for a pleasure fair a year beforehand unfortunately?—Quite so.

Mr. *Griffiths.*

50,495. Do they produce testimonials when they meet in this hall?—They give their references, but we have nothing to do with that; we leave that between the mistress and maid.

50,496. Do they take them at random, or do they generally inquire particularly into their characters?—I do not think they are very particular about inquiring, I think they inquire afterwards probably, but they get into communication in this room.

50,497. Do they sign any agreement?—No; no agreement is signed, but 1*s.* is given, as a rule, as "earnest" money.

Mr. *Grove.*

53,498. Do you think this new movement which has been inaugurated is on the right lines for ultimate success?—With regard to hiring servants?

50,499. Yes?—I think it is more reasonable that they should be hired in a room than in the street. That is our object.

50,500. Can you suggest any further development of that movement which would be more likely to be successful?—We have tried everything which would be likely to be successful. We have been at it four years and improved each year I think, but I do not know that there is anything further I can suggest.

Mr. *Grove.*

As a Commissioner I should like to express my appreciation of the very great efforts you have made in that direction. It is quite a new feature for us, and one of great importance.

Lord *Kenyon.*

50,501. I suppose in this part of the world the farm girls change their places every year?—Yes, I think so, sometimes every half year. Our great fairs are in May and November, and they generally engage from one fair to the other for the half year.

50,502. They very seldom stay in the same place more than that time I suppose you find?—I think some do, but a great many change.

50,503. What is the reason that they change so frequently?—I do not know.

50,504. Simply the wish for a change?—Yes, and the hope of higher wages, I suppose.

Lord *Kenyon.*

I am sorry I did not hear the first part of your evidence.

The witness withdrew.

Mr. Owen Price called and examined.

Lord *Kenyon.*

50,505. Where do you live?—Nantyrharn, Cray, Brecon.

50,506. Are you a farmer?—Yes.

50,507. Are you a tenant farmer?—Yes, I am a tenant farmer.

50,508. And a freeholder as well?—Yes, and a freeholder as well.

50,509. How many acres do you farm?—About 1,500.

50,510. Will you kindly give us your evidence?—I am a farmer, and occupy about 1,500 acres of land, the greatest portion of which is my own property, but I pay rent for about 300 acres to four different landowners. I am a member of the Breconshire County Council, a member of the Board of Guardians of the Brecknock Union, Vice-Chairman of the Devynock Highway Board, Chairman of the Cray School Board for the last 22 years, secretary of the Devynock Agricultural Society for 30 years, and Justice of the Peace for the county of Brecon. As a valuer of many years standing, I have gained experience and knowledge of the customs of tenure existing in this county. As far as I know there are no copyhold tenures in this county and no recent enclosures, and very few

Lord *Kenyon*—continued.

squatters' cottages. In my opinion it would be a great advantage to the occupiers of the adjoining farms if the unenclosed commons in this county were enclosed and cultivated. The expense of surveying and obtaining Acts of Parliament is now so much, that in many cases it blocks all improvements in that direction. Usual date of entry on farms 29th September, but the old tenant grazes the land as a custom to 30th November, and occupies the house and farm buildings, for consuming his crops, up to the 1st of the following May. Farms are mostly let from year to year, and leases are not desired by tenants. I know of several leases given many years ago, where the rents have been reduced before the expiration of the leases. Landlords would readily grant leases, but tenants are not anxious for them if they have a good landlord. Rents are generally fixed at a gross amount for each farm, and there are no other services rendered. The right of commons are always included in the rents, but in the majority of cases it is never exercised. Any damage done by the hauling of timber or otherwise is generally allowed to the tenant. Agreements are made on many estates, and in

Lord *Kenyon*—continued.

some cases contain penalising clauses, but they are never enforced, unless the landlord and tenant fail to agree. The Agricultural Holdings Act does not go far enough. There are many things on a well-managed farm outside that Act for which a tenant should receive compensation on leaving. In some cases the rent is fixed by valuation, and in others by private treaty. The large landowners generally select the tenants which have most capital. Small landowners are not quite so particular, and often accept the highest bidder. I have myself acted as arbitrator in several cases of readjusting rent between landlord and tenants, within the past 12 months. No rates are paid by the landlord, except income tax. There are a fairly good number of small freeholders in this district. Some of them have purchased their farms recently at 30 years' purchase. Labourers are chiefly employed as farm servants, and houses are scarce in country districts, labourers are too much concentrated in villages, and it would be a great benefit to farmers generally if more cottages were built in the rural districts; old cottages have been allowed to fall down, consequently the country districts are somewhat depopulated.

50,511. Have you anything else to say?—There may be a few other things arising in the answers to the questions.

50,512. You say the rights of commoners in the majority of cases are never exercised?—I do not say never exercised, but in the majority of cases they are not exercised. I believe only those tenants who reside near the hill exercise the right of common at present, those that live at a distance never exercise the right of common at all.

50,513. I suppose those commons are of great value to the tenants near?—No doubt they are of great vale to the farmers near, but not of so much value to those at a distance.

50,514. I suppose you are conversant with the Agricultural Holdings Act?—Yes.

50,515. What do you suggest by way of amendment to it?—I think there are many improvements on a farm that a good tenant ought to be allowed for in addition to what is allowed under the Agricultural Holdings Act.

50,516. Would you say "the improved condition of the holding"?—Yes.

50,517. I mean the general improvement?—Yes; the generally improved condition of the farm.

50,518. Would you alter the schedules at all?—I think drainage ought to be made an open question, instead of that the tenant should give notice to the landlord.

50,519. He has only to give notice?—Quite so.

50,520. Would you take out any of those things in the first schedule, Part I., where the consent of the landlord is required?—No, I do not think I would, but still I think there ought to be something done for the general improvement of the farm.

Lord *Kenyon*—continued.

50,521. Will you state further exactly what you mean on the drainage point?—Yes, I believe in the cases where a tenant has done some drainage on the farms, he ought to be allowed for it.

50,522. If he leaves?—Yes

50,523. Whether he has given notice or not?—Yes; I do not believe a tenant would go and spend money unless it was for his own benefit, and for the ultimate benefit of the landlord.

50,524. You think it ought to go into the first schedule?—No, I think it ought to be in the third schedule.

50,525. In fact no second schedule at all for drainage?—No.

50,526. Do you think that there is any hardship that the tenant has to give two months' notice before he claims? We have heard that in some cases?—No. I think there ought to be a certain amount of notice given, but at present the tenants in a great number of cases are thoroughly ignorant of the provisions of the Act.

50,527. Is there any other point in the Act which you think might be amended?—No, nothing particular; but I think the good tenants ought to be allowed for hedging and different things, which do not come under the third schedule at present.

50,528. You would enlarge these schedules?—Just so; I would give more power to the arbitrators.

50,529. How are the improvements mostly done in this part of the world?—The buildings are invariably done by the landlord, in almost every case that I know of.

50,530. I suppose the tenant hauls?—Yes, he always does the hauling.

50,531. And is the drainage mostly done by the landlord or the tenant?—The landlord generally gives the pipes and cuts the drains, and the tenant, as a rule, fills them up. That is the custom in our country.

50,532. Is there any rise in the rents in this neighbourhood?—In some cases there has been an increase, but in others there has not.

50,533. Any reductions?—There have been some permanent reductions, and abatements have been pretty general for the last three or four years, and in some cases for seven or eight years.

50,534. The rents are rather falling than rising, you think?—They have for some years, especially if you take the abatements in view, they have lowered a good deal.

50,535. I suppose that agricultural produce has been falling?—I should think at the end of last year it had fallen 40 per cent. under what it used to be, but times are improving a little at present.

50,536. Have you anything to say about rates?—I think the rates are less now than they were some years ago; at least they have not increased in our district.

50,537. How about the labourers; are they plentiful, or not?—Well, rather scarce, and

Lord *Kenyon*—continued.

wages have gone up nearly double what they were 30 years ago.

50,538. Is the labour good?—There are some very good labourers, but as a class I do not believe they improve.

50,539. Are they well housed?—Yes, in most cases the houses are pretty fair at present. I believe the houses are in very good order.

50,540. Is there a sufficiency of house accommodation?—No; I think it would be an advantage to landlords and tenants generally if there were a few more labourers' houses in country districts.

50,541. You think they would be taken?—Yes; houses are in great request, especially in our district.

50,542. Are there any vacant farms?—I do not know of any.

50,543. Is there any land going out of cultivation?—I think the farms are not cultivated now as they used to be many years ago, because less labour is employed, and there is a great amount of land being laid down to permanent pasture, and, as a rule, the labour employed is not more than half now to what it used to be 10 or 15 years ago; consequently, some land of course is allowed to go out of cultivation.

50,544. Is that what you mean by going out of cultivation—being laid down to permanent pasture?—Well, to a certain extent. In our country the land is improved by being cultivated in a certain number of years. Of course the upland district if it is to be improved requires cultivation every 10 or 12 years; I mean it deteriorates if you leave it without being cultivated for more than 10 or 12 years.

50,545. You think these commons should be properly divided up?—Yes. I think it would be a great benefit to the country generally if they were allotted, and each man had his share of them. At present the process is very expensive, and the value of the land nearly in many cases is spent in getting the Act and making fences and different things. I believe it would be very much to the benefit of the farmers generally if the commons were allotted and divided, each man to have his own share.

50,546. I do not see that you mention any remedies. Have you thought of any remedies beyond this addition to the Agricultural Holdings Act?—That is a very difficult question, my Lord. Better times would be the best remedy.

50,547. Would any legislation be of any use, do you think?—Scarcely, I believe. Legislation would not improve the condition of the farmers very much.

50,548. Do you think the marking of foreign meat and branding foreign articles to show where they came from would be of any value?—I think there ought to be some protection afforded to the farmers in that way, and that foreign stuff ——

50,549. Should be sold as foreign stuff?—Just so. Then railway rates are very high in some cases, and for short distances they charge very excessively.

Lord *Kenyon*—continued.

50,550. We have heard a good deal about a land court, do you think that would be of any use in this neighbourhood?—No, I do not believe a land court would assist us at all.

Sir *John Llewelyn.*

50,551. You, I think, told us that you have been called in to arbritrate occasionally?—Yes.

50,552. Have you ever had any difficulty in adjusting rents?—No. As a rule I think, in fact in all cases I have been connected with, there has been satisfaction, and a satisfactory issue has been arrived at.

50,553. Do I understand then that you were called in because landlord and tenant could not agree with one another?—Yes, in one or two cases recently.

50,554. What was the result?—There was a slight reduction in the rent.

50,555. Can you tell us to what extent—what per-centage?—I think it was about 8 or 8½ per cent.

50,556. Below the old rent?—Below the old rent.

50,557. You, I think, yourself told us that you rent about 300 acres?—Yes.

50,558. Do I understand that is under four different landlords?—Yes.

50,559. Are they large landowners or small landowners?—They are large landowners. Lord Tredegar, the Rev. Garnon Williams, Mrs. Gwyn, and Mr. Watkin Lloyd Downes.

50,560. They are all large landowners?—Yes.

50,561. Is the property in your neighbourhood very much broken up?—No, not very much.

50,562. It is rather a peculiar coincidence then that you should be under four different landlords?—Just so, but of course in two cases it is only accommodation land.

50,563. I was interested in your remarks about the Agricultural Holdings Act, and if I followed you correctly you thought that Part II. of the second schedule should be placed upon the same grounds as the third schedule?—Yes.

50,564. Do you not think it is reasonable that the landowner should have notice of the drainage by his tenant, so that he might have the opportunity of seeing that it is done in the best permanent way?—I quite agree that there should be an understanding between the landlord and tenant, but I know of some cases recently where notice was not given, and the tenant failed to claim for the drains. I do not believe any tenant would spend money on drains that would be worthless, but at the same time I think that there should be an understanding between the landlord and tenant upon the point.

50,565. Is it the custom of this country that the landlord finds the materials and the tenant the labour in draining?—I do not know that there is a custom, but still it is generally done in that way.

Sir *John Llewelyn*—continued.

50,566. That is generally the case?—Yes.

50,567. If there was co-operation of that sort, I suppose the landlord would naturally exercise some supervision?—Yes, decidedly. I believe nearly all the landlords in this county pay for cutting the drains themselves, and give the pipes, but in some cases of small landlords they leave it to the tenants.

50,568. Then the usual custom is that the landlord does the whole of it?—Not the whole, because the tenant fills the drains, but some small landlords leave it all to the tenants, and the consequence is that the tenants are not repaid if they leave the farm.

50,569. Am I right then in assuming that you think the tenant ought to be protected against himself, because if he neglects to give this notice to the landlord he thereby forfeits his possible claim?—It is very often the case that tenants are ignorant of the requirements of the Act. That is how it is.

50,570. Quite so. I am afraid we have found that in many places?—Yes. I do not believe there is one man in a dozen that knows anything about the provisions of the Act.

50,571. Does the Act appear to you to be an honest attempt to rectify that evil?—Certainly.

50,572. But the tenants, as a matter of fact—the farmers generally—do not know its provisions?—To a great extent that is so.

Professor *Rhŷs.*

50,573. Which is your parish?—Cray is the parish I reside in.

50,574. What language do the people talk roundabout you?—Welsh principally.

50,575. Is there any difficulty on that score at all between them and their landlords?—Not the least.

50,576. They have the agreements explained to them?—Yes, as a rule, but in our country I believe there are more tenants without agreements than there are with agreements.

50,577. We have already heard what you say about the Agricultural Holdings Act; that they seldom know what is in it, or what it means?—Most of them are entirely ignorant of the Act.

50,578. There is another thing that we have found over and over again: there seems to be great reluctance on the part of Welsh farmers to insist on having everything in writing; they have a random talk with the agent, who perhaps goes away or dies, and then difficulties arise with the new agent; they understood that they were to have this and the other, and so on, and the difficulty arises from the fact of their not having things in writing?—It is so sometimes no doubt, but as a rule they understand one another upon that point.

50,579. They understand one another if they do not get separated, but supposing the agent dies or is removed, then difficulties arise. Is not that your experience?—Yes, it is quite possible, and in some cases they have a isen.

50,580. I put it down to the same sort of idiosyncrasy; they seem to have a reluctance to give notice to the landlord that they want certain repairs done?—Yes, it is sometimes so.

Professor *Rhŷs*—continued.

50,581. There is a sort of reluctance to give formal notice of anything?—Well, I do not know whether you can say it is reluctance.

50,582. Or shyness, whatever you like to call it?—Sometimes they are not able to see the agent and the landlord, but when they do see one another they generally tell them their grievances if there are any.

50,583. But in cases of that sort it would be well that it should be in writing, would it not?—No doubt things would be much plainer if they were in writing, but still as a rule tenants have a hankering against agreements.

50,584. But to give notice of an improvement I mean—it would be better if it was in writing, and if they got an answer in writing?—No doubt it would be better in many cases, but still it is very seldom done.

50,585. It is my impression that a great deal of the difficulties arising between landlord and tenant spring from this very fact?—There is no doubt about that, because if many things are arranged and settled beforehand there would be less differences afterwards.

50,586. Have you any suggestion to make as to how the Welsh tenant is to be cured of this reluctance to insist upon things being in writing?—No, not upon that point, but I think it would be very much better that there should be a clear understanding between landlord and tenant at the commencement, there would be less bickerings afterwards.

50,587. How can they be got to acquaint themselves with the Agricultural Holdings Act or with any other Act that may be passed to supersede it?—No doubt education is spreading, and the rising generation will be able to look after themselves better perhaps on that score.

50,588. Have you noticed any improvement in that direction?—Certainly. Education is spreading. The old race of farmers as a rule had very little education.

50,589. You think that things will improve in that respect?—Decidedly, so far as education is concerned.

50,590. How many servants do you keep at your homestead?—Six menservants and labourers. There are two labourers, and four kept in the house.

50,591. Do they all sleep in the house?—Four of them do, but the other two are labourers and they go home to sleep.

50,592. The accommodation of the servants to sleep in the house is the usual arrangement in that part of the country, I suppose?—That is mostly done. Of course those following the horses, and the cowmen, generally sleep in the house, but some labourers outside are employed sometimes.

50,593. We heard yesterday that the morals of Brecknockshire are pretty good. Do you know the statistics at all?—Yes, I think they bear fair comparison with the other Welsh counties upon that score.

Professor *Rhŷs*—continued.

50,594. You mean that they excel, they stand higher?—I believe so.

Mr. *Grove.*

50,595. Do you hold your farm under an agreement?—No, I have no agreement with either of my landlords.

50,596. Then you go on the custom of the country?—Yes.

50,597. I gather from your remarks that there is very little co-operation amongst farmers?—There is not very much.

50,598. You have an Agricultural Society for the county, I suppose?—Yes, there is one for the county, and there are several district societies as well.

50,599. Would it not be a proper thing for them through those societies or farmers' clubs to study such a thing as the Agricultural Holdings Act and get hold of the main provisions of it?—I have no doubt it would be very beneficial.

50,600. You are secretary to an agricultural society yourself, are you not?—Yes, I have been secretary for 30 years.

50,601. Then may I ask whether the members of the particular society that you are secretary to have made themselves acquainted somewhat with the provisions of the Act rather more than the general body of farmers?—I believe a great number of members of the society have done so, but not all possibly.

50,602. Would it not be beneficial if a very short summary of an Act of that sort were printed in Welsh, do you think?—I believe that nearly all the farmers now read English, with the exception of some of the older tenants. Those over 50 or so generally prefer the Welsh, but in all other cases with the young people they read English.

50,603. You speak of some farmers near to you who have bought their own farms, I think?—Yes.

50,604. Do you think that if farmers could get possession and buy their own farms, it would tend to a greater yield from the land?—I have no doubt they would have more confidence and security, and possibly they would treat the land better on that account, but the tenant farmers under the large landlords in this county are mostly quite as safe.

50,605. They are safe as long as the landlords live, but the landlords may die?—Just so.

50,606. Or properties may be sold. Have you had many sales of land about this part?—Not a great many; but in some cases several tenants in our neighbourhood have brought their farms at 30 years' purchase, which is very reasonable, but in other cases where they have to pay 35 and 40 years' purchase, of course the price is very exorbitant.

50,607. Yes, it is against them. Do you think that in some cases where they have bought their farms with borrowed money, they are paying more interest on the borrowed money than they would have to pay rent?—Yes; undoubtedly.

Mr. *Grove*—continued.

50,608. I suppose you consider that fixity of tenure by some means or other would be an advantage?—I believe it would be an advantage to the tenants and the landlords.

50,609. Do you think that a farmer should have full compensation for any improvements he effects upon the land?—Certainly.

50,610. I suppose you consider that there is great depression at the present time in farming?—There has been great depression for two or three years.

Mr. *Richard Jones.*

50,611. You say that a tenant should be paid for the general improvement of his farm?—Yes; I believe he ought to be paid for the general improvement.

50,612. How are you to arrive at that. How are you to assess it?—Of course you must take the general condition of the farm into calculation.

50,613. Do you mean when a tenant enters a farm?—No doubt it would be advisable to take it at entry, but still at the time he leaves, anyhow.

50,614. If you do not make a valuation of the farm when the tenant enters, how do you know whether it is improved or not?—Of course it is quite possible that farms that are not in a very good condition when a tenant enters may be very much more improved than a farm which a tenant gets in good condition, and there is a disparity in that case, no doubt.

50,615. May I take it that in order to find out whether a farm is improved or not, it should be valued when a tenant enters it?—It would be most advisable, no doubt.

50,616. Because I cannot see any other way of carrying it out unless it is done?—Just so.

50,617. Do you think as a matter of principle that every farm should be valued when the tenant enters it?—I think it would be very much better if it were the case, because then you would be able to arrive at the exact position of the condition of the farm.

50,618. And if a tenant improved it he should be compensated when he left, and if it deteriorated the landlord should be compensated?—Yes, decidedly.

50,619. It would be a fair thing between landlord and tenant?—Yes. I say that the landlord ought to be protected from a bad tenant just as much as the tenant should be protected from a bad landlord.

50,620. With respect to the schedule, you suggest that the third part of the first schedule should be enlarged?—Yes, I believe there ought to be several things allowed for, which are not included at present.

50,621. Would you take anything out of Part 1 of the first schedule, the making of fences, for instance; I think you have suggested that?—Yes.

Mr. *Richard Jones*—continued.

50,622. What about the laying down of land to permanent pasture?—I believe that should go into Part 3 of the first schedule.

50,623. Is there anything else?—I am not certain. I have not got the schedule before me, but so far as I remember I do not think there is anything else. (*A copy of the Act was handed to the witness.*)

50,624. Part 3 of the first schedule says, "Consumption on the holding by cattle, sheep, "or pigs of cake or other feeding stuff not "produced on the holding." Would you extend that so as to include horses?—Yes, decidedly. I think in most cases it is done. I know one or two cases where it was allowed.

50,625. Do you regard horses as cattle? What is your interpretation of that?—I have never noticed the exception taken before.

50,626. You say you have been acting as a valuer?—Yes.

50,627. Supposing horses had consumed feeding stuffs which had been bought?—We have always put them in.

50,628. You have?—Yes. I never noticed the exception till now, because I always considered them as cattle.

50,629. It is a clause which it is very difficult to interpret?—Yes.

50,630. Would you extend it so as to include also corn that is consumed on the farm, because I believe that Brecknockshire farmers as a rule consume all the corn they raise on the farm?—Yes, in a great number of cases.

59,631. What is your opinion with respect to that; should it be extended so as to include all the corn that is raised on the farm?—I do not believe that should be acted upon—all purchased stuffs I should say. I think there ought to be a distinction between corn produced on the farm and corn purchased, but still if a tenant improves the general condition of the farm by a large production of crops, I think he ought to be allowed something for it under the head of general improvement.

50,632. You think that the consumption of the corn produced on the premises should be included in the general condition of the farm?—Yes; I believe all the additional stuff produced on the premises improved cultivation, and extra labour employed should be included in the general improvement of the farm.

50,633. What do you say with regard to the two months' notice. Is there any complaint on that score?—No, I do not believe there is any complaint, but there may be ignorance. I do not believe there would be any improvement if it was altered; I think it would come to the same thing. I think certainly there ought to be some notice given, either a month or two months. Of course, that is not a very material point.

50,634. Do you think it hard on the landlord that he should not also send in a notice of claim for dilapidations?—But under the Act that is done.

50,635. But he cannot send in a counterclaim unless he gets a claim from the tenant first?—Just so. I quite concur that the landlord should be protected against the bad tenant exactly the same.

Mr. *Richard Jones*—continued.

Mr. *Griffiths.*

50,636. You mentioned, Mr. Price, that tenants do not now apply for leases?—Very seldom.

50,637. What is the reason?—In cases of depression in trade, if they get a lease in a good time, the consequence is that it takes them over the bad times, and as a rule, all landlords made an allowance in bad times, and they are better without leases than they are with leases. There is another thing: I do not agree with leases because where leases are granted the first tenant generally improves the farm for the part of the lease, and generally takes out of it towards the end of the lease. I believe it is a general loss to the landlord and to the tenant, and I believe they are very much better without leases, especially on large properties.

50,638. In this present depression, I suppose they are rather afraid to take leases?—I know of several leases that have been broken through, and that the landlords have allowed 10 and 20 per cent. out of the rent specified in the lease four and five years ago. Of course, the leases would be broken in those cases.

50,639. Then you speak with regard to labourers going into towns and villages: what is the reason that they are inclined to go to the towns and villages?—In many cases the labourers' houses in the country were old-fashioned, and have been falling down. In our parish there have been, I daresay, 20 or 30 labourers' houses, straw-thatched houses, and they have been allowed to tumble down, consequently the labourers have migrated to the villages, and they are not so near to their work, and I think it is a loss to the landowners and the tenants that the labourers are not housed nearer, and are not consequently nearer to their work.

50,640. Are there any cottages newly built in the place of those that have been allowed to tumble down?—There are some few, but not many. In towns and villages they do build occasionally.

50,641. They build better cottages than there used to be, and cottages in which there is more room?—Certainly. The cottages are very good at present, and all the old-fashioned cottages have been allowed to fall down or are rebuilt.

50,642. Do you know of any labourers that keep cows?—Yes, in some cases.

50,643. How do they do as a rule?—I have a shepherd whom I allow to keep two cows.

50,644. It assists him to bring up his family, does it not?—Yes, I believe it does. Some labourers prefer having a cow, and I know other labourers that prefer having so much a week instead of the cow.

50,645. Does not that depend a good deal upon what sort of wife he has got?—Entirely; that is the secret of it.

Mr. *Griffiths*—continued.

50,646. How are these cottages let as a rule: are they let by the landlord or by the tenant?—By the tenants I think in nearly all cases.

50,647. How are they let; do they charge rent for them?—It is generally the case that the labourers get so much per week and the house, and sometimes the keep of a cow.

50,648. When they have that, does it not keep them rather more to the soil?—Yes, I believe so, and they are more attached to their masters and to their farms.

50,649. Are tenants always paid for hauling when they leave their farms; say that a tenant has done much draining, and has done hauling, and in a year or two he finds that the farm is too dear, and he is obliged to leave, is he always paid?—Not always. I believe on the large estates it is generally allowed, but on some of the small properties they sometimes have to leave without it.

50,650. I think you said that there should be a better understanding before anything of that sort is done?—Yes, I believe that if there was a better understanding there would be less disputes afterwards.

50,651. Do tenants get their rates reduced when they have abatements in the rent?—No, not in this union. The assessment committee have decided that it would not be fair to the other tenants that it should be allowed upon the abatements.

50,652. In some unions we find it different?—In the Brecon Union they have refused to allow upon abatements because they consider that those farmers would be favoured in two ways.

50,653. Would it not be well, where abatements are given for so many years, that the landlord should really make a permanent reduction on account of the rates?—I think it would be better. I know that some have given abatements for seven or eight years, but the rates are charged upon the old rents to the tenants.

50,654. Are the hedges, fences, and ditches kept in as good order as they used to be?—Yes, I believe they are, with the exception of some upland portions; on some upland portions of the farms the fences are allowed to fall out of condition, but I think the farming generally is quite as good.

50,655. And do you think the men are quite as competent to do the work as they used to be?—The farmers?

50,656. No, I mean the labourers?—Yes.

50,657. Do they do the hedging and thatching, and that sort of thing, as well as they used to, do you think?—General labourers for all kinds of work are getting a good deal scarcer now than they were 20 or 30 years ago.

50,658. The young men do not take to it the same as they used to?—Just so. They simply take up ploughing, or some other branches, and they do not pay proper attention to general work.

Mr. *Griffiths*—continued.

50,659. When tenants give notice of any improvements, do you not think that the landlords would consider them rather tedious if they came often to ask them to have some improvements made upon the farms?—I do not know that it is the case in this county.

50,660. Is there much attention paid in this part of the country to the breeding of stock?—Yes.

50,661. Do landlords procure good sires—horses and bulls, and that kind of thing?—I know the landlords have assisted in this county to establish a stud society; but, I am sorry to say——

50,662. It has not been patronised?—I do not say that it was not well patronised, but, I am sorry to say, it did not pay, and it has been wound up lately.

50,663. I am sorry to hear that. I suppose you consider that the better stock a man has the more likely he is to pay his rent?—Most decidedly.

50,664. Do landlords generally put farms in repair on the exchange of tenancy?—You mean the buildings?

50,665. Yes, and the farm throughout—generally?—Nothing beyond the buildings, as a rule. They generally put the buildings in repair.

50,666. Because there the difficulty you mentioned to Mr. Richard Jones arises as to the value of improvements?—Just so. I do not know that the landlords do anything outside the buildings. But they give gates and posts, and things of that kind.

50,667. Then with regard to valuations, you have been called in as an umpire; do you consider that it is well to have more than one arbitrator to decide the value?—I think in all cases it would be very much better if there were only one. In some cases I have been engaged by myself, but in other cases there has been one on each side, and an umpire appointed to settle in case of dispute; but I think it would be very much better that there should be only one man employed.

50,668. That is, provided he is quite competent. There is an advantage on the other hand, in hearing both sides of the questions discussed?—Quite so; there it is. If a single arbitrator is appointed, he will try and do what is right between all parties, if he is competent of course.

Mr. *Brynmor Jones.*

50,669. I am not quite certain whether I understood you aright, in reference to the question of compensation for improvements under the Agricultural Holdings Act, 1883. Do you think the schedule of the Act is defective, because it does not allow any head of compensation for the generally improved condition of the farm?—Yes, I think there ought to be more latitude given to the valuers as regards general improvement.

Mr. *Brynmor Jones*—continued.

50,670. I will tell you what is in my mind. The Central Chamber of Agriculture have been recently considering what amendments ought to be made in the schedule of this Act, and my friend Mr. Channing told me of the suggested new schedule, that under part 3 a heading of this kind was put in, "Compensation for generally "improved condition due to a series of years of "good farming," or some words of that kind?—Yes, that is exactly what it should be.

50,671. Do you think that some words of that kind should be added to it?—I believe they ought to be.

50,672. Assuming that that were done, in what way would you proceed to assess such a compensation for generally improved condition?—Well, of course there would be a difficulty in going into particulars, but still I should take the general appearance and condition of the farm as it presents itself to the valuers.

50,673. Then supposing the only question were, we will say, on part 3, in a case where you were to value the improvements done by the tenant, I suppose that with regard to, say, boning the land, you would find out the definite and particular condition of things, not from the tenant's statement, but from what you yourself saw?—In every case of boning, or anything of that kind, the receipts would have to be produced.

50,674. Quite so; when you ascertain the amount expended from the receipts?—Just so.

50,675. And that applies to most of the other specific improvements mentioned under Part 3?—All the purchased stuff, of course.

50,676. Then I suppose the way in which you would give compensation for the general improvement of the farm would be by adding some kind of per-centage?—The difficulty is this: when a person by good cultivation improves the general yield of the farm, of course he must improve the general condition of the farm. The Act now, I believe, goes far enough with regard to the purchased stuffs, but the difficulty is with regard to the increased produce of the farm.

Mr. *Brynmor Jones.*

50,676A. Quite so. I can understand your method of valuation in dealing with purchased stuffs, but supposing we got some words added to the schedule such as I have mentioned, what would be the actual process of valuation in your mind?

Mr. *Richard Jones.*

May I interrupt one moment to suggest that before you came in, Mr. Brynmor Jones, the very question arose, and in answer to a question of mine Mr. Price said that the farm should be valued when the tenant entered it.

Mr. *Brynmor Jones.*

50,677. I know he says that would afford a basis of comparison. Take it so, but still what method do you pursue?—I believe it would be of great assistance if the farm should be valued at the time the tenant entered—the condition of the farm ascertained at the time the tenant entered. Of course that would give you an idea of what improvement he had done on the farm.

50,678. In fact you say it is impossible to show what improvement may be due to the good farming of a good tenant, unless you know in what condition the farm was at the commencement of the tenancy?—It would be difficult, no doubt.

50,679. Though you speak, I think, for the western district of the county, for the parish of Cray, I think you said you know the county pretty well?—Yes. I reside in the parish of Cray. I know pretty well the upper part of the county.

50,680. I find in the evidence given before the Hon. E. B. Portman in the year 1867, that the Rev. R. L. Venables, with reference to the parish and to the county generally, said: "The farmers "being of the same class with the labourers, "and intermarrying with them, do most of their "own work, assisted by their children, and "where necessary by young persons of both "sexes living in the house. They live very "frugally, making their profits chiefly by cattle "and sheep, especially sheep. There are sheep "walks of immense extent on the hills in the hun-"dred of Builth. There are singularly few cot-"tages independent of land. There are very few "labourers not occupying land." That was in the year 1867. Do you think that those words are now true of the county generally?—I believe the dwellings have improved very much since then. He refers to the dwellings; I believe the houses have improved generally throughout the country very much since then.

50,681. Do the farmers live frugally in your opinion?—Yes, I believe they do in most cases.

50,682. What is the general condition of the farms now; do they find a difficulty in paying their rent, do you think?—In very many cases they do, with the exception of those that had provided a little in the good times. Those farmers that were not above water before have great difficulty in paying the rents, but as a rule I believe the farmers of the county of Brecon are quite as prosperous as those of any county in Wales if not more so. I believe they are better farmers than you will find in other parts of Wales.

50,683. In other counties we have been told that times have been so bad that farmers often have to borrow money to pay the rent from their children who had gone to the hills and to the coal districts to work?—No doubt it is so in some cases.

50,684. I suppose, taking it broadly, we may say that it is more a pastoral than an arable county?—Yes, I believe so. Of course there are great tracts of hills on the edges, on the outside of the county.

50,685. Are women, who are not members of the farmer's family, employed very largely in this county for agricultural work or not?—Very little in field labour; you scarcely get any

Mr. *Brynmor Jones*—continued.

women to do field labour now. About 20 years ago they used to do hay making and turnip hoeing and different things, but now it is almost a thing of the past.

50,686. Are children employed at a very early age for agricultural purposes?—Not as a rule under 12—not until they pass the standards.

50,687. Not under the school age, you think?—Not now, but they used to be employed when younger before.

50,688. Do you think, from what you know of this county, that small farms are desirable?—Yes, I believe so. I think there ought to be a mixture of small farms and large farms. I think it is very much better for all parties that there should be farms of different sizes, and as a rule you will find there are many more applications for small farms than there are for large farms. That shows they are more desirable, I think.

50,689. Mr. Portman in 1867 said in reference to this county, and I ought to say that he was also referring to Glamorganshire: "The evidence "certainly tends to show that these small farms "are by no means so desirable as many people "are inclined to think." Then he goes on to say how the farmer usually commences with a capital of 1*l.* or 2*l.* per acre, and then he says: "His house is often far worse than a labourer's "cottage; there is but little privacy and little "regard for decency in the arrangement of the "sleeping accommodation. He lives from hand "to mouth; he is too poor to pay for any labour, "and is consequently obliged to keep all his "children at home as soon as their little hands "can do any work at all, and so neglects their "education." Then he refers to the farmer being obliged to mortgage his crops and so forth. Do you agree with that evidence?—Yes. It may have been so in times gone by, but the buildings are much improved generally, and I do not think you will find buildings of that description now.

50,690. I take it that you consider that is too sweeping an observation in his report?—With regard to the buildings it is so, but still no doubt the small farmers do work hard, and sometimes they have to work outside their own farms.

50,691. Are mops—fairs—still held in this county?—I do not know what you mean exactly by mops. Fairs are held.

50,692. Hiring fairs?—Yes.

50,963. They are still held, are they not?—Yes.

50,694. In May and November?—Yes, in May and November—twice a year.

50,695. I should like to get a little further information from you such as we have been trying to get in the other counties. You are speaking for the parish of Cray, I think?—Yes.

50,696. Is that a Welsh-speaking parish?—Yes, almost entirely.

50,697. One of the parishes adjacent to it is Ystradfellte?—Yes, but there is a range of hills running between Cray and Ystradfellte.

Mr. *Brynmor Jones*—continued.

50,698. Then, keeping on the Cray side, there is Glyntawe. Is that Welsh?—Yes, it is almost entirely Welsh. There may be a few English people.

50,699. What I mean is, do most of the tenant farmers and their labourers there habitually speak Welsh for the ordinary purposes of life?—Almost all the labourers are Welsh, but there may be a few Englishmen introduced about the limekilns there.

50,700. As to Ystradgynlais Higher, is that Welsh?—That is principally Welsh.

50,701. And Ystradgynlais Lower?—Yes.

50,702. And Traian Glas?—That is entirely Welsh.

50,703. And Isclydach?—Yes. It is all Welsh practically above the town of Brecon.

50,704. All Welsh above the town of Brecon?—Mostly.

50,705. Where the people habitually speak the Welsh language, is it the same in this county as we were told it was in Glamorganshire with regard to religion that the people belong mostly to the Nonconformist body?—Yes, a large percentage. I could not say so as to all. They are mixed so far as religion is concerned.

50,706. You think that a definite per-centage of the tenant farmers belong to the Church of England?—Oh, yes. The Church is pretty strong in our neighbourhood, but still the majority are Nonconformists.

Mr. *Richard Jones.*

50,707. Do the tenants complain of the covenants that are in the agreements on the estates in this neighbourhood?—No, I cannot speak with any knowledge upon that point. I do not know of any instances, I have none in my mind at present. It is possible, of course, but I am not cognizant of it.

50,708. They do not complain that the covenants are too binding with respect to cropping?—Not to my knowledge. In most of the cases in our district there are no agreements at all, but still I know in some cases there are agreements, and there may be binding clauses. However, I cannot speak with any knowledge of them.

50,709. Have you made a valuation at all on behalf of a landlord for dilapidations of a farm?—I am not certain. I have acted in several cases, but I think, as a rule, I was on the side of the tenant.

50,710. How do you interpret the word "waste." Would you bring into the term "waste" a case of cross cropping by a tenant, that is provided that the land was clean?—Not if the land was clean, but still land would not be very clean if it was wasted; I mean if it was going out of cultivation it would not be very clean.

50,711. You may get the case of cross cropping, and yet the land may be clean?—If the land was clean I would not say anything, but as a rule we have more difficulty the other way. Of course it soon gets dirty.

Mr. *Richard Jones*—continued.

50,712. Do you think the tenants have sufficient liberty to cultivate their farms?—Decidedly. I have never seen that liberty curtailed so far as our country is concerned.

Mr. *Griffiths.*

50,713. Are you of opinion that in order to ascertain the general improvement of a farm a record should be kept of the state of each field, its fences and ditches, when a tenant enters upon a farm?—I think it would be advantageous if there was an inventory made of the general condition of all the fields.

50,714. Of the whole state of the farm?—Yes.

Lord *Kenyon.*

50,715. Would not that be rather an expensive process upon each change of tenancy?—No doubt it would add expense. There is no question about that.

50,716. Do you suppose that that would be shared between the landlord and tenant?—Yes, decidedly.

50,717. Would there not be a danger in regard to that clause with respect to the improved condition of the farm, of giving a man compensation twice over, first for the specific manures and, secondly, for the results of them?—Of course the valuers would have to see into that and try to make out what was specific and what general.

Lord *Kenyon*—continued.

50,718. Your point is, more latitude to the arbitrator?—Yes, I believe there ought to be a little more latitude allowed.

50,719. I have some questions to put to you which are handed in by Mr. W. T. Lee: "What "is the condition of the dwelling-houses and "out-buildings generally?"—I think I have answered that before, my Lord. I think they are very fair and very good generally; there may be exceptions but taking the general view I think that they are in very fair order.

50,720. "Are tenants expected to haul ma- "terials for buildings and drainage free?"—Yes, I believe that is the rule generally.

50,721. "If so, is this regarded as a griev- "ance?"—I never heard any complaints in that respect, except in cases where tenants leave very soon after the improvements are done: in those cases I know of tenants that have been allowed for it, and in some cases they have not been allowed.

50,722. "Do any of the tenants object to do "it free?"—I have not known of any case; I believe tenants are only too glad to do so.

50,723. "Do tenants who refuse to haul get "their buildings erected as soon as others?"—I do not happen to know of any case of the kind.

The witness withdrew.

Mr. R. T. Bassett called and examined.

Lord *Kenyon.*

See 42,197 –42,246 and 50,793 –50,805.

50,724. You wish to rebut certain statements by Benjamin Maddy at Carmarthen?—I do.

50,725. Will you do so as concisely as possible?—My Lord, having regard to the charges brought against me and the remarks that fell from the chair, may I ask you if I may call witnesses to substantiate my statements.

50,726. We are not a court of justice and we are not here to try the case. We are very anxious to give you an opportunity of rebutting any statement made by any one impugning your character; we are very glad to hear any witnesses affecting themselves, but we cannot try the case as a court of justice. We can only hear those witnesses as far as their evidence affects themselves?—I understand that, but I have my witnesses here. May I read the evidence that those witnesses would give if you say I may not call them.

50,727. I think they should give their evidence themselves?—Oh, I would sooner they did.

50,728. Now, will you go on and may I ask you to confine yourself strictly to the rebutting evidence?—Certainly. I say that I have not directly or indirectly stopped or interfered with Maddy in his vocation as a rabbit catcher since the time of his giving evidence before the Commission. I recollect in the month of October last before the Commission sat at Cardiff writing to Loughor of Tregough Farm, the shooting over whose farm I rent from himself direct, telling him I proposed to shoot on the 2nd November (that was before the Commission sat at Cardiff) and that I should be much obliged if he would not let the rabbits be interfered with until after I had shot. This request was attended to. This is the only interference, if it be one, with Maddy which I can account for. I kept no copy of my letter to Loughor, but I recollect the substance of it perfectly, and I read the letter to Colonel Tyler, who is here, before sending it. It is not true that I ever gave instructions to my keeper, Alfred Groom, to ask Mr. Watts not to employ Maddy. I am in the habit of giving farmers' sons two or three days shooting at the end of the year, principally by way of acknowledging the assistance they give in the preservation of foxes, and what I told Groom, the keeper, to do was to tell Mr. Watts that his sons might either have a rabbit catcher and no shooting or have two or three days shooting in the coverts and no rabbit catcher. About March 12th I received a letter, which I did not keep, from Mr. Watts to the effect that he thought I was offended with him because he had employed Maddy, and I wrote him the following letter in reply, and which I now produce (*handing in letter*).

Mr. *Brynmor Jones.*

50,729. I think it ought to be distinctly understood that we are not inviting your evidence. Supposing when the papers are laid before the Public Prosecutor he should think there is a *primâ facie* case, it is possible that some statements you may make might prejudice the case?—I must chance that. I am only here to say what the real facts of the case were.

50,730. I know, but we only caution you against making any statement that may tell against you?—Thank you. Shall I read the letter that I wrote to Mr. Watts?

Lord *Kenyon.*

50,731. Yes?—"Crossways, Cowbridge, S. "Wales. Dear Sir,—You have not given me any "offence by employing Ben Maddy. You, of "course, have a perfect right to employ him, "and I therefore have nothing to say to it one "way or another."

50,732. What is the date of that letter?—March 12th, 1894.

Mr. *Grove.*

50,733. Is that the whole of the letter?—No. "With regard to the shooting party, a good "deal of what you state in your letter is news "to me, and I shall be glad to see you on the "subject. I may not see you tomorrow "(Tuesday) in Cowbridge, but I hope to do so "the following Tuesday, 20th, as I should like "the matter put right."

Lord *Kenyon.*

50,733A. Have you anything further you wish to say?—With reference to the visit by Maddy to myself at Crossways, the letter I wrote to Maddy is quite correct, and it was in consequence of an application I recived from Radcliffe, the tenant at Coed Hill he having informed me that rabbits were causing considerable trouble. I wrote to Maddy with a view of putting him on. The following is a copy of the letter he wrote me in reply:—"Craig, "Penllyne, April 9/94. R. T. Bassett, Esq. "I have been to Coed Hills and do not see that "there is many rabbits there to do damage, "and I think it would be a waste of time for "me to go as I am busy at present. I shall be "pleased at any time to oblige you if wanted." I think I shall bring conclusive evidence to show that Maddy never went to Coed Hills at all. I have been in the habit for some years of giving Maddy a present of a sovereign once a year, sometimes more, as I found him very good to me in the preservation of fox cubs which often got into his wires, and I had reason to suppose that they caused damage, whilst I believed that Maddy took care of and preserved the cubs. I therefore took the opportunity when he was seeing me of giving the usual gift, but I distinctly deny that a word was said about any evidence which had been given or was to be given at Carmarthen or elsewhere, or that the gift had the smallest reference to evidence given, or to be given. When Maddy came he said he had come at great inconvenience to himself, as he was working at Llanharran, about seven miles from my house (he told the Commission that he came a distance of two miles), where he had a job of fencing for Mr. Blandy Jenkins, and he said he had to return that day, that is, he had to return seven miles that day in order to pay his men. It never for a moment entered my head when I gave Maddy the 1*l.*, that it was otherwise than for the usual customary gift, and for services rendered by him in the preservation of the foxes. The last time I saw Maddy before this occasion was on the 20th March, when I happened to be sitting as Chairman of the Bench of Magistrates at Cowbridge, and his father had been summoned for not maintaining a daughter, and coming out I met Maddy on the road and said his father was not in court at the time, but he had better see his father and see that the order of the magistrates was attended to, or his father would get into trouble. I thought he seemed put out, and he said, "You were rough upon me at Chepstow, "and if I go before the Commissioners again, I "will lay it on hot and strong." I said, "All "right, as long as you tell the truth, you can "say what you like." In the month of January last, I was a candidate for a vacancy in the Glamorgan County Council, and I recollect one day when I was out canvassing meeting Maddy. In the course of conversation, the evidence given before the Commissioners was referred to in general terms, and Maddy told me he gave his evidence at the request of several persons who had written to him to say that if he did not come forward rebutting the evidence I gave at Cowbridge, they would not employ him. I am prepared with the following witnesses who are present to prove shortly, as follows:—Colonel Hobart Tyler will prove the arrangements for a day's shooting with Loughor.

Lord *Kenyon*—continued.

50,734. Please refer only to your own case?—Yes, this is the case of Loughor, and Col. Tyler saw the letter that I wrote to Loughor. That letter has unfortunately been lost, and I bring him forward to prove what the contents of the letter were.

50,735. You wish to bring a witness forward to prove what the contents of the letter were?—Yes.

50,736. Cannot you give it of your own knowledge?—I know perfectly well. I only want him to corroborate.

50,737. We would rather you gave it of your own knowledge?—What I said to Mr. Loughor was this: I asked him if he would kindly postpone putting on a rabbit catcher till I had shot the covers.

50,738. You understand me, we are not trying the case, and, therefore, we do not want any witness to corroborate you; but cannot you continue with your own case without these witnesses which you propose to call?—I only ask you to let me call witnesses in order to strengthen my case.

50,739. But I have pointed out already that we are not a court of justice, and, therefore, we do not propose to call witnesses. If you will

Lord *Kenyon*—continued.

continue with your actual denial itself it will be quite sufficient for us?—It will?

50,740. Yes.

Mr. *Brynmor Jones.*

50,741. What I understand is this: Maddy made certain complaints against you. He complained that according to certain facts which had come to his knowldege you had interfered with his occupation?—Yes.

50,742. Well, we cannot try that question. If Maddy's statements are true then, as Lord Carrington said at Carmarthen, there may be a case under the Witnesses Protection Act, 1891, but we do not propose to try that case?—Then it seems to me it might go on for ever—my word against Maddy's.

50,743. Quite so. Therefore we must stop somewhere?—I bring witnesses to confirm my statements; I do not think he can bring one.

Lord *Kenyon.*

But you must bring your witnesses in another place.

Mr. *Brynmor Jones.*

The matter must be threshed out in another place, if at all.

Lord *Kenyon.*

50,744. We are quite ready to accept your story from yourself?—Well, I have nothing more to say.

50,745. As far as we are concerned, it will be for us to consider in our minds which is the better man, yourself or Maddy?—My witnesses make my case very strong, and I only wish to clear myself.

50,746. We quite understand that you have these witnesses to prove these facts. It is quite sufficient for you to say that, I think, and to continue with your absolute denial yourself. Will you go on with your evidence as it refers to the transaction between yourself and Maddy. You say you did not write to Mr. Loughor asking him not to employ Maddy?—Certainly not. I asked him to postpone it for two or three days, and I would point out that I wrote that letter before Maddy ever gave his evidence at all—before you sat at Cardiff.

50,747. What was the date of that letter?—It was in the end of October. I shot my covers on the 2nd November, and Maddy gave his evidence on the 4th November.

50,748. What was the gist of that letter?—I asked him if he would kindly postpone putting on a rabbit catcher until we had shot the covers.

50,749. Is there anything further in Maddy's evidence that you wish to deny?—I deny that my keeper ever took such a message to Watts to ask him not to employ Maddy. I deny his

Lord *Kenyon*—continued.

statement where he says, "The tenant farmers "informed me that they could not put me "on, because they should offend their landlord, "Captain Homfray, who is Mr. Bassett's "cousin, because I had been giving evidence "before the Commissioners. This is the "general reply I have at all or nearly all "the farms where I used to be employed "constantly. The tenants say they are "afraid to employ me lest they should "offend their landlords. (*Q.*) I want to ask "you one question. You say the farmers in-"formed me that they could not put me on, "because they should offend the landlord, Mr. "Homfray, who is Mr. Bassett's cousin. Can "you give the names of any farmers who "told you that? (*A.*) Yes; in the first place, "there was Thomas Radcliffe of Greathouse farm "in the parish of Penllyne, the first man I went "to after I had been giving evidence"—that is untrue—"I have been catching for at least 20 "years regularly, only barring that I had given "a few days' ferreting to some outsider." Radcliffe has been in the farm only 14 years, and he has not known Maddy for more than seven years; so the statement that he had been catching for 20 years is absolutely untrue. I also wish again most emphatically to deny that I gave him the sovereign or anything else, except as a casual gift, in order to make him look upon the foxes in a more favourable light than he perhaps would do. I know the foxes do him some damage in his rabbiting; they take rabbits out of his wires and bite his wires through. I do not think anybody in his senses would give a man a sovereign to stop him, if he thought he was going to give evidence against him. I do not know, my Lord, that I can say anything more, unless I am allowed to read the statement of my witnesses.

Professor *Rhŷs.*

50,750. Were you in the habit of giving a sovereign in years previously?—Oh, yes; three or four times before.

Lord *Kenyon.*

50,751. Maddy says this: "(*Q.*) What was "the reason in your mind that Mr. Bassett gave "you a sovereign before you had caught any "rabbits? (*A.*) Well, I do not know, but it is "like this. I have been around there now since "the Ground Game Act came into force in 1881, "I believe, and I have never had an offer of "work or a sovereign so cheap as that." Do you deny that? Did you hear that?—Yes, I heard it.

50,752. "I have never had an offer of work "or a sovereign so cheap as that." You said just now that you gave him a sovereign most years?—I did give him money every year—the last four years, sometimes more than a sovereign.

The witness withdrew.

Mr. THOMAS RADCLIFFE called and examined.

Lord *Kenyon.*

See 42,231. 50,753. Have you read Maddy's evidence?—Yes.

50,754. Is there anything in his evidence that you wish to rebut?—Yes. I see in his evidence that he gave at Carmarthen he said that I was afraid of the landlord to employ him to catch rabbits. That is untrue, because I remember he came to me after he gave evidence in Cardiff, and in the month of November he asked me for a job to catch rabbits, and I said no, that I had another man at the present time catching, and then I could not employ two at the same time I did not think.

50,755. Had he been in the habit of catching rabbits for 20 years regularly there?—No, it is 14 years since I am living in the farm, and I did not know Maddy more than seven or eight years at the most. He had been now and then; since that seldom, not often; a week or a fortnight, or three weeks at the most at a time; he has not been in my employ now for 18 months or more.

50,756. Then I understand that you did not withhold this job from Maddy on account of the evidence which he gave?—Not at all.

50,757. It was because you had another rabbit-catcher?—Yes.

Mr. *Grove.*

50,758. What was the name of that other rabbit-catcher?—Gabriel Munden.

50,759. Had you ever employed him before?—Yes.

50,760. How long before?—Now and then—well, I do not know; I was not particular about keeping the time, because Maddy was very often up in the works in the winter time, and I would employ that man who was living there always.

50,761. How long before this last time had you employed him—for a year or six months, or what?—Well, six months perhaps. I do not know. I do not remember exactly the time. He had been catching for me half-a-dozen times before that. Mr. Homfray nor the agent never told me a word about the rabbits, nor Maddy, for I to be afraid of him. I have been under Mr. Bassett 10 years. I went to Mr. Bassett to complain once about them; he told me then, "You need not come to me; they are yours." That is what Mr. Bassett told me, and I find Mr. Bassett a gentleman in all his doings with me in the 10 years.

Lord *Kenyon.*

50,762. Then I understand you deny that you withheld this job from Maddy on account of any evidence that Maddy gave?—Yes.

50,763. And that to your knowledge the other farmers have done the same thing?—Yes.

Mr. *Brynmor Jones.*

I for one abstain from asking any questions on the principle that I have laid down, that where there is some side issue raised here which is outside the scope of our inquiry it is no part of our duty to inquire whether there has been an offence under the Witnesses Protection Act, 1891. Mr. Maddy has made these statements, and I think my Lord is quite right to receive your statement; but, having regard to the position, I for one am not putting any questions at all.

The witness withdrew.

Mr. EVAN LOUGHOR called and examined.

Lord *Kenyon.*

See 42,210. 50,764. You have read Ben Maddy's evidence, have you?—Yes.

50,765. Is there anything in it you wish to deny or rebut?—Yes.

50,766. Will you kindly say what it is?—He said that Mr. Bassett stopped me from employing him in catching rabbits. Nothing of that was true.

50,767. Is that untrue?—Yes, quite untrue.

50,768. His statement is this: "I was asked "by Mr. Loughor of Tregough to come to his farm "to catch rabbits." Did you ask him to do so?—No, never.

50,769. He says, "Before I went I met Mr. "Loughor and he told me that he had received "a letter from Mr. Bassett who requested him "not to employ Ben Maddy"?—Yes, I did.

Lord *Kenyon*—continued.

50,770. Did you meet him?—Mr. Bassett wrote to me and asked me would I be good enough not to employ him until he had had his few days' shooting.

50,771. Until after his shooting?—Yes; but Maddy has offered his services to me several times, but I never employed him.

50,772. You never employed him?—Never employed him.

50,773. Then he says, "Mr. Loughor said that "he was very sorry but he must ask me" (that is Ben Maddy) "not to go to the farm as having "received the letter from Mr. Bassett, he did "not like to offend him." Did you use those words?—I made use of the words that I should be sorry to offend Mr. Bassett not to employ him

Lord *Kenyon*—continued.

until he had the shooting. That was no reason why I should not employ him afterwards. Mr. Bassett never stopped me from employing him.

50,774. Did you use those words to Maddy; I am not quite clear what you mean?—Maddy asked me should he come and catch rabbits. I said, "Not until Mr. Bassett has had his shooting, "for I do not wish to offend Mr. Bassett."

50,775. Do I understand you were going to engage Maddy afterwards?—If I thought proper.

50,776. Is there anything else you wish to rebut?—No, nothing else. Mr. Bassett told me that he would rather for me to employ Maddy than an unexperienced man, I believe so. I believe Mr. Bassett is here and he can contradict me.

Lord *Kenyon*—continued.

50,777. Mr. Bassett rents the shooting over your farm, does he not?—Yes.

50,778. Maddy says this: "I asked Mr. "Loughor on Tuesday last, and he told me and "four who were in the company that Mr. "Bassett had stopped him. I asked him just "like this, 'Mr. Loughor, did Mr. Bassett or "'yourself stop me from going to catch rabbits "'there after you had engaged me?' He said, "'Mr. Bassett stopped you. I should only be "'too pleased.'" Did you say that?—I never engaged him.

50,779. Did you use those words?—I never made use of such words. The man has offered his services to me several times, but I would not employ him. I fully made up my mind to have nothing to do with him because I was annoyed by him.

The witness withdrew.

Mr. David Thomas Alexander called and examined.

Lord *Kenyon.*

See 42,197–42,246 and next witness.

50,780. I believe you wish to rebut some evidence given by Ben Maddy?—My Lord, I am here in response to a notice sent to me by your Secretary that certain evidence was given at Carmarthen by a man of the name of Maddy which might be considered to be prejudicial to me if not rebutted. I am here consequently with the object, so far as I can, of rebutting that evidence. I do not know, my Lord, whether I may take it that the impression created in the mind of the Commission by that evidence was in the first place that I had endeavoured to prevent Maddy getting a living on account of the evidence which he had given before the Commission?

50,781. I cannot answer for any impression there may be in the Commissioners' minds?—I will accept your statement.

Mr. *Brynmor Jones.*

50,782. Lord Carrington, after Maddy had given his evidence, used these words: "The "Commissioners having heard your statements "will consider them carefully, and will, if on "consideration your allegations seem to present "a *primâ facie* case, lay the matter before the "Public Prosecutor"?—That I shall have to deal with later on, and I intend to deal with it. I shall raise a question as to whether or not upon an *ex parte* statement of that kind that remark was justified.

50,783. You must not assume that we believe or disbelieve Maddy's statement. The only thing you are entitled to assume is that we are still of the same opinion as we were when Lord Carrington used those words?—Might I go so far as to ask how far the Commission were justified in arriving at that conclusion upon an *ex parte* statement made to them?—Ought they not first of all to have given me an opportunity as an independent person of rebutting that evidence before those remarks were made?

Mr. *Brynmor Jones*—continued.

Lord *Kenyon.*

Will you continue to rebut, please?

Mr. *Brynmor Jones.*

50,784. You must not ask us questions?—Possibly not, with due submission, therefore, I submit the following, although this to some extent is subject to some little variation, because I say here that I regret that I had not had an opportunity of perusing the shorthand writer's notes of the evidence before preparing this outline. I, however, am informed that the report of the evidence in the "South Wales Daily News" for April the 23rd last is fairly accurate, and I consequently deal with the matter as reported in that paper. But, my Lord, I wish to alter that by saying that since I prepared that synopsis of my evidence, I yesterday morning got the shorthand writer's notes of the evidence, so that I am now able to deal with it. In the shorthand notes Maddy is said to have made statements which are supposed to reflect on me by an attempt to make it appear that I was endeavouring to prevent his getting his living by killing rabbits on account of his having given evidence before the Commission. With the object of placing before the Commissioners the true position of the matter, I think it will be best to read the correspondence in my possession relating to the taking of the shooting between Sir Joseph Spearman, myself, and Messrs. Williams and Davies, which, I think, will speak for itself. Now, while I am dealing with that, I may at once refer to Maddy's evidence in which he has put before your Lordship and the Commission the communication

Mr. *Brynmor Jones*—continued.

which was sent by me to Mr. Davies calling his attention to what was being done. At the same time that this is done, for a reason which can perhaps be better explained elsewhere than here, the previous letter, which contains the whole crux of the position, was not laid before the Commission at all. That letter I propose to deal with. First of all may I say that in this case the shooting was let by Sir Joseph Spearman to myself: that one of the conditions of the taking was that Hill, the gamekeeper, was to kill the rabbits and no one else except any of my shooting parties; if they had to be destroyed by trapping or wiring or netting they were to be killed by the keeper. Messrs. Davies and Williams, who took the shooting, did not confine themselves within the limits of this agreement, but employed a person to destroy the rabbits otherwise than the keeper. The keeper wrote informing Sir Joseph Spearman that this had been done. At the same time the keeper sent on to Sir Joseph Spearman the letters which he received from Messrs. Williams and Davies, and Sir Joseph wrote to me in these words on the 31st January 1894: "I have received the enclosed from Hill"—referring to Davies and Williams' letter notifying that they had appointed Maddy—"the keeper at Llansannor. You must please "see Mr. Morgan"—that refers to Williams and Davies—"and stop his employing Ben Maddy "to catch rabbits, as I will not have him on "my place, as he will clear all the game of "every sort on the place." I want to make clear to your Lordship and the Commission that that was a letter from Sir Joseph Spearman to me calling upon me to confine myself within the limits of the agreement. That was dated from "The Hall, Wem, Salop, January "31st, 1894." On February the 1st, 1894 I wrote to Mr. Davies in these terms—this is a copy of the letter, and the original can be produced if necessary:—"I have received from Sir "Joseph Spearman this morning a letter which "you were good enough to send to Hill, the "keeper, informing him that you had instructed "Ben Maddy to kill the rabbits at Llansannor. "I want to point out to you that the shooting "was taken upon the same terms upon which I "held it, one of these terms being that all "rabbits were to be trapped and destroyed by "Hill, the keeper. Sir Joseph has consequently "called my attention to this arrangement, and "requested that I should forthwith call upon "you to comply with it. I must therefore ask "you to be good enough to cancel your instruc-"tions to Maddy as Sir Joseph will not under "any circumstances consent to his going on the "ground." Now, I desire here to point out to you that I was simply, in doing what I did, confining myself within a contract which had been entered into in the ordinary course of business between business people.

Lord *Kenyon*.

50,785. You were carrying out Sir Joseph Spearman's instructions?—I was carrying out

Lord *Kenyon*—continued.

Sir Joseph Spearman's instructions. I have a large quantity of correspondence which would throw a great deal of light upon the evidence given by Maddy in other respects; but while I am upon this point may I say at once that the great reason for his objecting to Maddy was that he had occasion to take out a summons before the magistrates for trespassing in pursuit of game on two or three occasions, and once he had been convicted at Cowbridge (I can give the date) for an assault upon his gamekeeper. I think, under the circumstances, Sir Joseph was perfectly justified in taking the course he did.

That is the statement of my case. There has been a great deal said in connexion with this evidence as to what the shooting was taken for, and that it was sold again for 5*l.*, and all such nonsense as that. I can, if the Commission think it within their province, go into facts and figures which will entirely dispose of that. There is nothing in it whatever. I admit the shooting was taken, although I deny that the facts given by Maddy are correct. I would refer you to his own evidence, in which he mentions 130*l.* I say with regard to that, that if the Commission should desire it, I am in a position to prove that the statements which he has made with regard to its being 130*l.* and then parted with for 5*l.*, clearly indicating that the gentlemen who took it got nothing more out of it, is entirely without foundation.

50,786. I understand you deny that you did not employ Maddy on account of evidence he gave?—Yes, I do entirely deny that, and I want to say in justification, if you will allow me; that I did not know the man; that I did not even know he had given evidence before the Commissioners at Cardiff. I see Mr. Maddy wishes to deny that, but I say I did not. You can swear me if you wish, and he has no right to interrupt me. I say, further, he came to my office and asked if the shooting was to let. I deny his statement with regard to what was said. I replied to him that we intended to let it with the house, if possible. He was then leaving the office. I did not even know him; and as he was going out through the door of the outer office, I turned round and said, "Supposing we do not "let it with the house, I shall be glad to know "for whom you want it." He said, "I am coming "to ask for it for Ben Maddy," and then I said, "You can go back and say he will not have it "at any price." He says he came in and represented that he wanted to take it up to May for a few months. I say emphatically he said he wanted it for the next season. As I say, I did not know he had given evidence before the Commission. I did not know the man. I did not know him when he was in my office, and I am prepared to prove by my representative, that it was not until after I had read the evidence at Carmarthen, that I knew the man I had been addressing. That is the evidence I wish to tender with respect to that. I daresay I may be excused for feeling a little bit warm

Lord *Kenyon*—continued.

over this matter, because I feel that as a private citizen, I have been attacked in an unjust manner by this man, and I do not think my position in connexion with it warrants that attack. I feel annoyed. I admit that I, as a private citizen endeavouring to do the best according to the lights that are within me, that I should be subject to this sort of thing, and I think it is a great pity if, as a Commission, you have the power, you do not make this man pay something towards the cost I have been put to in coming here to-day.

50,787. Have you anything else you wish to rebut?—I do not think there is anything more. There is one thing in which he refers to me as having given evidence in regard to the manorial rights of Lord Bute at Cowbridge. Well, my Lord, if all the other statements are about as accurate as that, I leave it to you to say what reliance can be placed upon them. I did not give any evidence at Cowbridge about Lord Bute. I was certainly in the room when you opened the Commission at Cowbridge for about an hour, and then I left.

50,788. You did at Pontypridd?—Yes, I did at Pontypridd, but that is not Cowbridge. I simply gave that as an evidence of his accuracy. I point out to you and the Commission that if there are inaccuracies with regard to these little matters there are also inaccuracies with regard to big matters. If he will deal with little matters in this way he will deal with the bigger ones in the same way. I should like to say this: I do not know whether it would be

Lord *Kenyon*—continued.

desirable that I should read this to you, but I now desire to say that the course taken by Sir Joseph Spearman against Maddy was not due to what he attributes it, but a want of confidence in him.

50,789. You have told us that before?—The rabbits were all in a warren properly fenced in.

50,790. I do not think that is relevant. We quite understand your contention is that you deny you have injured Maddy on account of the evidence he gave?—I have a letter from Sir Joseph Spearman here which I wish to read.

50,791. Is that relevant?—Yes. It is: "Your "letter received this morning"——

50,792. Does this letter from Sir Joseph Spearman refer to the instructions he gave you?—Yes, it does. This is dated The Club House, St. Andrew's, North Britain. "I gladly take all "the responsibility on myself with respect to "Ben Maddy being stopped at Llansannor. I "see in the papers that he stated before the "Commission that he had been stopped in con-"sequence of evidence he had given previously. "I have no knowledge what that evidence was. "I have instructed Huntley"—my agent—"to "go to Brecon on Tuesday and state my reasons "for objecting to Ben Maddy, and you are "welcome to give the same yourself. I was "convinced in my own mind that the result of "his being employed would be that every head "of game would be cleared off the property.—"Yours faithfully, J. L. E. Spearman."

The witness withdrew.

Mr. Benjamin Maddy re-called and further examined.

Lord *Kenyon*.

50,793. You have heard the evidence of these witnesses, Mr. Bassett, Mr. Radcliffe, Mr. Loughor, and Mr. D. T. Alexander. Is there anything you wish to say?—Yes; I wish to rebut most of the statements of each of those witnesses. In the first place, Mr. Bassett says he met me at Cowbridge. Well, he asked me about my father. He was summoned that day to appear. Mr. Bassett was the magistrate, and Mr. Dunn, I believe, who is in court. The two magistrates were sitting, and the case was supposed to come on about half-past 12.

50,794. Do you deny the conversation?—I deny part of it.

50,795. Which part of it?—I do not know exactly the way in which he said it. I thought of putting the statement before you as it was between me and Mr. Bassett. I went as near as I can recollect at a quarter-past 12 to Cowbridge, and went up towards the police court. My father was supposed to be there, but he was crippled and could not arrive in time. I met

Lord *Kenyon*—continued.

Mr. Bassett and Mr. Dunn as they came out from the police court. He says, "Maddy, what "is the reason your father does not pay to the "invalided child of his?" I said, "The poor old man is too old, he cannot keep himself." He said, "Why, Ben, don't you give something in-"stead of your father towards the mainten-"ance?" I said, "How can I give when you "are taking the bread and cheese out of my "mouth wherever I am going." He says, "Where did I take the bread and cheese out of your mouth?" I said, "In one or two places. "Only the other morning I went to Llan-"thrywyd to Mr. Watts, where I had an "engagement to catch rabbits; your keeper "was there, and he says he came from you to "ask Mr. Watts to stop me being employed." He says, "Do you believe all you hear, Ben?" I said, "No, but I believe that, and now," I said, "I have left off catching rabbits. I cannot get "a job catching rabbits, and Mr. Blandy Jen-"kins, Llanharan, has employed me, and only

Lord *Kenyon*—continued.

"last night." I said, "I see you have been "trying to prove me a liar in Monmouthshire." He said, "I did contradict you"; but I said, "I shall meet you at Carmarthen, and I hope you will be there," and he said, "Mind and get your expenses paid." That is the conversation between Mr. Bassett and me. That is all. I cannot remember it word for word.

50,796. Is there any other statement you wish to rebut?—Only that his keeper met me at Mr. Watts at Tydraw. His son, I believe, is in Court. Old Mr. Watts was very bad on the couch in the room and his son came in for a jug of beer.

50,797. We do not want any irrelevant details. Confine yourself strictly to what you say Mr. Bassett has said which you say is not true?—His keeper said that Mr. Bassett had sent him to Mr. Watts to ask him not to employ me.

Mr. *Brynmor Jones.*

50,798. That is exactly what you said at Carmarthen. He denies it?—I say it is right.

Lord *Kenyon.*

50,799. We do not want a repetition of what you said before. Now as to Mr. Radcliffe?—Yes, I have here the man that was banking at the edge of a field when Mr. Radcliffe came to me and told me I was to go off the ground as Mr. Homfray would not be willing for him to employ me as I had given evidence at Cardiff. Here is the man's own handwriting to witness it (*handing a paper*).

50,800. That is evidence in corroboration; that is not rebutting something now which Mr. Bassett has come forward upon. Have you anything to say with regard to Mr. Loughor's evidence?—I have to say this. He stated this to me in this public-house, and I have witnesses to come who heard it. He says he never did make the statement.

Lord *Kenyon*—continued.

50,801. He said in answer to me that he was sorry he could not employ you, but Mr. Bassett did not wish him to employ any one?—He says he engaged me; he left word in several places in Cowbridge for me to go to his place.

50,802. Did you go?—I went and met him, and he said "I have a letter written from Mr. "Bassett not to employ you." He made this statement in the public-house before a room full of company.

50,803. He said the reason was Mr. Bassett did not wish it until the shooting was done?—I do not know how he could stop me without.

50,804. Have you anything to say with regard to Mr. Alexander's evidence?—Nothing; but I think you have had letters from Mr. D. W. Davies at Carmarthen, and he told me further that if Mr. Alexander came forward to rebut any evidence, he would come forward later on.

50,805. Mr. Alexander said you had been up for poaching?—I was never prosecuted for poaching in my life. They would only like to get the chance. I was convicted for insulting the keeper at Llansannor estate I do admit, and if I had a new trial and you went into the facts I think the keeper would be convicted. I was convicted shamefully by the Cowbridge magistrates against the evidence, and I think if it came on again I could correct that. If they get me before a Cowbridge magistrate they will give it to me hot at all times. I was never convicted except on that one occasion—never for poaching. I heard Mr. Alexander say I take all the game. I think no man on the face of this earth can prove me to have taken anything but hares and rabbits which I have a perfect right to do for the tenant farmers.

The witness withdrew.

Mr. F. W. A. ROCHE called and examined.

Lord *Kenyon.*

50,806. You are a landowner, are you not?—I am.

50,807. You have a statement I think?—Yes.

50,808. Will you proceed with it?—I am a landowner in Carnarvonshire, Merionethshire, and Breconshire. I also farm in the latter county. I have lived in Wales and take an active part in the management of my property from the time I came of age. So far as I have observed there is no difference between the English system and Welsh system of estate management. Leases are probably less numerous in Wales. The Welsh farmer prefers a year-to-year taking. He also prefers taking by parol to a written agreement. It is usual for the landlord to provide the buildings and repair them, and generally do all improvements enumerated in Part 1. of the First Schedule, Agricultural Holdings Act, 1883. As regards

Lord *Kenyon*—continued.

drainage the landlord either does it for nothing or does it and charges interest on the outlay or supplies the pipes, the tenant supplying the labour. Welsh landlords have been blamed because their rents have not gone down as much as those of most of the English landlords. Landlords cannot regulate rent. Natural economic laws do that for them. The reason why rents have gone down less in Wales than in most parts of England is because Wales is a stock-rearing country, growing very little wheat. Wales has an area of about 4,800,000 acres, of which 2,856,000 acres are in cultivation. Only 55,000 of this is devoted to wheat 110,000 to barley, 240,000 to oats, 2,316,000 is under grass; the remainder roots and miscellaneous crops. As not 1 acre in 50 is devoted to wheat, the fall in the price of that article has affected Wales very little. One acre in eight is devoted to barley

Lord *Kenyon*—continued.

and oats. Variation in the prices of these would therefore be felt so far as they were not required for feeding stock and sold. The chief factor which regulates the value of land in Wales is the price of the stock fed on its 2,316,000 acres of pasture and meadow and its 2,000,000 acres of hill and mountain. The appended tables give the variations in the price of meat from 1700, and in the prices of wheat, barley, and oats, from 1814. If you wish a verification of these tables I can tell you the sources from which I got them. I have drawn them up myself, partly from Government returns, partly from Thorold Rogers' "History of Prices" and from a valuable article in the last June number of the "Nineteenth Century," by G. F. Steffen, which carries on Thorold Rogers' book to the present time. I believe they are all correct prices. These are general averages in the case of the price of meat; a lower average might strictly speaking be taken for Wales up to the middle of the present century, and until the railways equalised prices by bringing Wales into easy communication with the large centres of population. It will be observed that during the greater portion of the last century the price of one pound of meat averaged from a fraction over 2*d.* to 3½*d.* In 1780 it rose to 4*d.* Then came the great war period, when articles of food reached a higher price than they had ever done before or have done since. In 1800 meat rose to 6¾*d.* In 1812 to nearly 9*d.* In 1825 it had fallen again to 5½*d.* In 1852 it had again fallen to 4½*d.* From that year a steady rise took place to 1875, when it nearly reached 7*d.* From that year to 1893 it gradually fell to a fraction under 6*d.* Meat has averaged higher during the last 25 years than at any time previously with the exception of the great war period. The last 10 years, although there has been a fall, averages higher than any similar period with the exception of the 10 years 1870–80 and the great war period. Taking the table for wheat, oats and barley it will be observed how the price of wheat, which in 1814 was 40*s.* per quarter dearer than barley, and 50*s.* dearer than oats, has gradually approximated to the prices of the two latter until now it is hardly dearer than barley. The relative values of barley and oats have been very constant, 10*s.* per quarter generally representing the difference between them. Although there has been a fall in oats and barley, it is a small one compared to the great drop in wheat. These figures show conclusively why Welsh rents have not fallen in the same degree as those of English wheat-growing plough lands—and why the agricultural depression has been felt in a less degree in Wales than in England. The depression caused by the English markets being closed to Welsh store stock, owing to the failure of last year's fodder crops, has been undoubtedly severe, but it is a temporary affair arising from temporary causes and will not last. Extraordinary remedies have been proposed. To introduce legislation on Irish lines, to rob Peter to pay Paul, to introduce fixity of tenure, free sale, and

Lord *Kenyon*—continued.

fair rents, that is to say, to take the freehold from the man who owns it and reduce him to the position of a rentcharger — the man who rents it to keep it as long as he likes, sell it to whom he likes, subject to an annual payment of less than the annual value. Under the working of the Irish Land Acts a fair rent means a sum considerably less than the real rent, generally 25 to 30 per cent. less. The loss to the Welsh freeholder by a confiscatory bill of this nature would be considerably greater than has been the loss to the Irish freeholder under the Irish Land Acts, because amongst other reasons land is worth more years purchase in Wales than it was in Ireland. Land is sometimes sold for over 40 years' purchase in Wales. The average may be taken at 30 years' purchase. For example, a man buys a farm worth 100*l.* per annum for 3,000*l.* (30 years' purchase). He lets it for 100*l.* per annum. An Act is passed embodying the three F's. Result —all that is left to him of his freehold is a rentcharge of some ⅔rds of the annual value, say 70*l.* A rentcharge is worth 25 years' purchase. He has now instead of a farm worth 3,000*l.* a rentcharge worth 1,760*l.* He loses 1,250*l.* of his 3,000*l.* If mortgaged, his position is still worse — the loss of the 1,250*l.* falls entirely on the margin left after payment of the mortgage. The three F's. would rob all freeholders who had let their land. Those who were mortgaged it would ruin. It would be disastrous to Wales. No country can prosper where property is liable to wholesale confiscation. Since the present agitation has been started there has arisen a distinct reluctance on the part of lenders to advance money on land in Wales and a demand for higher rate of interest. If the annual payment for land is to be regulated by a court, it logically follows that the price of the produce of that land and the wages of the labourers who till that land must be dealt with in the same manner. If the payment for the land upon which the thistles are grown is to be decided by a court so must the payment for those thistles, and also for the animal who eats those thistles. The economic laws which regulate the rent of land, the wages of labour and the prices of commodities can never be overruled by legislation, but the attempt to overrule them has often done much mischief. It is to be sincerely hoped that Wales is not going to be the subject of an experiment of this kind. It is important that the freeholder should be secure in the possession of his land. It is equally important that the same security should be given to the tenant farmers' capital, and that he should be repaid for any unexhausted improvements when he leaves his farm. The Agricultural Holdings Act of 1883 is a fair attempt to solve this problem. If I may, I should like to make one or two further remarks?

50,809. Certainly?—I have noticed in the reports of your Commission that several witnesses in different counties (and also a witness here

Lord *Kenyon*—continued.

to-day) talked about a general improvement. Now a general improvement, if spoken of as a thing apart from particular improvements, is a logical fallacy as well as an agricultural heresy. All generals must be made up of particulars, and all particular improvements must be made up of general improvements. And as regards these particular improvements, no doubt every Act may be amended either for better or for worse; but speaking as a landlord who has managed to take an active part in the management of his own property, and has farmed 400 or 500 acres, I cannot help thinking that on the whole the Act of 1883 meets the case very, very fairly. The only point where, perhaps, alteration might be made in benefit of the farmer, would be, taking one or two things from Part I. of the first schedule, which requires the landlord's consent, to Part III. There is one point which I, as a landowner, should have no objection to see transferred from the first part to the third part, and that is the laying down of land in permanent pasture. Then, my Lord, with reference to remedies, it appears to me that legislation is needed, first, to remove the present grossly unfair amount of taxation on real property. The axiom that taxation should be so far as possible indirect, is recognised by all schools of economists. The present system of taxation is practically a bonus to foreign agriculturists at the expense of the British. The second point which I would urge would be to enable Government loans to be advanced to occupiers for the purchase of their holdings. I should like to add to that. There is no doubt that by the different Acts, the Allotments Acts of 1887 and 1890, and the Small Agricultural Holdings Act, 1892, and also by certain clauses in the Local Government Act of 1894, there has been an attempt to develop the freeholders by public means, by the Government advancing loans and by assistance from various local bodies, but at the same time that does not quite meet the case of the tenant farmer properly so-called. The case of the tenant farmer properly so-called requires an Act which is not at present in existence. It requires that Government should directly, without any interference on the part of local bodies, be prepared to advance loans on the same principle as that of the Irish Purchase Acts, direct from the Government to the farmer, loans of a fair amount of the value of his holding; say, as in the case of mortgages, one half to two thirds. It is a thing which in Wales, I am sure, would be of enormous advantage. An enormous number of the smaller tenant farmers, of the tenant farmers running from 50*l.* to 200*l.* a year in rent, would take advantage of it, and the money would be perfectly safe, because the tenant farmer in Wales, as a rule, is thrifty, is prudent, and is industrious, and the Government may be perfectly sure that it will get its money back. Then thirdly, to create a system of cheap and easy land transfer such as obtains in the Colonies. The expense and difficulty of selling and buying

Lord *Kenyon*—continued.

real property is always great, and in the case of small lots almost prohibitive. It is very much to be deplored that the present system of land transfer offers so serious an obstacle to the increase of the small freeholder. I should like if you will allow me to refer to personal concerns, which I believe you can do in this court. I had an instance of that occurring to myself in a sale which I had two years ago in North Wales. You held a court, I think, on my property at Portmadoc. There was a general wish—there has been for years—on the part of the leaseholders in the town of Portmadoc to enfranchise themselves and to become freeholders, and I was of the same opinion, that it would be a very good thing for them to do so. But the real difficulty which lay in my way and in their way is the enormous expense which cannot be avoided under the present system of land transfer. The only way I got over it in this particular case was as follows: There were over 600 lots, and I was able to make a special arrangement by which I myself paid considerably less in costs than would have been the case under the schedules of the Solicitors Remuneration Act of 1889, or rather under the General Orders made under that Act, and I was also enabled to arrange through the kindness of the lawyers whom I employed (they were very good about it) that every leaseholder who was a tenant of mine should get a free conveyance for 2*l.* in the event of the purchase money being under 500*l.* That enabled a great many of the leaseholders to become freeholders without having to pay more than 2*l.* legal expenses. At the same time that was an exceptional case: it is very seldom that so many lots are put up together; but in ordinary circumstances where there may be 12, 15 or 20 lots to be sold on a small scale the legal expenses are practically prohibitive. It is a most serious thing for the country. I would desire to refer the Commission to one personal matter. Statements were made by witnesses in Carnarvonshire that the landowners of that county objected to Nonconformists as tenants. So far as I am concerned this statement is untrue. Before I sold a portion of the leaseholds in Portmadoc the year before last, there were about 5,000 people on the Tremadoc estate, and out of these there were only 500 Church of England, that is to say, 9 out of every 10 tenancies were let to Nonconformists. My agents there are at the present time also Nonconformists. I wish to make that statement here, my Lord, because I was unable to attend any meeting of yours in North Wales, and I felt deeply the statement being made, as I am one of the principal landowners in Carnarvonshire, that I should be guilty of favouring my own religious denomination at the expense of others. I felt very much about it, and I wished to make that statement here. I should like also to make one remark with regard to this county, which I know the best in Wales. I would like to say one word as to this county. I know it well, and I know its people well. I can

Lord *Kenyon*—continued.

bear witness to the good feeling which exists between all classes. The squires and farmers of Breconshire have lived together good friends and neighbours in the past, and I think I am giving utterance to the unanimous voice of both classes when I say they have every intention of doing so in the future.

50,810. Are there many freeholders in this county?—In this county?

50,811. Yes?—Yes, there are a great number. In the part of the county in which I live—I am a Talgarth man myself—I should think nearly every second man in the village of Talgarth is a freeholder and there are a great number of freeholders owning small farms in the parish.

50,812. Are they as well off as the tenant farmers or not, do you think?—Well, I should not like to give an opinion which, like all general opinions, would be probably wrong. It depends so much entirely upon the man.

50,813. Upon the man himself?—Yes, so much entirely upon the man.

50,814. And possibly upon whether he has borrowed money at a high rate of interest?—Of course if a man has bought his farm on mortgage he would not be as well off as a tenant farmer, but assuming that a tenant farmer has bought his own farm with his own money I take it he would be in a better position than a man who rents from another man. The only thing is this, that in the case of the small freeholder he is more apt to leave his buildings to get in a state of bad repair than the large and rich landowner. That is the only difference between the two.

50,815. You suggested that Government should advance money to enable the farmers to buy their holdings?—Quite so.

50,816. That is a most important thing. It would have to be at a very low rate of interest, I suppose?—Well, I think the Government advance money to various local bodies at about 3*l.* 10*s.* per cent. I think under the Irish Land Acts also the rate of interest is 3*l.* 10*s.* per cent. which goes on for about 40 to 50 years until in due time it is paid off.

50,817. Until the capital and interest are paid off?—Yes, I think so. I know it is done in this country to a great many local bodies.

Mr. Grove.

50,818. You think 3*l.* 10*s.* per cent., including redemption, would be a reasonable figure, do you?—Well, of course, as you know, you must get your money at the lowest possible figure, and I take it that the Government at the present moment advance to local bodies at the lowest possible figure they can afford. I believe that figure is 3½ per cent., that 3½ per cent. continuing for 50 years—forming a rent charge for 50 years. I think the tenant farmer if he bought on those terms would get on very well indeed.

50,819. Then would you include in the Government loans those who have bought their own farms at a higher rate of interest?—Yes. I think it is a most important thing—I do not say from a purely economic point of view and from the point of view of keeping farms in the highest state of cultivation and repair that either small estates or small freeholds are so good as the very large estates where the landlord happens to be a very rich man, but even in the present state of things that only occurs here and there. The importance of having a large number of freeholds is simply from a political and social point of view. If you do not increase your freeholders in the present political and social state of the country there is great danger that property will be rendered insecure, and the only chance for this country in future under its present state of Government would be to endeavour to follow—I do not go so far as to say the French state of things, but to follow in that direction by having a large number of occupying freeholders. That is for the sake of the country apart from the sake of the freeholder. But I think also that a freeholder is in many respects a man that is to be certainly considered in a better position than the tenant farmer for sentimental reasons, and sentimental reasons are often very strong, particularly in Wales. Welshmen are a particularly sentimental and musical people and they go by sentiment; and I am perfectly certain that one of the best things that Government could do for Wales would be to offer every facility to the tenant farmers to purchase their farms.

Mr. *Grove*—continued.

Lord *Kenyon.*

50,820. But apart from the sentimental view of it, would not a man be likely to make more of the land if he were the owner of it?—I think so. I certainly think so, taking it as a general rule, I think he would distinctly.

Sir *John Llewelyn.*

50,821. Can you tell us whether the Agricultural Holdings Act is well known amongst farmers in your neighbourhood?—No, I do not think it is very well known. I think—at least that is my experience—that matters are mostly arranged by custom between outgoing and incoming tenant.

50,822. Then, in your opinion, is the custom in your neighbourhood better than the Agricultural Holdings Act?—Well, I do not know about that, no, I should think it comes very much to the same thing. Of course the Agricultural Holdings Act possibly covers ground which custom does not. I mean the old customs of Breconshire would more or less cover questions of clovers and that kind of thing.

50,823. Can you give any reason why the Agricultural Holdings Act is not well known?—Well, if you ask me as to Brecon, the reason why it is not so well known is because it is not wanted. The people have always got on very well here by the ordinary higgle of the market

Sir *John Llewelyn*—continued.

between man and man, but I think it would be well if it was thoroughly well known. It seems to me to be a very sensible Act.

50,824. Your part of the county, I think, is English speaking?—Yes, entirely.

50,825. Therefore it is useless to suggest that if the Act were printed in Welsh it would be better known?—Oh, no, it is entirely English.

Sir *John Llewelyn.*

I would only suggest that it would be a very good thing that it should be discussed at agricultural meetings and farmers' clubs.

Mr. *Brynmor Jones.*

50,826. One question occurs to me. I was interested in your statement that the difficulties and expense of land transfer do hinder transactions in land?—Undoubtedly in small cases.

50,827. What is the form which you suggest the remedy should take?—The form that I suggest is one that has been discussed over and over again and people always say that it is almost impossible in this country on account of the present state of land tenure, but I cannot see it; it seems to me a very simple one. It is simply taking a wrinkle from our own colonies. It is to have a simple system of land registration. Of course it is an expensive thing at the first go off, but when once it is thoroughly done throughout the country it is done once and for all, and for ever afterwards land can be sold like a horse or a dog—quite as easily.

50,828. Do you mean by that registration of titles or registration of conveyances?—Registration of title.

50,829. Once and for all?—Once and for all, yes.

Lord *Kenyon.*

50,830. Would you afford any help to the landowner to register his title?—Well, that is a question, my Lord, which has been discussed, and I think it is one which should certainly be taken under notice because no doubt it would be a very serious thing for a great many of the landowners who are mortgaged and charged to have to bear a special expense of that kind; and as it is for a public object, and for an object which, in the long run, must be of incalculable benefit to the whole country I think it would be quite right on general principles that the Legislature should make a special grant.

Mr. *Brynmor Jones.*

50,831. Do you mean the Legislature, or local bodies—the county councils, for instance?—No, I think not. I think these kind of general things should be done in a general way, I think it should be done by the Parliament.

Lord *Kenyon.*

50,832. I have one question to put to you by Mr. W. T. Lee: "Have you had any application "for allotments on your estate? If so, to what "extent"?—As regards my property in Breconshire I have not got any property where allotments, except just to my own workmen, would be of any use; but up in North Wales I have had considerable experience in allotments. I own several thousand acres round the town of Portmadoc, and a great deal of that for many years past, in fact, ever since my grandfather reclaimed it from the sea, has been held in small holdings. I myself, about 10 years ago, endeavoured to increase those holdings, and I did it in this way. There were large tracts of rough ground which run from 100 to 200 acres which were generally held with farms, but which were not necessarily adjoining those farms, and one of which was very close to the town. I took one of those: I put up fences and put down roads, and divided it into holdings of all sizes; I think it was 150 acres that I took in and I divided it into holdings from 18 acres down to 3 and 4 acres. I had not the slightest difficulty in letting them. There were any amount of people desirous of taking these small holdings, but they were not necessarily agriculturists. They were generally people in the town, tradesmen who had another occupation. I also found that there was a system there of sub-letting, in which those who rented from me let out perches and quarters of acres to workmen for potato grounds, of course, charging very high rents. I thought I would see if I could let directly at a lower rent to the workmen. That was not successful, and I found the reason was this. There were a large class of workmen there not always resident; they were to a certain extent peripatetic, and they did not like to bind themselves by taking land for a long period, whereas by the system which obtained there they hired the ground, manured and ready for putting their crop in, and then they could go after the crop was off; but I think that as regards small holdings you will find, and I believe that has been so all through England, that by degrees a great portion of these small allotments will gravitate to townspeople with other occupations and not to the agricultural labourers properly so-called.

50,833. A great many of these would be quarrymen, I suppose?—Well, a few would be quarrymen, but a good many people would be tradesmen and also people connected with shipping, especially carpenters and so on. I am sorry the experiment did not succeed. I was in hopes they would all of them have taken their quarter acre.

The witness withdrew.

Mr. Morgan Hopkin recalled and further examined.

Lord *Kenyon.*

See previous examination at 454!.

50,834. You are Mr. Morgan Hopkin, of Swansea, and you are secretary of the Swansea and District Butchers' and Cattle-dealers' Association?—I am.

50,835. What do you wish to give evidence about?—Last year I was one of six of the meat traders of England who were summoned before the House of Lords to give evidence upon the marking of foreign meat. Since then I have taken a very great interest in the Bill which is now before the House of Commons, and I desire to submit to the Commission now the fact that at the present moment large quantities of foreign butter are being consigned to various parts of Carmarthenshire, and there re-manufactured into pounds, and put into tubs and sold as Welsh in Swansea and the Rhondda Valley.

Sir *John Llewelyn.*

50,836. To the detriment of the Welsh farmer?—Without a doubt, and a fraud upon the public.

Lord *Kenyon.*

50,837. Have you a statement you wish to read?—I desire to make only a general statement, and it applies to one individual in St. Clears. With your permission, I should not like to disclose the name publicly; I could write it down for your Lordship. Shall I write the name down?

Mr. *Brynmor Jones.*

50,838. As a sign of *bona fides* you will hand it to us if we wish for it?—Without a doubt, certainly.

Lord *Kenyon.*

50,839. Very well; we do not ask for it at present?—This individual is a butter merchant, residing in the parish of St. Clears, and during the months of November and December, and up until April, he receives weekly consignments of foreign butter amounting from 20 to 30 cwt. a week. He manufactures that into pounds, and prints the name of his farm upon those pounds; he also puts it into tubs with the name of himself and the farm, and then it is sold in Swansea and the districts of the Rhondda Valley as best Welsh butter.

50,840. What remedy have you got for that?—I ought to make one statement to you, my Lord, that that butter is bought in London at the rate of 70*s.* to 90*s.* per cwt. It is sold, when he sells it during the winter months in Swansea, at the rate of 1*s.* 3*d.*, 1*s.* 4*d.*, and 1*s.* 6*d.* a lb.

Sir *John Llewelyn.*

50,841. What price did you say?—The price of that butter at the present moment is about 70*s.* a cwt.

Lord *Kenyon.*

50,842. What is a cwt. of butter?—112 lbs. The dearest price it touches is 90*s.* to 95*s.* a cwt. You can buy it to-day at 65*s.* a cwt.

50,843. And it is retailed at what?—It is retailed at 1*s.* 3*d.*, 1*s.* 4*d.*, and 1*s.* 6*d.* a lb. I have paid 1*s.* 6*d.* myself for it. My suggestion to remedy that evil would be this. I think it would be desirable that you should suggest to Mr. George Lambert the desirability of including in his Bill the labelling or marking of foreign dairy produce. He has got a Bill which has just been amended, a Bill introduced on March 20th; and I suggest that it should include the marking of foreign dairy produce.

Mr. *Brynmor Jones.*

50,844. Your point is that this is butter which is no colourable imitation of true better, but is a foreign butter sold as Welsh butter?—It is foreign butter sold as Welsh butter.

50,845. Therefore, the Margarine Acts do not touch that?—Not at all. The fraud comes in in this manner: this man resides in St. Clears; he is known to be a farmer residing in St. Clears; he labels on that pound of butter the name of his farm; I buy it, and other people buy it, as Welsh butter, and he trades upon the reputation of Carmarthenshire to make a better price of an article which may or may not be inferior, it is not for me to judge, but as a matter of fact he trades upon the reputation of Carmarthenshire, and gets a high price. The effect is this, that the farmer in Carmarthenshire, or residing in the parish of St. Clears, loses the sale of his butter by the reason that this man purchases in those enormous quantities, and, therefore, the Carmarthenshire farmer cannot find a market for the sale of his produce. On the other hand, the consumer in the Rhondda Valley is imposed upon by paying for what he supposes he is getting—Welsh butter—whereas, as a matter of fact, he is buying foreign. If this Bill of Mr. Lambert's was amended to include the marking of dairy produce, the result would be, that this man would be prevented from selling this butter.

50,846. But how far does Mr. Lambert's Bill go: I have read it, but I have forgotten its terms?—May I read you one clause of it. One clause of it is rather stringent, and I always complain about it:—"Every person who either "by himself or by any agent, servant, or other "person employed by him sells foreign meat shall "deliver with such meat to the purchaser an "invoice stating that such meat is foreign meat, "and the non-delivery of such notice shall have "the effect of warranty that meat sold without "such warranty is not foreign meat within the "meaning of this Act; and every person who "acts contrary to and who does not duly observe "and keep the provisions of this section shall be "guilty of an offence under this Act." I sub-

Mr. *Brynmor Jones*—continued.

mitted to their Lordships in my evidence that that would be impracticable in dealing with small quantities of meat, and I suggested that there should be a label—a kind of a sign—over the parts for selling meat. So in the case of selling butter I would suggest that a label should be fixed over the tub of butter denoting that that is New Zealand, Australian, or American butter, so that any person who came to purchase might see at a glance that he was buying foreign butter.

50,847. But your point is that that bill does not touch dairy produce?—It does not touch dairy produce.

50,848. And you think that provisions analogous to the provisions which that Bill provides in the case of foreign meat, might be enacted in respect to dairy produce?—Undoubtedly.

50,849. And in your judgment it is quite as necessary?—Quite as necessary. In fact it has been admitted that this kind of trading has been going on for years past in Cardiganshire. It was only a few days ago I was informed by a man who sent down to a person in Maesycrugiau, near Pencader, 28,000 Hungarian eggs in the winter months. This individual in Maesycrugiau, took the eggs out of the receptacle—out of the boxes that he had there, and repacked them into his own boxes and sent them to the Rhondda Valley, and sold them as Welsh eggs. I think it is right that these things should be made public so that the public may know to what extent the fraud is being committed and perpetrated, and how the farmers suffer in consequence.

Sir *John Llewelyn.*

50,850. May I mention a point upon which I have already asked you privately. Can you prove that this butter is foreign butter, and not English butter?—Undoubtedly.

50,851. You supplied me with some of this information when we were down at St. Clears, and the reason I did not bring it out in cross-examination at St. Clears was that I had no proof that it was foreign. I was informed there that they did import English and Irish butter. They considered that to be a legitimate operation and I could not find that there was any proof at all then that this was of foreign origin. That is what I want you now to explain to the Commission—what proof you have?—I think you refer to the factory at St. Clears.

50,852. I do?—I do not refer to that at all.

50,853. Quite so. I understand that?—Why I am so positive about it is this. I have seen one consignment myself sent off from the Great Western Station and they were consigned to this man, and the butter was contained in boxes bearing the name "Auckland dairy, New Zealand." It was consigned from an individual in Swansea, who was a butter importer and sold nothing but foreign butter. He has admitted so himself, and consequently there is no doubt about it. There is the fact staring us in the face. But where the fraud comes in, and where I think it should be publicly denounced, is that the man takes that butter out of those boxes, uses a churn that he has as a butter maker in his own place, and re-tubs it into Welsh tubs, and into pounds.

Sir *John Llewelyn*—continued.

50,854. Are you aware that any is sent from Newcastle-on-Tyne to St. Clears?—I am not aware of that.

50,855. I think you said that some was sent from London?—This person would have them consigned from London. London is the chief import centre for Australian butters or New Zealand butters.

50,856. Then do I understand that some is sent from London to St. Clears?—Not direct from London to St. Clears. This man would import 10, 20, 30 or 50 tons into Swansea, and then it would be re-transferred.

50,857. I suppose when you talk about a ton a week, that would be in the winter months?—From November to April. Might I suggest one remedy? I had a conversation with a large merchant this morning and he stated this fact; that it is a general custom in the trade to sell Australian butters, and it has now become a fact that it is preferred by the Welsh people to our own Welsh butter because it is of an uniform quality and a very superior quality as well. At one time in many districts in the valleys here Welsh butter was exclusively used, but now this butter has been sold by merchants and it is preferred. I ought to suggest in my opinion that I think it would be well that we should establish butter factories in the different counties.

Lord *Kenyon.*

50,858. They are rather expensive things to establish?—But I think it would be to their advantage to have them established.

Mr. *Grove.*

50,859. I suppose you do not say that the Australian or New Zealand butters are inferior in quality?—I only know this. I am not in a position to say so, but I only know this, that I should infinitely prefer eating Welsh butter to Australian butter, and if I knew I was buying Australian butter I should not do so—in fact at the present moment I have refused to buy a single pound of butter this last month from this individual. I buy butter that is made in Tanlan Cidweli.

50,860. Do you know whether any foreign butter is sold in Brecon?—I do not—no.

Mr. *Richard Jones.*

50,861. By Welsh butter do you mean butter that is made in casks?—By Welsh butter I mean butter made in pounds—that is what I eat generally—pound butter.

50,862. Does the habit prevail in South Wales of putting butter down in casks—it is made in the summer starting perhaps in June and they keep on making butter and putting it down in

Mr. *Richard Jones*—continued.

casks until October and sell it in February?—That is so. That is a custom.

50,863. What price does that butter fetch in February?—It varies. Some farmers have got a good reputation for making good butters and they fetch an uniform price, something like 1*s.* or 13*d.* a lb.; but sometimes they depreciate in value and since this practice has been going on they have considerably reduced in value, at this time going down as low as 9*d.* a lb.

50,864. Is the demand for that kind of butter now equal to what it was about 15 years ago?—I think it is—yes, I think so; it is sold very generally in our place at Swansea, but of course now that pound butters are obtained so well I think pound butters take precedence; it is sold more generally.

50,865. That is my experience, that really butter in casks is getting driven out of the market by fresh butter?—Yes, I think so too.

Mr. *Griffiths.*

50,866. Why do you recommend establishing butter factories? What do you mean by that?—For this reason: there are 20 farmers living in a parish and they may make butter, and they will be 20 different qualities, and oftentimes one quality is worse than another; but if the cream was brought to one centre there would be an uniform quality. That is my reason.

50,867. Yes; I believe it is the only way we can get uniformity?—Certainly.

50,868. You know it is the fact even at St. Clears that it is almost a failure?—I am not aware of it.

50,869. The farmers cannot be induced to send their cream and milk to the factory?—I will make inquiries when I go to St. Clears next fair.

Mr. *Griffiths*—continued.

50,870. You think it would be a good thing if they were established generally in every district?—I do think so.

50,871. That is to say, near the large centres where the butter could be sold?—Quite so. It has proved successful in Denmark.

50,872. And why should it not be successful in this country?—Why should it not be done in this country—exactly.

50,873. Do you think it would be well if the landlords were to come to the assistance of the farmers in establishing butter factories?—I am sure it would.

50,874. I have not made much inquiry here, but the dairies as a rule are not very efficient in most districts?—Do you mean the machinery they have for manufacture?

50,875. No, the dairies themselves. They are not sufficiently large to enable them to use their present implements for butter making?—Quite so.

50,876. And the dairies are very often fixed in the wrong place?—Quite so.

50,877. Do you think it would be better if the landlords were to pay a little more attention to establish factories in the different districts?—I do think so.

50,878. And even would you go so far as to say that Government should come in and assist to get them established?—Well, I think we are imposing too much upon Government already.

50,879. Yes, but you know how slow Welsh farmers are to adopt anything new?—Well, yes, they are very slow. I hope and trust that the means of railway communication will enlighten them upon it.

The witness withdrew.

Adjourned for a short time.

Mr. John Lloyd called and examined.

Lord *Kenyon.*

50,880. You are a Justice of the Peace for the county of Brecon?—Yes. I was born in the county, and have lived the greater part of my life here.

50,881. Are you a landowner in the county?—Yes, and also interested through my wife in other landed property. From the year 1855 to 1875 I was agent for my father's estates in this county. During that period upon that property there was no increase of rents. About that time, in 1854 and 1855, the times were very good for Welsh farmers, and in 1860 I remember they did very well, and up to 1865. Their chief complaint was the high amount of the tithe which then ranged up to 110*l.* and 112*l.*, or rather 10*l.* and 12*l.* above par. It seemed to me then that the tithe was fixed much too high when it was originally fixed, and I still think it

Lord *Kenyon*—continued.

was fixed too high, and that the tithe is greater in proportion to the rent of the farm than in my opinion it ought to be. In 1865 especially the times were remarkably good. Farmers were really making money and putting by money fast at that time. About that year a rather remarkable event happened in this county. Sir Charles Morgan as he was then—the late Lord Tredegar—caused his Brecknockshire property to be revalued, and he sent up a valuer from Newport of the name of Treharne Rees. He found then that Sir Charles Morgan's farms were low rented, and he raised them very much, and the example that was then set by that estate was followed throughout the county, and most of the chief landowners followed suit and employed valuers who valued their estates afresh. They employed on one large estate Mr.

See 50,954

Lord *Kenyon*—continued.

Apperley, of Hereford, and it became the rule to re-value the large estates throughout Brecknockshire. The result was at that time a great increase in the rents in Brecknockshire. It was rather an unfortunate time to have had a re-valuation then made, because times were exceptionally good. Since then rents have gone back a good deal and there have been reductions made. That is about what I know of the position of the properties in this county as regards the way they have been treated by the owners. I do not know that rents have gone back again to what they were before 1865, but they were put up a very great deal at that period of time.

Turning to the point of manors and waste lands I may say I have studied a good deal the subject of manors and waste lands, especially in this county. The court may be aware that Brecknockshire contains nearly the largest extent of common land in any county in England or Wales. I think Cumberland and Northumberland are about equal to it, and perhaps Yorkshire, but there is hardly any county in South Wales that contains as many acres of waste land or common land as Brecknockshire, and it is a very important question in this county both as regards the ownership and the management of those common or waste land. I can if the court wishes give them a list or hand it in afterwards of the manors in the county approximately, and I think it would be very desirable if the court would, as they go through the counties of Wales, endeavour to obtain a list of the manors and common lands so held. At any rate I shall be happy to help the court so far as Brecknock is concerned, and hand in a list, so far as I am able to make it, of this county.

Of enclosures there have been a great many made in the years 1855 to 1875, when they were more or less stopped by, I think, one of the Commons Preservation Acts. Those enclosures took place in this way a great deal, we generally find there was a surveyor and a solicitor who worked together, and they found little commons about, and it was generally thought a good thing for business, and so on, to enclose them, and they enclosed a large number of these commons. I do not know that it was very desirable, but still they have been enclosed. There have been none of recent years enclosed in this county, I think. In the Parliamentary Returns of Enclosure Acts reaching from 1760 to 1820 in the counties of England and Wales you find that for Brecknockshire the entry is "nil." It is said that there were none, or that there was no record of them, but we know as a matter of fact that there were a good many private Enclosure Acts passed during that period, and I daresay they can be found in the private Bill Office in the House of Commons. What I am coming to now is, however, one enclosure scheme of vast magnitude which happened in the years 1815 to 1819. With regard to the manors generally of Brecknockshire they were nearly all

Lord *Kenyon*—continued.

held by the Crown of England, and they have been parted with from time to time by various sales. Where the Beacons range of mountains run here was part of the castle of Brecon lordship, and that is now possessed by Lord Tredegar, who purchased it, or whose ancestors purchased it, from the Crown. The most part of the manors in this county were owned by the Crown, and indeed, as the court will hear, also in the neighbouring county of Radnor, and a great deal through Wales. But in this particular county they had one manor, or rather what was known as and called the great forest of Brecknock, and that lay about here—it is within sight of this town, a portion of it. It contained 40,000 acres of waste land. That 40,000 acres of waste land was enjoyed, and the right of usage and grazing over that 40,000 acres of land was enjoyed by 500 farms or more stretching over a large extent of country, over 12 or 40 parishes, and to which large extent of common land they sent their sheep and young cattle in the summer time, and the sheep throughout the year. It was a great grazing ground through the whole of this district, and, I suppose, was used from the time of the ancient Britons, and all through the Norman rule down to the years 1815–19. But those years, as the court may know, were years in which the Crown of England was very much pressed for money in various ways, and amongst other means of raising money they came to Brecon to see what they could make of this great forest which then produced to them only 20*l.* a year or so, which it was farmed out for, and they thought they could turn this into money as they had turned into money the Delamere and Exmoor Forests and other forests in England. Accordingly they got an Act of Parliament passed for the enclosure of this common land. Down came the valuers, surveyors, and commissioners, and I hope the present court will not be so costly as that was, they came down and inspected and surveyed, and so on, and apart from the immense expense they put the people to, to prove all their titles and claims to common rights, and the law suits which they had to maintain in order to keep certain rights that they had—one law suit was taken to Hereford and tried there at immense expense—apart from all that, the cost of the Commission alone for dealing with this 40,000 acres of land was 16,000*l.* of money in those days. To provide that money they sold 8,000 acres of the land, the best parts and the slopes of this great tract of land. That produced about 15,000*l.* or 16,000*l.* to pay for the work. I may say that the effect upon the whole of that district was almost like a convulsion of nature; it changed the whole character of the industry there. I may mention, in order to explain the matter, that this 8,000 acres was some of the best land that was taken. Then the next step was as part of the bargain that the Crown was to take their half, and the commoners were to have their half. Accordingly that was done, and the Crown took 13,860 acres of the middle portion, and the best portion, and the commoners

Lord *Kenyon*—continued.

had some little more than that, viz., 17,000 acres of land, but a good deal of the worst of it, some of it being hardly worth anything at all. The acreage was a little bit more for the commoners than that which the Crown had, and so it was divided. I should say that the effect of that upon the agricultural industry of that district must have been fearful at the time, and its effects are visible even to-day. A farm which we have now in our family is a bye-take —no tenant living there—it is held by the Scotchman who holds other farms in the neighbourhood in the same way, and who is a tenant of a part of the hill which was then enclosed.

I have no doubt that the effect of that enclosure upon a very wide range of district was disastrous in the extreme, and probably ruinous to scores of farmers, and the effect is now visible upon the agriculture of that district. Anyhow it was done by the force of the English law, and perhaps because of the farmers in that district not having any power at all to deal with it, and the whole features of the country and the industry of the country were changed by it. It was cruelly carried out and ignorantly conceived, and anything more disastrous than an act of that sort I cannot conceive.

My Lord, the procedure then came to this, that the Crown took their half, they sold it and away they went and never troubled more with Brecknockshire. Our half came to us, but it came to us in a state which has given us to this day great trouble and difficulty. It came to us in this state as an allotment to and for our benefit. The Crown when it was allotted to us still reserved the right to the mines and minerals, and unfortunately in a deed (*see Appendix*) which I can say is no credit to those who drew it—a deed of which I have a copy here—when they conveyed away the mines and minerals, they used some general words and they included rights if they had any, and all that sort of thing, in tithe lands and other things of which they really were not possessed. It was a deed which I was very sorry to see that any body of persons could ever have tried to convey property by, so indefinite and unreal in its character was it. By that deed they used general words which when it is conveyed to a third party the third party acts upon, and then that third party who happened in this case to be a powerful lord, endeavoured again to put his hand so to speak upon what had been allotted to us, and he said, "It is my land and my freehold." We lost 8,000 acres to begin with, which was taken to pay for the expenses of this job, and then one half the land was taken by the Crown, and then someone comes again in the name of the Crown and puts his hand upon our half, and says, "That is mine too."

We tried the year before last to put that matter right, and we, the commoners or allotment holders of this land, went to Parliament to ask them to give us an Act of Parliament in order to give us the power to act as a corporate body in this matter. We prepared

Lord *Kenyon*—continued.

the Bill, and we did all we could possibly to get such a body established. We were met by fierce opposition, especially from Lord Tredegar, who claimed himself the freehold, as the grantee of the Crown, and who employed able counsel against us, who did their best to beat us. Eventually they did beat us, and I may say that although we were before that tribunal of Parliament, and I speak advisedly, we got no intelligent decision from them; we went to a court from which we really got no assistance; they simply sent us away after three days hearing, and, in the words of our Parliamentary agent, we got no intelligent decision at all. It cost us 500*l.*, and we are still in that state of confusion as regards this extent of land. I may say that the want of government over that 17,000 acres of land is such as to produce very considerable public mischief. The small people are driven out by the bigger ones, various diseases affecting sheep and ponies are prevalent without there being any restraint put upon them by public law, and some unfortunate people whose sheep get sent there—small people are said to have their sheep driven down into the wet places, in order not that they may thrive, but that they may be got rid of. I was assured the other day by the evidence of one man in Ystradfellte, which I can believe, that in that district he could prove, or that he was prepared to swear, that 1,000 sheep in his time had been either lost, stolen, or destroyed through want of some care in that district, It is left to this day in that unsatisfactory state, and I do trust that the Court will make some recommendation that these common lands of Wales may be put under some proper protection. (*See Appendix for an account of the history of this enclosure.*) It might be said that the lords of the manor are sufficient. In this particular case of the forest we have no lord of the manor; we are ourselves a body without any form, and we owe no allegiance to the lords of the manors. But where there are lords of the manors I do not feel much respect for them. I had to do once with the case of the lord of the manor of the hundred of Crickhowell, and at last the matter was put right, but it was for some time in abeyance; there was an encroachment of 50 acres being made there, and I had that stopped. I asked assistance of a neighbouring lord of the manor, who was a commoner of the Crickhowell manor; I see him in court now—when I asked his assistance he told me that for private reasons he could not interfere, and I found that these lords of the manor hang very much together, and that what one does the other does not object to, and I think that there is no safe protection for the public unless these common lands of this country are put under the control and management of the county councils of the district. I think they should be acquired and put under their management, and then I think they will be safe from enclosures, and when various water companies or various towns come for water, and so on, that someone will be there to protect the interest of the commoners;

Lord *Kenyon*—continued.

at present there is nobody. The other day in the Elan district the lord of the manor declined, I think, to take any interest in the commoners; he would look out for himself, but as to the commoners they were no concern of his. In my view the true position of the lord of the manor is that he is trustee for the public —trustee for the commoners—but I do not think they regard it quite in that light. I think the public council of the county should be the trustees for the public interest in these commons, and I believe that great safety would be obtained by that. One witness has recommended the hills being enclosed. I differ from him there; I do not think it is practicable to enclose these hills, but I should rather prefer the system of a common shepherd and the flocks being herded together in common, and I think that there would not be the driving and the disputes, and so on. I think that might be easily arranged by good management. I do not agree with the enclosing of them.

These rights of the lords of the manors, so far as I am able to learn, are not assessed to any rates or taxes; they pay nothing; shooting rights and so on are never assessed to anything. It is a small point, but it is a fact, I believe, that they do not pay. They are considered very valuable rights, but yet they are not assessed for payment of any rates.

Then to come to the recommendations; my own view generally as regards the farm lands of the country is that a land court should be established to fix a fair rent between landlord and tenant where it cannot be otherwise arranged, that is to say, I am assuming both landlord and tenant are willing, that is, that the landlord does not wish to part with the tenant, and the tenant does not wish to leave the landlord, but wishes to retain the farm—that then in that case if they cannot agree as to the rent there should be some court or some arbitrator who should decide between them what should be the fair rent to pay, I cannot go so far as to be in favour of any fixity of tenure. I cannot see my way to that. There is no doubt there is great danger in the present system—large estate owners are not always of the same class, and of the same kind heart, and when they are good men and they die their estates may be involved in various ways, and there is no doubt that these year-to-year friendly arrangements that go on at present well in Brecknockshire are liable to serious interruptions. As I pointed out just now, there is that case where Mr. Treharne Rees came here in 1865 (it is not so very long ago) and disturbed the whole arrangement of the rents in this county. That is something to remember; I do not think his memory was blessed for many years after; it may be forgotten now, but it was remembered with much pain for many years, and that sort of thing may happen again any day. Therefore, there is not that security for the tenants that I should like to see, but how to obtain it, my Lord, is a very difficult question. I should certainly go so far as to suggest that an arbitrator should be appointed who would decide the question of fair rents, and also decide what would be compensation for improvements of various kinds which have been made by the tenants.

Then as regards common lands, I think that a return of all the manors and common lands should be ordered as a Parliamentary Paper. I think that all manors and common lands should be acquired and vested in the County Council, and either that the County Council or the Land Court should be empowered to deal with disputes like that of the great forest case, and to determine boundaries in respect of which there are numerous disputes in this county. There are many disputes in this county as to parish boundaries, and as to which are the boundaries of the manors. Each lord comes to a certain point and says: "That is my manor," and the other man comes and says, "No, it is not; that is mine," and so they go on for years; they never fight it out; but they always keep up these disputes as to the land, and treat it as a kind of doubtful no man's land between the two. People who are present now know it just as well as I do. They dispute where the boundaries overlap one another, and they never fight, but they each claim it. All those things only produce worry and discomfort in the county, but they should be settled, and they should not go on as a matter of dispute always.

I would certainly suggest that the parishes should be enabled to frame byelaws for the management of their common lands, and appoint common shepherds who would look after all the sheep on the common. On one range of hills in this county they do employ a common shepherd, but he is only employed in a kind of semi-official way, and I think that the same thing might be done in a more regular way and with more authority, and that then the sheep and cattle would be much more protected; at any rate the management of common lands in this county is very important having regard to their great extent in comparison with the land that is tilled or in pasture.

Mr. *Brynmor Jones.*

50,882. Have you read the evidence given by Mr. J. Russell Sowray before this Commission on the 25th of January 1894?—Yes, I had the pleasure of hearing him give it. *See* 27,577 9; 27,631 5; 27,691 9; 27,753 27,780.

50,883. Do you complain of any inaccuracies in his statement of the dealings in reference to Brecknock Forest?—I think he takes a view of the law, which is to my mind totally wrong What we hold is this, that the land was conveyed to us, to and for our benefit, free from all claims of His Majesty whatsoever, for forestal rights, and all other claims save such rights as are expressly reserved; then the express reservation is only of mines and minerals. But Mr. Sowray says: "Do not forget clause 19, which says, 'Save all rights of owners or bodies corporate 'and ecclesiastical and everything else,'" and, therefore, he makes out the general exception to be a kind of special exception. I think that is a bit of special pleading which will not hold water

Mr. *Brynmor Jones*—continued.

at all, and that it is only a trick: I think it is not fair play. The special reservation was the mines and minerals, and that we do not dispute at all, but to say that the Crown has first of all given everything, and then taken back everything I do not hold with at all.

50,884. Let me follow the effect of that; he says the minerals within the whole forest were reserved to the Crown?—Yes.

50,885. And then in the Conveyance under the second Act; by the Act of 58 George III., Chapter 99, in the parcels in reference to the commoner's shares there are these words: "Save "and except such rights and interests as are "herein-before expressly excepted and reserved "to His Majesty, his heirs and successors?"—Yes.

50,886. With regard to that reservation which included all other His Majesty's memorial and other rights, royalties and privileges in and over the several allotments respectively, am I to understand that you complain of the way in which that reservation has operated?—Yes, but the express reservation only included the mines and minerals.

50,887. That is to say, instead of reserving the minerals simply, the Crown reserves all other rights, royalties, and privileges. It then sold the land, and, as I understand, the effect of your evidence is this, that when the Crown sold to divers persons the interest which the Crown had, the persons who claimed the reserved rights of the crown, have used them in a way detrimental to the interests of the whole locality?—Yes.

50,888. That is your point, is it?—They are setting up again a right which we contend the Crown had parted with, and which I think the Crown would never have dared to set up.

50,889. I submit this to you as a lawyer, that is to say, I submit it to you as a lawyer yourself, not because I am a lawyer?—Yes.

50,890. The Crown does not part with any legal rights. Do I understand you to suggest that the grantees of the Crown are exercising legal rights or simply ordinary manorial rights?—They are claiming in the name of the Crown the freehold and the manorial dominion over this allotment land of ours, not only mines and minerals, but they claim the shooting, the water, and the freehold.

50,891. Quite so, but are they claiming anything that an ordinary lord of the manor does not claim?—No.

50,892. That is what I think. There is no trace, of course, of gold about here, is there?—No. The express reservation we say has perfect force to-day. What we say is that the general reservation at the end cannot over-ride those words of the express reservation.

50,893. The last question which Lord Kenyon asked Mr. Sowray before the adjournment was Question 27,579: "The Crown has washed its "hands of all responsibility in connection with "Brecknock Forest now." Mr. Sowray said: "Yes; of course we cannot be responsible for what we have no interest in"?—Yes.

50,894. Your complaint is that the Crown should have entertained such a transaction at all, as I understand?—What I complain of is, that first of all they came in the past and did a very ignorant, cruel and merciless act towards Brecknockshire, which was particularly dependent upon their mercy, and then left it in an unsettled and unsatisfactory state, and by a deed which conveys all interest in tithes and all sorts of things which they never possessed, as well as what they did possess they have left it in a state of difficulty and dispute, and have left it as the birthplace of law suits which you may say are now before us, and no man living can tell the true legal position of these lands at present. What we believe is that the true state of things is this, that all beneficial use is in us, while the abstract legal title may be somewhere else. That is just the position in which they have left it, but the result is that it is confused and unsatisfactory, and it is as if it were no man's land so far as regards government and proper system.

50,895. What were the assertions in the preamble of your Bill of 1893?—Do you mean the general powers asked for?

50,896. Yes. You have before you, I daresay, the Bill of 1893?—Yes, here is the Bill. It is generally to make byelaws for the better protection of the flocks.

50,897. No, the preamble. I asked Mr. Sowray what he thought about the assertions in the preamble, and he said, "I would rather not "go into the assertions in the preamble. I "really do not know whether good or injury "has been done"?—It recites the various Acts of Parliament which allude to the case, and then it goes on to say that "the orders and regulations directed by the last recited Act for "stinting the commoners' allotments do not "appear to have been made, nor was any "authority given for enabling the commoners "by any common action to protect their allotment land or lime quarries from trespass, "damage or encroachment; and whereas disputes have arisen and are likely to arise as to "the access to the public limestone quarries and "the right of working the same, and as to "trespass on the allotment lands and encroachments generally on the boundaries of the "allotments, and the commoners have suffered "and are likely to suffer much inconvenience "and loss thereby: And, whereas the commoners' allotments extend over 17,106 acres of "mountain land containing many streams and "springs, the surplus water from which might be "collected and impounded, and made available "for the supply of large towns and populous "towns: And, whereas it is expedient that the "commoners' allotments as defined in the said "award, together with the limestone and other "quarries, watering places, and roads should be "vested in some authority empowered to protect "and improve the same." (*See Appendix for a copy of the Bill.*) I may mention upon that point that these limestone quarries which are under our control are unworked to-day, simply because we have no unity amongst ourselves to work them, and through the middle of one of these the Neath and Brecon Railway runs, and

Mr. *Brynmor Jones*—continued.

there the place is in a state of decay to-day so far as regards all the lime quarries.

50,898. Did the original Bill come before the House of Commons first, or the House of Lords?—The House of Commons.

50,899. What did the committee do?—The Committee were very favourably disposed to the Bill at first, and took great interest in it, and I thought we should carry it through. Sir Richard Temple was chairman. What it was that stopped us I do not know, but Lord Tredegar's opposition was very bitter indeed. Mr. Littler tried to upset us upon every point, and the Cardiff Corporation joined with them with regard to the water. Madame Patti, because of the lime and smoke I think, or something affecting Craig-y-nos, opposed us, and Lord Camden was unfavourable because we would not give him plural voting; he wanted 25 votes for 25 farms, and I said I would not give him more than one. He opposed us on that ground, and between all of them we broke down.

50,900. Why do you say the Committee gave you no decision. I suppose they simply cleared the room, and after calling you back, said that the preamble of the Bill was not proved?—Yes, and we do not know the cause of it now—there was no reason given.

50,901. It is not usual to give a reason. I cannot recollect any case in which a Committee of the House of Lords or House of Commons have given a formal reason or part of their decision?—We put it down that they wanted to get away for the Easter holidays.

50,902. I do not think that is a very good reason after all?—Nor do I either.

50,903. It would simply mean that they would adjourn over the Easter holidays, and I expect Sir Richard Temple and his colleagues were in this position, that they did not care which Bill they were sitting upon, as they had to sit upon some Bill or other?—Sir Richard Temple, the Indian Judge, was the chairman, and he knew nothing about Wales. He hardly knew where it was, I think.

50,904. Do you think, from your experience, that Parliamentary committees are not satisfactory tribunals for this kind of decision?—I think they are not.

50,905. There is one point that I see Mr. Sowray was taking. I asked him about the policy of these transactions, and he said it was done, the policy being then pursued of enclosing all waste lands, with a view to their better cultivation?—That was only a figure of speech. The real thing was to put money in their pockets.

50,906. That is what you say?—Yes.

50,907. Has any considerable part of the land been reclaimed?—As to that, some portion of it is now producing good grazing land. A good deal of it was planted with larch trees, and they produced some good trees, but I should say upon the whole it has never paid the people the money expended on it. Mr. Storey Maskelyne was the man who spent a great deal of money there. It has never paid for the money spent there.

Mr. *Brynmor Jones*—continued.

50,908. Do you think it is important with reference to any of the possibilities of using it for the water supplies of the great towns of South Wales?—Certainly.

50,909. In what way. Mr. Sowray said he did not think it made any great difference in that respect, because either Cardiff or any other great town that might be concerned would have to pay somebody or other in any case—they would have to pay the Crown if the Crown remained the lord of the forest. What difference does it make whether you have to pay the Crown or whether you have to pay A., B., C., or D. That was Mr. Sowray's argument. What do you say about that?—I think the question you asked upon that point was whether it was not a pity that the Crown ever parted with it.

50,910. My suggestion by way of argument to him was this: "Do you not think now that you "see the great burthen of the Corporation going "to Radnorshire for water, and seeing that the "town of Cardiff, or some other great city besides "might want to tap the place for a water supply "—do you not think that the Crown should not "have parted with these rights to private "individuals," and his answer was, "It does not "matter: the people who wanted it would have "to compensate the Crown if the Crown were "the owners of it, and whether they com-"pensated them or some other individual, does "not much matter?"—Probably it would be looked at in that way now, because the Commissioners of Woods and Forests are sworn at the present time to make the very best they can of the Crown property. Sir Nigel Kingscote told me himself, "I am on oath to make every "penny I can of the Crown property."

50,911. But what answer do you suggest there is to Mr. Sowray's argument?—It is as broad as it is long, I think, whether we have it or they have it. I think the Crown would ask to be paid for taking any rights there, and we should ask to be paid for it.

50,912. What struck me was this—this is more a suggestion for you as to what occurred to me after I heard Mr. Sowray's answer—that it is always easier to deal with one big proprietor than with a dozen small proprietors?—Yes, perhaps it would have been better if it had been retained. We wish it had been retained as it was at first, common open land, but then the thing has been done long ago now.

Mr. *Griffiths.*

50,913. You told me that there was a general re-valuation in this part of the country in 1865?—Yes.

50,914. What was the effect of that valuation?—I think they went up 25 or 30 per cent. quite.

50,915. Did the rates follow in proportion?—Undoubtedly. I believe there is one remarkable instance where the farmers themselves raised the assessment. Mr. Penry Williams himself said, "I found the farmers raising the assessments "and so I raised the rents."

Mr. *Griffiths*—continued.

50,916. Then with regard to this land that was enclosed in 1815. Did those people then that had the rights of pasturage upon the farms have their rent reduced when they lost it?—That I do not know. It is so long ago, but I should think there must have been a sad tale of woe told at that time by a great many. Of course, the sponge has passed over it now.

50,917. You do not know anything about that?—Except that we see the farmers to-day with the right lost, and the whole value is gone and also we see what farms were now bye takes, that is to say, the hill has been cut off from them, and they are left high and dry, and they are now let as bye-takes to the Scotch people who hold the hill. The industry of the country has been destroyed and dislocated in a way, and entirely changed.

50,918. It has been quite a calamity in the neighbourhood?—I should call it a great Welsh calamity.

50,919. That is the way you express it—that the face of the country was changed completely?—The character of the industry of the country was changed. Those places are both on the Ystradfellte side, and the Ystradgynlais side, and also on this side, because it is a great range of hills. I think you ought to perhaps see the map of it, and you will see what the Crown took, and where the whole range lies. Of course 40,000 acres of land is a very large extent indeed.

50,920. Do you think that the present depression is worse now than it was before 1865?—I think in 1854 and 1855, the times were all good, and they were good up to 1865, and 1865 was about the crowning point, I should say.

50,921. But I am speaking of before that, do you consider that rents now should be even lower than what they were then. Wages have advanced you know?—Yes. We find in Breconshire, on a farm I have, and a farm that my wife has, that the tenants are pretty well satisfied with the rents. We have never changed the rents, and we have never had ours re-valued. They do not grumble with the present rents.

50,922. Did they ever have any abatement?—We gave them 5 per cent. in one year, but our farms are moderately rented, and I think we gave them 10 per cent. one year, or 5 per cent.—not more.

50,923. Is that sufficient in your opinion, to meet the present depression?—They are quite satisfied so far as we know. Of course it depends upon whether the rents have been pitched high in the first instance.

Mr. *Grove.*

50,924. You think that the County Council would be a proper party to have the control of land of this character?—Yes, I do. You must have some authority, and that is the best I can devise.

50,925. What about so-called manorial rights; how do you propose that those should be acquired?—They must be compensated for, but as I said before, they are not assessed to the poor rate; they pay no poor rate now, and what their value is it is difficult to imagine; they are a kind of something in the air which flourishes over people's heads. It is practically the remains of the old Norman rule here to-day; that Castle Hotel, which we have been staying at last night is the centre of the old Norman rule, which extended over a wide expanse of this country, and whether that manor is worth 50*l.* or 60*l.* a year. I do not know, but it is worth very little; it is more the name of the thing than anything else.

Mr. *Grove*—continued.

50,926. You think it would be fair to compensate them, but in your opinion, compensation for a matter of that sort would be very small?—Yes, very small.

Lord *Kenyon.*

50,927. You mentioned fair rents in your evidence as one thingthat a land court would have to bring about?—Yes.

50,928. How would you arrive at a fair rent?—By an arbitrator.

50,929. How would the arbitrator arrive at a fair rent; I mean what do you call a fair rent?—Of course he would take into consideration what the tenant had really done in the matter; I mean that would come in distinctly; supposing a man came to a new farm entirely.

50,930. Yes, exactly?—They would go round the land and and look at it, and say what it was worth, and then the man would say, "I do not think it is worth so much," and the landlord would say, "It is worth so much, in my opinion."

50,931. Exactly the way in which it is carried out now, you think?—Only there should be some referee by whom the prices should be decided.

50,932. If you come to the question of fixing rent on commercial principles, I suppose a fair rent is the highest rent you can get for your land?—Yes, always acting in my opinion on the principle of live and let live. I do not think a Jew's bargain ever quite pays with happiness to anybody.

50,933. "Fair rents" is a very indefinable term?—It is like a fair price for a horse, or anything else.

50,934. You buy your horse in the open market?—We speak of a fair living wage, and it is the same sort of thing, on the market value of a farm, some sort of thing which is undefined.

Mr. *Brynmor Jones.*

50,935. There is one question which has occurred to me about this matter of the common lands, in order that we may understand the case better, and have the facts fully upon our notes. In this plan you handed in different allotments are coloured in different ways?—Yes.

50,936. What is the general state of this land now; is it nearly all mountain land, or are there any fertile valleys, or is there any land in the valleys?—There is not a single acre ploughed at

Mr. *Brynmor Jones*—continued.

the present time, to the best of my belief. I am told by someone in court that there is some ploughed.

50,937. There may be some few acres, but I will take it practically from you that the whole of this common land consists of unploughed land?—Yes, practically the whole. I am told there may be a little which is ploughed.

50,938. The whole of what is the Forest is still practically unploughed?—Yes.

50,939. It is very much in the same condition then as it was in the years 1815–19?—Well, the lower portions are improved, where you see upon the map the yellow mark No. 4, at the foot of the Loscoed Lodge or the Forest Lodge. That has been improved a great deal, and also the other side where the yellow is at Glasfynydd, that has been improved a great deal, and also probably a little about Mr. McTurk's land at Cnewr, a little has been improved, and some of the other perhaps; but very little of it has been improved much. A portion of it was ploughed I notice where you see "a, a" and "b, b" upon the map in the corner; those two pieces were put down in turnips and ploughed, but they have gone back into the rough land again; they have tried to do that, but it is above the limits where corn will grow well—it is too high up.

50,940. The reason I am asking that is this, that Mr. Russell Sowray said that the Crown had justified its action in parting with these valuable rights for a comparatively small sum of money by reference to the general policy of the thing—that it would be well to put land into private ownership so as to encourage cultivation?—That was a kind of reply of an official clerk in London more than anything else. Perhaps they were taught that there, but the real object was to get money.

50,941. Do you think that if anybody in London really had known what this land was like and had really known thoroughly the condition of the area of the Forest he could reasonably have hoped that in a reasonable number of years there would have been any substantial reclamation or cultivation?—No, he could not.

Lord *Kenyon.*

50,942. You said you would put in a list of the manors, I think?—Yes.

50,943. Are many of those manors, manors which you referred to in questions which you asked Mr. Sowray in London?—Yes.

50,944. He knew nothing about them, I think?—No. He said he could find out, I think, if you gave him a little time, but that he was unaware he would be asked the question.

Lord *Kenyon*—continued.

50,945. He said that would take a long time and he would have to go through every grant?—Yes.

50,946. Would you put in the list of the manors which you have offered to give us?—Yes. It will be an approximate list—to the best of my ability, but still it will be fairly accurate.

Mr. *Brynmor Jones.*

50,947. Are the manorial courts still held properly?—Yes, nearly all the manorial courts are held.

50,948. Are there many Crown manors now?—No.

Lord *Kenyon.*

50,949. I have a question to put to you handed in by Mr. Owen Price: "Would it not be a "benefit to the country generally to allot and "divide the small commons of this county?"—No, I do not think so now, in fact there have been quite enough of them divided.

50,950. The following questions are handed in by Mr. Stephen:—"Can you name any estates "on which the rents were raised 25 per cent. in "1865?"—Yes. I should certainly say that all Lord Tredegar's were, and there was the Maesllwch estate, and the Penpont estate; they were all raised in 1865, I should say.

50,951. "What was the acreage of such estates?"—They are large estates.

Lord *Kenyon.*

"What was the amount of the rent before it was raised?"

Lord *Kenyon.*

50,952. You mentioned some other estates besides Lord Tredegar's?—Yes, I mentioned the Penpont estate.

50,953. Whose is that?—Mr. Williams's and I believe Maesllwch estate was valued at that time. Mr. Appleby was over here, and also Mr. Treharne Rees, and I should think a great proportion of the county was re-valued at that time. I was an agent then in Brecknockshire, and know about the state of things perfectly well. The exact amount of each farm, or what it was raised to I do not know, but my impression is, and my belief is, that there was a very considerable rise indeed which is well known, and which can be tested one way or the other and the people were fairly staggered by the rise all through the county at that time. Treharne Rees was remembered well for many a year after. *See* 51,2–3.

The witness withdrew.

Mr. Henry Edgar Thomas called and examined.

Lord *Kenyon.*

e 50,881. 50,954. You are Mr. Henry Edgar Thomas, and you are a solicitor, I think?—Yes.

50,954A. What do you wish to rebut?—Simply as to raising rents on Lord Tredegar's estate in 1865, which Mr. Lloyd has spoken of.

50,955. They were not raised in 1865?—No.

50,956. 1865 was the year which he mentioned, when they were raised 25 per cent. according to him?—They were not raised 25 per cent.

Mr. *Brynmor Jones.*

50,957. How much were they raised?—Not at all.

50,958. At any time, earlier or later?—No, since 1885 a rebate of 10 and 20 per cent. was given on the old rents. I think 1856 was the last time that there was any rise so far as my knowledge goes.

Mr. *Brynmor Jones*—continued.

50,959. That was the last general rise in rents?—Yes.

Lord *Kenyon.*

50,960. Was there a re-valuation?—In 1856 there was. It was in the beginning of 1885, that a rebate on the rents was made to the tenants.

50,961. Mr. Lloyd asks, "What was the year "that Mr. Treharne Rees came to re-value the "estate?"—1856.

50,962. May I ask, was the result of the re-valuation in 1856 a raising of 25 per cent.?—I could not answer that, I did not really expect to be asked that question, I simply heard that statement of Mr. Lloyd's, and wished to say it was utterly wrong.

The witness withdrew.

Mr. Howell Powell called and examined.

Lord *Kenyon.*

50,963. Your address is Chapel Villa?—Yes.

50,964. What parish are you in?—Llanfihangel Fechan.

50,965. Is that a Welsh-speaking parish?—Yes, chiefly.

50,966. Have you any statement to make?—I have no personal grievance of my own, but farmers in general have, though they are not inclined to come forward to give evidence, and the reason in my opinion is that they are afraid of the landlords and agents.

In my parish land is in general too highly rented; it little matters how well a farm may be cultivated; if a tenant asks for a reduction in the rent, it is hopeless for him to expect to get it, as there are many poorer farmers ready and willing to take the farm for the sake of the improvements and unexhausted manure which is in it. I would advocate (1) a Land Court, security of tenure for valuation, and full compensation for improvements, (2) enclosure of commons. Those open commons cause great unpleasantness between neighbours, and as a rule it is the strongest man, that is, the larger farmer, who has the heaviest stock, who has all the advantage of those small commons, (3) abolition of fishing and game laws. There is a great deal of trespass by fishing. Fences are often broken down between corn and pasture fields, and tenants have no control whatever. With regard to game, that is a great nuisance to the farmers, and often have their dogs been destroyed near preserves, which causes great loss to a farmer; a dog for a farmer is of more value very often than one of his best men.

There is another thing which some landlords are very reluctant in giving, namely, necessary repairs and sufficient buildings upon the farms and repair of buildings and gates and things of

Lord *Kenyon*—continued.

the kind which are necessary for a farmer. Unless he gets those things of course it incurs a great deal of expense and extra labour for him, and causes a great deal of inconvenience. Another thing to be considered is the supply of water to homesteads, which I consider very important for a farmer. Where there are four cottages which are grouped together they are called a village, and wherever there is a village there is generally a supply of water, at least there will be some applications for it, and it is generally provided for them. There are a great many farmers that have to send for their water a quarter or half a mile distant, some much more than that, even for domestic purposes, which I think is a great inconvenience to a farmer.

50,967. Do you know of any specific instances with regard to water having to be sent for from some distance?—Yes.

50,968. Has the attention of the owners been drawn to the lack of water?—I cannot tell whether the tenants have applied or not, but I have known of such cases.

50,969. Have the sanitary authorities interfered in such cases?—Not in those I know best of.

50,970. Would it be sufficient to warrant their interference?—Possibly. I know of some places where the farmers have got the water supplied cheaply to their homesteads whether the landlords have given them any compensation or not I cannot tell; possibly they may have, but it is the tenant who has done it.

Mr. *Grove.*

50,971. Do you think there is a general disinclination on the part of the farmers to come

Mr. *Grove*—continued.

forward to give evidence. Do you think that the farmers hesitate to come and give evidence before this Commission?—Yes, I do.

50,972. Do you know that from personal contact and conversation with them yourself?—Yes.

50,973. As to game, have you suffered much from damage by game?—Not at all myself.

50,974. Does it lead to unpleasant relations between the landlord and the tenant so far as you know?—Yes, it does.

50,975. When claims are made for damages are they not met in a reasonable sort of way?—To some extent they are, I believe.

50,976. What is the acreage of your farm?—I am not farming at present.

50,977. Because you spoke of farms being dearer. Could you give us any instances of high rents?—I have been farming about 40 years.

50,978. What was the rent of the farm you had?—I farmed my own property.

50,979. Do you think it is advisable for people to buy their own holdings if they can conveniently?—If they can I think it is.

50,980. Do you think they can make more out of the land. I take it what we want is to make the land produce as much as it will give us?—I believe so.

50,981. Do you think a man possessing his own property would make more of the land than a man who is only a tenant of it?—I believe so.

Mr. *Griffiths.*

50,982. You say you are not a tenant farmer at present?—No.

50,983. That is the reason why you have come forward when the tenants have not?—Oh, I could have come before so far as that goes. I have been farming under other landlords besides my own farm.

50,984. But still you were not afraid to come forward?—Not in the least.

50,985. Do you think there are many farmers who are afraid to come forward on several estates?—There are.

50,986. And you consider that rents on the whole are too high at present?—I believe so.

50,987. We heard this morning that there was no difference between the farming in England and Wales. I understood that repairs in England were always done by the landlord; you say that the tenants here cannot get the repairs done in several instances. Is that the case?—Not satisfactorily. Some landlords repair very well, others do not and they are very reluctant in giving the repairs.

Mr. *Brynmor Jones.*

50,988. How many farms are there of considerable size in Llanfihangel Fechan, your parish?—Really I cannot answer that question because it is only recently that I have gone there to live.

50,989. You recently purchased your holding?—No, I live in another district now to what I did live in when I was farming.

Lord *Kenyon.*

50,990. Was that in this county may I ask?—Yes, in this county.

Mr. *Brynmor Jones.*

50,991. How long have you been in Llanfihangel Fechan?—Going on for two years.

50,992. And you purchased your holding, did you not?—There?

50,993?—Yes?—No, it belonged to my wife before.

50,994. What is the size of it?—It is only a cottage or a villa, call it what you like. There is no land attached to it.

50,995. Have there been no meetings of the tenant farmers in that parish to consider whether they would come forward and give evidence before us or not?—I do not think there have been.

50,996. Have you heard of any meetings anywhere?—Yes, we have had meetings here in Brecon.

50,997. And what was the result. Did you find that the men were ready to come forward or not?—Oh, it fell to the ground. There were none who would come forward to give evidence, at least very few.

50,998. Have the landlords given any encouragement to tenant farmers to come forward and give evidence before us?—I do not think they have, not as far as I am aware of.

50,999. Have they done anything to discourage people from coming forward?—I cannot say that from anything I have heard from landlords themselves.

51,000. No, but do you hear it said on apparently credible authority?—It has been rumoured but I cannot prove it.

51,001. Which parish were you in before?—Llanfihangel Nant Bran.

51,002. That is the next parish but one?—Yes.

51,003. That is a completely Welsh parish, I suppose, too?—Yes.

51,004. Are there many holdings in that parish?—Yes, there are a great many.

51,005. In your opinion during the 40 years that you have been there have the tenant farmers been hard-working and industrious men?—Yes.

51,006. Have they ever been in your judgment prosperous—enabled we will say to save money after paying the rent, and paying all the outgoings connected with their farm?—Yes, many of them.

51,007. Up to about what year did you find some of the farmers able to save?—It has been worse these last eight or ten years.

51,008. Worse than ever you remember it?—Than ever I remember it.

51,009. Do you think the farmers had difficulty in meeting their rent now even where any abatements are given?—Yes, I know they have a difficulty, a great many of them.

51,010. I suppose most of the farmers there do a great deal of the work themselves with their children, do they not?—Yes, those that have children at home.

51,011. The farmer himself works, does he?—Yes, in that district altogether.

51,012. Then I may take it there is not a very great difference between the tenant farmer and a labourer?—They do the same work, in

Mr. *Brynmor Jones*—continued.

fact the tenant farmer I think is the hardest working man, because he has the longest working hours.

51,013. How do they live, I mean in the way of food?—Oh, very common.

51,014. Do they have fresh meat generally?—Very seldom.

51,015. Have the children to work as a rule at an early age?—Yes.

51,016. What is the general condition of the farmhouse and the farm buildings?—I do not think they are bad in Llanfihangel.

51,017. Whose estate is that on chiefly?—There are a great many landed proprietors.

51,018. Several owners?—Yes.

51,019. Then practically the parish consists of several small estates, does it?—Yes, a great many.

51,020. Is there a difficulty in getting labour there?—Yes, rather of late years.

51,021. I suppose the labourers' wages are much higher now than when you began farming?—Much. A servant that we might have for about 10 guineas then, we now have to give about 26*l.* for.

51,022. Are the tenants chiefly Nonconformists?—Yes, chiefly.

51,023. What proportion of them are Churchmen, do you think, in that parish?—I do not know indeed, it might be $\frac{1}{10}$ of them, or not so much.

51,024. You do not think it would be more than 1 in 10?—No, it would not be more—I should think not.

51,025. Do you know whether they have held any meeting at all there, or did any of them come to the Brecon meeting?—Not so far as I know. Do you mean in the parish?

51,026. Yes. Did any of the Llanfihangel Nant Bran people come to Brecon?—I do not think any of them did.

51,027. Do you know whether any of them are going to give evidence before us. I am asking about that parish, because I assume you know a great many of them as you have been there 40 years?—I believe one of them that has been living in Llanfihangel is coming forward. He is not living there now.

51,028. Have most of the families of these people been farming the same holdings for a great many years?—Yes, I think they have.

51,029. There are not very many newcomers?—Not very many in Llanfihangel.

51,030. During your time did you find that many people went towards England—towards Hereford or Worcestershire, or down south towards the Rhondda?—No, there is too much inclination in the Welsh to stick where they are, even if they drop there.

51,031. Then in fact your statement is very much what has been told us about other parishes, that the people like to stay upon the land that they have been brought up upon?—That is too much so I think amongst the Welsh.

51,032. What is the usual size of the holdings in this parish?—I should think they would average somewhere from 80 to 100 acres.

Mr. *Brynmor Jones*—continued.

51,033. Are there none smaller than 80, do you think?—Oh, yes, there are some.

51,034. But the average would be from about 80 to 120 acres?—Yes, I think so.

Lord *Kenyon.*

51,035. You said game caused a great deal of feeling between landlord and tenant Do you not think that sometimes it promotes good feeling between landlord and tenant?—I do not think so, I have not heard of it.

51,036. You know Sir John Llewelyn's property. Is not that near Upper Chapel?—Yes.

51,037. Does he not go up there to shoot, and is not most of the game preserved for him on his farms?—Yes, I think so.

51,038. Is not his gamekeeper a farmer's son?—No.

51,039. He told me himself that he was?—His gamekeeper?

51,040. Yes?—I never saw him farming anyhow. A farm labourer he has been.

51,041. A farmer's son, I said, not a farmer himself?—Yes; I cannot tell whether his father was farming or not, because he was dead when he was very young.

51,042. I mean, do you not think that it should encourage a landlord to go over his property when he can go for a bit of shooting?—Yes, no doubt.

51,043. He sees his tenants in that way, and goes about among them?—Yes. I should not like to say that it is very encouraging upon his property for his tenants.

51,044. You have every right to your own opinion?—Yes.

Mr. *Brynmor Jones.*

51,045. I should like to know this, as you seem certainly to be very well acquainted with this parish; in your time has difference in language, or difference in religion and in politics done anything to influence the relations of the landlords in that parish with their tenants?—No, I do not think it has.

51,046. You do not remember any eviction for anyone of those reasons?—No.

51,047. Or resulting from the fact of there being a difference?—No.

Lord *Kenyon.*

51,048. The following questions are handed in by Mr. H. L. Stephen: "Can you mention any "case in which a landlord has exerted any "undue influence upon a tenant, to prevent his "coming forward?"—No, I cannot.

51,049. "Do you think that tenants have any "cause for fearing to come here?"—I do not know what the cause may be, but I believe that is the cause.

51,050. Do you think they have any cause for fear yourself?—I do not know what it is.

51,051. Do you yourself think they have any cause?—They may have, I cannot tell for that.

Mr. *Brynmor Jones.*

51,052. Would you have come if you had been a tenant from year to year?—Yes. I have been a tenant of different landlords before and after, when I was farming my own property.

51,053. I know, but would you if you had been a tenant from year to year, still have come forward?—The very same.

51,054. You would have come forward?—Yes.

Lord *Kenyon.*

51,055. Therefore, you think that their fears are groundless, I suppose? You are not afraid anyhow?—That depends upon the courage of the man, I think, a great deal.

Mr. *Griffiths.*

51,056. May I ask were you not rather in a different position to an ordinary tenant farmer?—I consider I was.

51,057. If you had been no more than a tenant farmer yourself, do you think you would have come to give evidence?—Perhaps I should have been afraid of offending my landlord if that had been the case, but I could fall back upon my own property even if I lost the other that I had.

Lord *Kenyon.*

51,058. Do you think that this was the reason? Do you think the tenants thought that the result of this inquiry would probably be disadvantageous to the landlords, and that, therefore, the landlords did not view it with pleasure?—Yes, that is the view I take of it.

The witness withdrew.

Mr. Thomas Price called and examined.

Lord *Kenyon.*

See evidence of next witness and 73,790–73,838.

51,059. You are Mr. Thomas Price of Cefnwern?—Yes.

51,060. Is that in Llangorse parish?—Yes.

51,061. Have you some statement you wish to make?—I have been farming 180 acres of land.

51,062. Who is your landlord?—Mr. Thos. R. Jones, Plas Llangorse.

51,063. You received notice to quit in September last. Is that so?—Yes.

51,064. You say that no reason was given?—Nothing, only that they wanted an advance in rent.

51,065. What is your rent?—140*l.* it is now, and he wants 30*l.* more.

51,066. He wants 170*l.*?—Yes.

51,067. Did he say that the farm was very cheap or not?—Well, he means to say, I suppose, after I have improved it. It was not so when I took it 13 years ago. I have farmed it 13 or 14 years and after I have improved a lot on it—it is looking a good bit better than when I had it—and now he gives me notice to quit and wants an advance on my improvements.

51,068. You offered him 10*l.* more, did you not, if times continued to improve. When was that?—I offered him 10*l.* That was last Christmas. I only paid him that half year's rent. I wanted to settle with him to keep it on. He was saying that the times were getting better, and I said, "Well, if the times are going to "continue better I will give you 10*l.* advance; "but if they do not I cannot pay you more than "I am paying now."

51,069. Do you think the times were getting better last Christmas?—Well, he was telling me the times were getting better and I know they were getting better at the time—that was last November and December—but they got worse again until this spring; now they are getting a bit better this time again, but I know these last two years I should be 200*l.* better off if I had left it two years ago instead of now.

Lord *Kenyon*—continued.

51,070. You are a Nonconformist, are you?—Yes, I am a Nonconformist.

51,071. And a Liberal, and you say you are boycotted in the parish?—I am, I suppose.

51,072. Are the Churchmen in a great majority in Llangorse parish then?—Yes, the Churchmen rule with a high hand in our parish.

51,073. There are more Churchmen than Nonconformists at Talgarth, perhaps, then?—Well, I cannot say perhaps that there would be more Nonconformists than Churchmen if they had fair play, but as it happens our vicar has great influence in our parish and he influences a lot whether they are Churchmen or no. He owns several farms and looks after other farms, and a good many relations have been brought up in the parish and they have a lot of influence there. By that he is a high-handed man in our parish.

51,074. Did I make a mistake: is it Talgarth parish or Llangorse?—Llangorse parish.

51,075. That is next door to Llangorse. Is it a Welsh-speaking parish, then?—Well, it is mixed. They are all Welshman bred and born I may say, but there is more of the English language spoken than of the Welsh.

51,076. I suppose Talgarth is more an English-speaking than a Welsh-speaking parish, is it?—Yes, in the speaking of it. They are all Welshmen, but there will be more English speaking.

51,077. You say you take a prominent part in the parish affairs?—Well, I look to see how the parish money is spent and by that Mr. Bowen wants to have his influence carried out as a rule. I will give you an instance. At the last parish meeting to appoint overseers this year, there were overseers appointed at the beginning of April last and we gathered there all together a good many of us parishioners. The accounts were not ready before that night, but we had only to appoint four overseers—only to name them and send them to the magistrate to be appointed. Mr. Bowen named one and I named

Lord *Kenyon*—continued.

one and Mr. Bowen named two after and we sent them in in that form to the magistrate at Talgarth to be appointed. Against the magistrate's day there was a letter sent from Mr. Bowen there to say it was the wish of the parish for him to have his two men appointed. That is an instance for you now and that cannot be turned back. The clerk of the magistrates had a letter from him that morning and he read it in court.

51,078. You consider that that is the reason why you are under notice to quit, do you?—Well, that is the principal part of it, I believe. That is my belief of it, because my landlord told me his own self it is not his own fault. Then I can only after that calculate what is the reason to a certain extent anyhow.

Mr. *Brynmor Jones.*

51,079. I still do not quite understand your case. What did your landlord mean to suggest in your opinion by the statement which he made to you that it was not his fault?—The improvement in rent, do you mean?

51,080. No. I understand you to say that your landlord said to you, "It is not my fault that you are going away"?—Yes.

50,081. What did he mean by that?—I mean he was influenced by others because my landlord is a Churchman and is first cousin of our vicar, and I believe that they are combined together and influenced by Mr. Bowen to get me out of the parish because I am a Nonconformist and I am not a Tory either.

51,082. Then I understand you are one of those citizens who take an active interest in the local affairs of your parish?—Well, I am always in the parish meeting as a rule and I say my opinion there whatever it may be, and it does not happen always to be the same opinion as the other side.

51,083. How many years have you been in the habit of attending the parish meetings and taking an interest—a very proper interest—in your parish concerns?—Thirteen years. I have been farming all that time and I have taken an interest in the parish business since I was there.

51,084. And also taking part in other affairs, such as County Council elections, Parliamentary elections, and so forth?—Yes, altogether, and I have always exposed my mind without pilling any eggs as they say about here: I do not carry one face and do another thing.

51,085. Then it has been the fact that you have been in opposition to the parish all this time?—Well, I think that is not far wrong.

51,086. Have you had any dispute with your landlord at any time?—No, never a word; we are on the best of terms now.

51,087. Which of the vestry meetings was it that this churchwarden transaction took place at; was it the vestry meeting this year or last year?—The vestry meeting this year was about appointing the overseers that I gave an instance of.

Mr. *Brynmor Jones*—continued.

51,088. But you had received notice to quit then, had you not?—Yes, but we had a guardian's election a twelvemonth last April. Of course I took a prominent part in that.

50,089. Were you a candidate?—No, I was not, only I supported one candidate, and the vicar and his party supported another one.

51,090. When was it first suggested by your landlord that there should be an increase of rent?—When I went to ask him what was the reason he gave me the notice.

51,091. But did he give you the notice before asking for an increase of rent?—Yes.

51,092. In September last you got a notice to quit?—Yes.

51,093. And nothing had passed between your landlord and yourself?—Nothing, not to this day, no grievance, but I have asked him many many times for it and offered him, as I said before, the 10*l.* advance if the times got better.

51,094. You asked him many many times for what?—Many times to try to come to a settlement to keep it on.

51,095. Then there has been a talk about September last of your getting notice to quit?—No.

51,096. Then the notice to quit was quite a surprise to you?—Yes.

51,097. And there had been no dispute of any kind between your landlord and yourself?—No.

51,098. And no excuse was given at the time he gave it—no statement or reason by the landlord?—No, no statement at all I had with him—nothing.

51,099. What did you do when you received the notice to quit?—I went to the landlord and asked him what was the reason of it.

51,100. What did he say?—He said that my farm was too cheap, and he wanted 30*l.* advance.

51,101. Was your farm cheaper than the other farms on the same estate?—Not so cheap as some adjoining me, and cheaper than some others that are down below me running down to Llangorse Lake—cheaper than some of them.

51,102. Is Mr. Jones' estate a big estate?—No, about four farms. Mine is 180 acres and the one he farms himself—at least he lets it out to grass anyhow—is about 100 acres.

51,103. Has he given you any abatement at all?—Not a penny—half-a-crown for my dinner sometimes.

51,104. Then at the interview you had with your landlord he simply said that the farm was too cheap and said the rent was to be raised by 30*l.*, otherwise the notice to quit must stand?—Yes, I asked him yesterday last if that was good and he said it was—that he would not let it me under 30*l.* rise no way.

51,105. Then you honestly believe that this notice to quit has been given because of the disputes which occurred between yourself and the vicar?—Yes, that is my opinion, but I did not have that from my landlord.

51,106. But you think that the raising of the rent is an excuse. Whether it is well founded or

Mr. *Brynmor Jones*—continued.

not, that is the impression left on your mind?—Yes, and that is the belief of the neighbourhood altogether entirely. I will give you one instance what our vicar has said. That was the beginning of last September. I have two witnesses to what he said on Tal-y-llyn platform coming to Brecon on a Friday. It happened to turn up the talk about the last guardian election in the parish of Llangorse, and it was said that it was a tight match between the two candidates, but the candidute of Mr. Bowen did happen to come in. Oh, says Mr. Bowen, the landlords of Llangorse yet have not finished with that election. That was last September—the beginning of September.

51,107. "The landlords of Llangorse have "not yet finished with that election?"—Yes, "the landlords of Llangorse have not finished "with that election yet." I was the only one that had notice from one of the landlords of Llangorse. That is a proof from that side to my opinion.

51,108. What is Mr. Bowen's Christian name and what is his address?—Mr. William Bowen, Llangorse Vicarage.

51,109. That is the only sense in which you say you have been boycotted, is it?—Yes.

51,110. That is what you mean by what you say in your evidence-in-chief?—Yes, concerning my farm, but I have been boycotted concerning the school besides that.

51,111. In what way?—Concerning the school.

51,112. What school—the board school?—No, the National school.

51,113. How were you boycotted about that?—Well, we had a National school there, and years ago I was appointed one of the managers. I attended for some time till I could see it was no good for anybody to attend there only church people. Two or three others along with me were of the same opinion, and we left at the same time. We had then a voluntary rate coming out, and it was collected for a while. About six years ago I should think they did print a statement of their balance sheet in March, and they put on the back of the balance sheet, that there were four refused to pay their voluntary rates. I was the first one, I suppose, that was put on that sheet, and the rate was never asked of me; the collector never called at my house—never left his demand note there. When I saw that I told Mr. Bowen then that he was abusing my name—"Oh, the collector told them so." Well, I told him the collector had never been at my house. To cut it short anyhow, I said I should not pay the voluntary rate any more, without they would withdraw what they published about me—that was that I had refused to pay it, or never had offered to pay it. Well, he said, perhaps we can carry on the school again for all that, if you won't pay. I never paid any more the voluntary rate. The next thing done was to send up a notice to me if I would not pay 9*d.* per head per week for my children, they would not be admitted to school. I have got that in Mr. Bowen's handwriting now.

Mr. *Brynmor Jones*—continued.

51,114. Have you got the letter here?—I think I have (*handing same*).

51,115. What were the ordinary school fees in this school?—It was according to the standard: 1*d.* for standard 1; 2*d.* for standard 2; or something of that kind.

51,116. Was the rate demanded in respect of your children an excessive rate having regard to the standard?—The voluntary rate.

51,117. No, the school fees. They wanted 9*d.* a week you tell us?—Yes, that is what they were demanding of me.

51,118. Was that in excess of what was demanded from the children of other parishioners?—Only for me personally.

51,119. Was nothing charged to the children of other people in the parish?—Oh, yes, the ordinary fee was charged of them according to the standard.

51,120. That is what I mean. Then this 9*d.* was higher than the proper fee according to the standard. Is that what you mean?—Yes, 1*d.* was on one of mine; 2*d.* on another, and 3*d.* on the other. It only amounted to 6*d.* altogether.

51,121. Was this school in 1889 in receipt of a Government grant?—Yes.

51,122. This is the letter you hand up of April the 15th, 1889:—

"SIR, Llangorse National School.

"I HAVE been requested by the managers of this school to inform you that as you refuse to pay the small rate required for the necessary expenses of the school, weich rate has been paid by nearly all the parishioners, that in future you will be required to pay a fee of 9*d.* per week according to Article 3 Education Code for each of your children and the managers have authorised the schoolmistress not to admit any child whose parents or guardians refuse to contribute the small amount of rate necessary to keep the school up to the standard required by the Education Department without their paying the legal fee of 9*d.* for each child every Monday morning. A list of those who had refused to pay the rate has been placed up in the school for the guidance of the mistress.

"Yours truly,

"(Signed) WM. BOWEN."

What was the legal fee?—1*d.* one, 2*d.* the other, and 3*d.* the other at that time, making up 6*d.* altogether.

51,123. But the contention of Mr. Bowen in this letter is that the fee was in accordance with Article 3 of the Education Code?—That was to keep the school up to the requirements of the Education Code: as I would understand it.

51,124. No—"To pay a fee of 9*d.* per week "according to Article 3, Education Code"?—The Education Code gives power to make a charge of 9*d.* on school boards if you let the Education Department know, but our fee was made according to the standard.

51,125. Your point is this, that a higher fee was charged for your children than for other children simply because you refused to pay a voluntary rate?—That is right.

Mr. *Brynmor Jones*—continued.

51,126. Which you were never asked for in the first instance?—Never asked before they published it.

51,127. Is there any other incident that you would like to bring to the notice of the Commissioners?—Well, to finish that I had to write up to the Education Department and I had an answer from them. I have the answer here now.

51,128. What did the Education Department do?—They told me to keep on at the ordinary fee and they sent a letter down to Mr. Bowen that he was not to charge me.

51,129. Did he comply with the orders of the Education Department?—They were supplied to me and supplied to him.

51,130. Did he comply with the orders of the Education Department?—Yes, he was obliged to.

51,131. This was a dispute you had with him in 1889?—No.

51,132. Then were there subsequent disputes besides those that you have mentioned at the parish meeting?—No; well that is not exactly disputes, but we have had cross opinions many times in parish meetings. There was an election there of assistant overseer. That was two years ago. Of course it happened to come to a party then, the Church party and the Nonconformist party.

51,133. Are the Nonconformists in the majority in this parish or not in your opinion?—If they had fair play they are, but they are screwed down, you see, by threats.

51,134. Taking the question of church accommodation and chapel accommodation, is the church full as a rule?—Well, it is very seldom that I have attended it, so I cannot say for the church: I do not suppose it is.

51,135. But you hear; you are a man about the parish and you are pretty well known?—There are two chapels there and one church and the majority are in the two chapels at every service. I think that is enough of a proof anyhow.

Lord *Kenyon.*

51,136. What is the seating accommodation of the chapels?—The chapel I go to will seat 120.

51,137. And the other?—The other I should say is some little smaller, perhaps 100.

51,138. And the church?—Well, I do not know; perhaps the church will seat 200 or 220; somewhere like that I think.

51,139. And the chapels are always full?—Well, as a rule on Sunday evenings the chapels will be well seated.

Mr. *Brynmor Jones.*

51,140. Do you think that anything is done that ought not to be done to force people to go to church? Are we to understand that? I am not expressing any opinion of my own. I only want to ascertain your belief and the reason for it?—So far as this is concerned: as it happens our vicar has been bred and born in our parish and he has got great influence there. He has got a great many relations, he has got farms of his own there, and looks after some of his relation's farms, and he has got either direct or indirect influence on a good lot in the parish and there are several of them who used to be Nonconformists there go, after they come under his influence, to church. I think that is an unfair influence.

51,141. Then taking into account all these circumstances connected with the parish you wish us to understand that the notice to quit has been given in order to get rid of you from the parish?—That is the principal motive of it, I suppose, and the landlord wants his advance. He undoubtedly wants it; but that is no matter now.

Mr. *Griffiths.*

51,142. When you took this farm what amount of rent did you pay?—140*l.*

51,143. Did you continue paying that for 13 years?—Yes, for the first five years I paid 160*l.* but I have changed my landlord since I had a reduction to 140*l.* I had that change under the old landlord. I changed my landlord now about five years. His brother held it before. Then his brother died and he comes in after his brother.

51,144. What improvements do you say you have made on the farm?—The most part of the farm was gone filthy. It had not been well farmed and the fences had gone to a shocking state. There were splendid fences there, but they had been neglected. I put the fences into order the principal part of them, and I had farmed the land so that I could get something off it now where I could get nothing off it but filth and thistles the time I went there, and now when the farm will produce a good crop I have notice to quit.

51,145. Then you consider you have improved the farm generally all over?—I have; a general improvement I consider.

51,146. Then with regard to this vestry and the appointment of overseers, were there many present at that vestry?—Yes, at this last one I should think. It is on the minute-book; I should think there were about between 25 and 30.

51,147. Did you sign the minute-book?—The chairman was obliged to sign the minute-book, and all our names are down on it.

51,148. He signed the minute-book on your behalf—all of you?—No, the chairman signed the minute-book on our behalf and the names of all that were present are down on it.

51,149. But these four names were submitted to the vestry, were they?—Yes.

51,150. And approved of?—Well, they were not put to vote, but they were named; they were named there and the four names were sent before the magistrate to be appointed.

51,151. Are you sure the name you suggested was put second on the list?—Yes. They were put down in the way they were named in the

Mr. *Griffiths*—continued.

vestry and sent before the magistrate by the assistant overseer. He took them, and if we had them as they were named the parish would be all satisfied, but Mr. Bowen did write this letter to the clerk of the magistrate at Talgarth to say that it was the wish of the parish to appoint the two he named, and they were not according to how we did name them.

51,152. Was not this coming from the vestry direct sufficient? That was the wish of the parish of course without anything else?—Of course as we put them on the list that is what we thought was the wish of the parish, but he said it was the other way, and they believed it the other way in Talgarth.

51,153. Then do you think that he influenced the magistrates?—He must have, because they appointed the two he mentioned, and they were were not given in rotation.

Mr. *Grove.*

51,154. You suppose that the magistrates appoint the names in the way in which they are given on the list, do you not?—The ordinary rule is to take the two uppermost names, and that was not done in this case.

Lord *Kenyon.*

51,155. I have some questions handed up by Mr. Stephen: "How many acres does your "landlord own?"—I cannot tell you exactly, I should think it is 350 or somewhere about that. Perhaps a little more or less, I cannot say exactly.

51,156. When did you first get notice to quit?—Last September.

Lord *Kenyon*—continued.

51,157. "Had not the remark of Mr. Bowen, "which you have mentioned to us, reference to "a proposed increased number of persons qualified "to vote for guardians as owners?"—I do not understand that question.

51,158. "Had not the remark of Mr. Bowen "which you have mentioned to us, reference to "a proposed increased number of persons qualified to vote for guardians as owners?"—I do not know.

Lord *Kenyon.*

What remark was it, Mr. Stephen?

(Mr. *H. L. Stephen.*) The remark was Mr. Bowen saying that the landlords of the parish had not yet finished with that election.

Lord *Kenyon.*

51,159. Had that any reference to the number of persons qualified to vote for guardians as owners?—I take it in another light, because I was the only one who was noticed following that remark, and I took it directly it was a remark towards me: that is how I understood.

51,160. "Have you ever seen the letter which "you allege Mr. Bowen wrote to the magistrates?"—No, I have not seen it.

51,161. "How do you know its contents?"—Our assistant overseer was there on the day, and it was read publicly in the court of the magistrate at Talgarth.

51,162. You have heard its contents from the assistant overseer?—Yes, and by more than one who was there at the present time, besides me, and it was done publicly in the magistrate's court at Talgarth, and there is no secret about that.

The witness withdrew.

Mr. WILLIAM POWELL PRICE called and examined.

Lord *Kenyon.*

See evidence of preceding witness.

51,163. You are solicitor for Mr. Thomas R. Jones, I understand?—Mr. Jones is my client.

51,164. You heard the last witness's statement?—I did, and I had no intention of giving evidence, until I heard his statements.

51,165. Is there anything you wish to rebut?—Yes. Some years ago Mr. Jones employed me upon the death of his brother when he came into possession of this property of Cefnwern. He had it considerably embarrassed, and he told me at the time that the tenant Price had promised his brother 18*s.* an acre, but that he had never paid him more than 140*l.*, that he considered it was worth 180*l.*, and I at that time gave him notice to quit—I prepared a notice to quit for him which I believe he served.

51,166. When was this?—Well, I should think it would be about four years ago; I cannot say; I really do not remember exactly; and it was a sort of matter that I did not make an entry in my diary about I am sure; it was a sort of friendly matter. I prepared a notice to quit for him, and I subsequently gave him the form of agreement which is very much in use in the counties of Radnor and Brecon by certain estate agents. It is a perfectly fair agreement. It provides most fully for any unexhausted improvements. There were two reasons for the notice. The one was that the tenant Price was exhausting the land and treating it unfairly and the other was that he was not paying 18*s.* an acre but 15*s.*, and he was taking advantage of a previous proprietor because he happened to be married to a sister of the proprietor. All he did was to pay 140*l.* and say, "I cannot pay any more," notwithstanding the verbal agreement to pay 18*s.* an acre. Notice to quit was therefore, I believe, given to him. It was certainly prepared by me. An agreement was prepared by me; at least this blank form was filled up, and he was left in possession with the expectancy that he would sign the agreement. He called

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

upon me once or twice and I thought he was going to agree to it. However, he did not do so. Mr. Jones hesitated to put the notice in force and he was allowed to run on.

51,167. Do I understand that Mr. Jones succeeded his brother?—He did.

51,168. And that Mr. Thomas Price married the sister?—He married the sister of the wife of the previous proprietor. There was consequently an intimacy between them and there is no doubt that Price took advantage of his intimacy and did not pay him the full amount he promised; at least that is the instruction of the present proprietor to me.

51,169. Do I understand you that Mr. Thomas Price had some conversation with you about the rent previous to last September?—We discussed the question over the agreement I should say about four years ago and he came in several times; certainly of course he said it was too dear and he could not afford to pay it, but his chief objection was not the rent, but he said he would not agree to the clauses. I went through the clauses very carefully with him and individually he could not object to a single clause. I pointed out to him that the grand clause for the tenant was a most favourable one; it provided for the payment for manures for something like seven, or eight, or nine years according to their value on the production of the receipts and also for payment of compensation for any feeding stuffs used on the farm.

51,170. But what I want to be clear about is this. You had some connection with Mr. Thomas Price as to the rent he has to pay?—Oh, certainly, I must have had a conversation.

51,171. And that related to a rent of what?—That related to a rent of 18*s.* an acre which was claimed in lieu of the rent of 140*l.*

51,172. Would that amount to 170*l.*?—I cannot say at this moment. I cannot tell you because I had no intention of giving evidence here as to this until I heard this witness give evidence 10 minutes ago.

51,173. I may be wrong, but I understood from the previous witness that the first intimation he had of a rise of rent was after the notice to quit?—But this was a wholly separate notice. This was a notice years ago. And then he was allowed to continue. The proprietor's position is one that necessitates his getting a fair value for his land, and I may tell you that he also was advised, and he himself, as an old farmer considered his land was improperly treated. He instructed me to prepare him a notice to quit. I had nothing to do with its service again. I simply prepared a form of notice and filled it up for him and sent it to him. This notice I believe was given. The next thing was that Mr. Price the tenant I believe threatened, contrary to the custom—the moral custom anyhow of this country—to plough up swards, to plough up ancient pasture, and do everything, unless he was paid some reasonable compensation. I do not know what it was. I believe arbitrators were appointed and the result was that an agreement was entered into between landlord and tenant,

Lord *Kenyon*—continued.

and the landlord agreed to pay the tenant 50*l.* for not breaking up swards. So far from there being any bad feeling on the part of the landlord towards the tenant, I have reason to know that even the last fortnight he hesitated to make any arrangements with the new tenant without again having further conversation with Mr. Price.

51,174. Do you say that there was no ill-will on account of Mr. Price being a Nonconformist?—Mr. T. R. Jones is by no means a strict Churchman, and I have an old reason to know it from his relationship with me as solicitor and client: he certainly never mentioned it to me. The two subjects mentioned to me were these. First, as to exhausting the land. The fact is, I believe the land was farmed in the old time by the present proprietor's brother, and as owner of his own property it was, I believe, farmed very well. I am told it is not now in nearly the same state of cultivation as it was then.

51,175. Mr. Price said it was a mass of thistles?—I know very well there is a difference of opinion on that point.

51,176. Did you tell Mr. Price that he was farming the land out?—I told him years ago that he was accused of not treating it fairly.

51,177. You did?—Yes.

51,178. You did not give him notice to quit?—I did not give him notice to quit. I never gave him notice to quit. All I did was simply as between solicitor and client to prepare a notice.

Mr. *Brynmor Jones.*

51,179. No letter was sent before the notice to quit was sent, was it?—No, no communication whatever by letter.

51,180. How long before the last notice to quit was the former one?—As I have just stated I cannot exactly remember. I should think it would be about four years—three or four years, and he continued in possession.

51,181. Then Mr. Price is right in saying that this notice to quit came to him without any formal reason being assigned for it?—I know nothing about that. I tell you I only prepared the notice; but I do know that representations have been made to him that he originally took the land at 18*s.* an acre, and was only paying 140*l.*

51,182. There seems to be no dispute at all about what has taken place after the notice to quit was given?—No; I am speaking before the notice to quit. I am speaking of years ago. He knows perfectly well that there is an open sore about the question that he originally took the farm for 18*s.* an acre, but he has never paid 18*s.* an acre.

51,183. But the whole question appears to have been in abeyance for four or five years?—Yes, it does, for the reason I have told you—the relations that existed between the deceased brother and himself.

Mr. *Griffiths.*

51,184. Have you the agreement by you that you prepared?—No, I have not. In fact it was

Mr. *Griffiths*—continued.

given to Mr. Price, and he would have it. I do not think he has ever given it me back.

51,185. In which way do you explain that he exhausted the farm?—I do not explain it at all. I only explain that he was accused of it. I believe it was by over-cropping, contrary to the usual custom—having two successive crops instead of having a green crop between.

51,186. He had no agreement, had he?—He had no agreement, and he took advantage of having no agreement.

51,187. Did the landlord pay him the 50*l.* you mentioned?—The agreement is that he is to be allowed it out of the September rent.

51,188. But according to his own account, I should say that he has got that in general improvements that he has made?—No, certainly not. It is simply a question of not ploughing up sward or seeds, which he might do, because there is really no custom in this country which can be enforced It used to be supposed that there was a custom here, but really and truly you cannot enforce a custom, and a man may absolutely ruin a farm if he likes.

Mr. *Griffiths*—continued.

51,189. Were there any valuers at any time appointed?—Well, I do not know. I do not know that there was any formal valuation. Friends met them on both sides, and it was an arrangement come to mutually.

51,190. Are you in a position to say what was the rent of this farm before, when he took it?—I could not be in a position to say, because it was farmed by the landlord himself. It was in hand.

51,191. How long ago was it?—Oh, 50 years.

Lord *Kenyon.*

51,192. There is a question by Mr. Stephen: "Do you believe that the Reverend Mr. Bowen "exercises any improper influence over his "parishioners?"—I am quite sure he is wholly incapable of it. There is not a better man in the Church in Wales than the Reverend Mr. Bowen.

The witness withdrew.

Re-examined, 54,242.

Mr. WILLIAM MORGAN called and examined.

Lord *Kenyon.*

51,193. Are you a tenant farmer?—Yes.

51,194. In what parish do you reside?—Llanfrynach.

51,195. Which direction is that in?—South of Brecon.

51,196. Is that a Welsh-speaking parish?—Oh, there is a good bit of English there too.

51,197. About half and half?—Half and half, yes.

51,198. How much land do you farm?—134 acres.

51,199. Under whom?—David Morgan, Llandaff, Cardiff

51,200. Have you any statement you would like to make?—Yes. My father farmed Caecrwn in the parish of Battle from the year 1831 to the year 1854. He took Caecrwn in December 1831 and he kept it along to the year 1850. In the year 1850 he took the land belonging to Battle End in addition to Caecrwn. There is a little gentleman's seat belonging to Battle End, but he had nothing only the land as a yearly tenant. In three years after he took the land a clerk of Mr. Ernest, a gentleman under Colonel Watkins, came up to my father one day in the month of October; we were sowing wheat. He told my father that Mr. Ernest was very wishful to see him in Brecon on the following Saturday. My father went and what he said was that he had let the gentleman's seat and the land to a gentleman and he wanted my father to give it up at once without any notice. My father refused unless he should have a twelvemonth's rent. In the meantime father went on again and he sowed another field of wheat; he sowed five acres there, I think; but some time in November he came to terms; he had 30*l.*, a half year's rent, for giving up the land. The following 25th of March he had notice then for Caecrwn because

Lord *Kenyon*—continued.

he took those 30*l.* for giving up the other land. He was a great loser by giving it up, because if he had only taken the custom of the country to take the custom crop of wheat he would have been very much better than the 30*l.* Wheat in the year 1854 was 72*s.* per quarter. He would have made instead of 30*l.* something about 37*l.* out of the crop of wheat. So he should not keep on Caecrwn any longer, not if he could pay double the rent for it, so he had to leave.

51,201. He left in 1854, did he?—Yes, he left in 1854.

51,202. And the farm was raised 13*l.* a year?—On my father's improvements.

51,203. To the next tenant?—Yes, he had grubbed up six acres of land there.

51,204. I thought the land was let with the house?—Yes, but that was Battle End, but he lived at Caecrwn 18 years before ever he had Battle End.

51,205. Have you anything in your own case to mention to us?—No, nothing.

51,206. Have you any remedies?—Well, I believe that land is too high according to the times and according to labour. I pay now double the wages that my father paid 36 years ago. My father paid 11*l.* then to a servant boy. I pay 22*l.* now. My father paid 7*l.* for a servant girl, I pay 14*l.* now.

51,207. You say you know several farmers who are afraid to come forward to give evidence?—Yes, I have no doubt. I know the first meeting we held here in Brecon several attended, but by the next they all disappeared.

51,208. Were they full of grievances on the first occasion?—Oh, yes, several of them.

51,209. Why did not they come to state them?—Oh, they were afraid that there would be a following day.

Lord *Kenyon*—continued.

51,210. Afraid of what?—There would be a snowy day some time and that the landlord would come down upon them.

51,211. Do you not think that that fear is ill-founded: you are here yourself, I see?—Oh, no, I am not afraid myself.

51,212. I say you think that fear is ill-founded, do you?—Yes.

51,213. Do you think it would be better that landlords should issue a notice to say that their tenants may come forward if they choose?—Oh, certainly; if they did that may be people would have been more free.

51,214. Is not it rather an interference with the liberty of the subject?—Yes, certainly.

51,215. I mean giving them leave to do what they can do—is not that rather an interference with the liberty of the subject?—I do not know.

Mr. *Brynmor Jones.*

51,216. Did you hear Mr. Howell Powell's evidence?—Yes.

51,217. As to the general condition of things in this county?—Yes.

51,218. Did you agree with it?—Quite so.

Mr. *Brynmor Jones*—continued.

51,219. Are you a tenant farmer yourself?—Yes.

Lord *Kenyon.*

51,220. I have some questions by Mr. H. L. Stephen: "Who are your adjoining land-"owners?"—Sir Joseph Bailey one side and Mr. De Winton and the Dinas Estate.

51,221. Which Mr. De Winton is that?—Mr. Chas. De Winton. He lives in Brecon.

51,222. "Have you or your brother made a "friendly exchange with Sir Joseph Bailey?" —Yes, we did.

51,223. "Are your neighbours on the Peter-"stone Estate satisfied with their farms?"—Oh, yes, I think they are. Sir Joseph is a very good landlord, he keeps up the repairs so well.

51,224. Was not Battle End generally let as a gentleman's residence at a high rent?—No, because the landlord lived there himself at the time he had it. He died quite suddenly in March, so we had it in September.

51,225. "Was not the land in question land round Battle End?"—Yes, it was all round—all the land belonging to the seat was with us.

51,226. It was not let until your father had it?—No.

The witness withdrew.

Mr. William Williams called and examined.

Lord *Kenyon.*

51,227–8. You are the county surveyor for Brecknock?—Yes.

51,229. You have a statement I think?—Yes.

51,230. Will you kindly read it. You are agent for the Penpont Estate?—Yes.

51,231. Who is the owner of the Penpont Estate?—The Misses Williams are the owners now.

51,232. Please read your statement.—This estate is about 3,500 acres in extent and the number of holdings is 31. Some of the farms are small, from 10 to 66 acres in extent. The rent varies from 9*s.* to 19*s.* per acre, with but one exception, where it is a little over 20*s.* owing to the situation and quality of the land. The rents have been paid once a year, those due in September are paid in January the following year. Many of the present tenants were born on the estate, and some of their ancestors have occupied their holdings for generations, consequently there have been but few changes of occupation. Widows of tenants are allowed to retain their holdings and sons to succeed their fathers, and in some instances sons-in-law. When part of the property was sold eight years ago, several of the tenants were in a position to buy their holdings. The abatement made by the landlord during the last seven years has been 15 per cent., and 5 per cent. in addition in 1887 in consequence of the drought—previous to that date 10 per cent. was allowed, and owing to the loss of sheep which was sustained by

Lord *Kenyon*—continued.

some of the tenants the abatements were raised to suit the respective case of each tenant. In some instances an allowance of lime is granted to the tenant when a portion of the land is laid for permanent pasture. The tenants are allowed to kill the ground game. The annual amount laid out on improvements, alterations, additional buildings, and repairs, during the last 14 years has been 25 per cent. The family settled on Penpont property about 1640 and have lived on their estate. That is all my evidence.

Mr. *Griffiths.*

51,233. Were these tenants that purchased their holdings able to pay for them, or did they have to mortgage their property?—I believe they were able to pay. I am not able to answer you precisely on that point. I believe they were.

Mr. *Brynmor Jones.*

51,234. What parish is this estate in?—It is in the parishes of Penpont, Trallong, Llanspyddid, Maescar, Defynock and Llanilltyd.

51,235. Penpont is not far from Brecon?—Not far from Brecon—five miles.

51,236. Are the tenants on the estate mostly Welsh-speaking people?—Principally.

51,237. Very much what they are in the other parishes, I suppose?—Just about the same; perhaps a little more English.

Lord *Kenyon.*

51,238. In your opinion is there any reason for the fear that the tenants show in not coming forward?—Not in the least.

51,239. Is there any other reason why they do not come to give evidence?—Not that I am aware of.

Lord *Kenyon*—continued.

51,240–1. There are two questions by Mr. John Lloyd: "When did Mr. Appleby re-value the Penpont estate"?—Mr. Appleby valued the property in 1869.

51,242. "What per-centage of increase was made?"—The increase was 25 per cent. on the old rentals.

The witness withdrew.

Adjourned to Builth.

FIFTY-NINTH DAY.

Second Court.

Shire Hall, Brecon, Brecknockshire, Tuesday, 8th May 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART., IN THE CHAIR.

Professor RHŶS. | Mr. RICHARD JONES.

Mr. JOHN WILLIAMS VAUGHAN called and examined.

Sir *John Llewelyn.*

51,243. Do you reside at Velin Newydd, Talgarth?—Yes.

51,244. Are you a magistrate?—I am a justice of the peace for Brecon and a county councillor for Breconshire. The estate belonging to my father and myself is something over 6,000 acres in this and the adjoining county. As far as I know the relationship between landlord and tenant on the estate has been of the most cordial description. I can answer with confidence for myself and father, and, if I may judge from the costly and beautiful presentations I received on the occasions of my coming of age and marriage, those feelings have been fully shared by the tenantry. My father, who has a thorough practical knowledge of agriculture for many years, was his own land agent, and always let his farms and received his rents himself. Changes of tenancy used to be very rare, but of late years they have been more frequent. I am glad to say many of the tenants have left in order to take larger farms, the farms on our estate being, as a rule, small. Some families have held land on the estate for the last 150 years or so. A distraint has never been levied in my or my father's time, and we have no record of one ever having been levied on the estate. The sum of over 8,000*l.* has been expended in new buildings and drainage, without counting the ordinary repairs, since my father succeeded to the property, now nearly 50 years ago. I have never heard of any demand for leases. I never remember having been asked for a lease, and should certainly have no objection to grant one if required. Ten per cent. reductions were given in the years of depression. It has never been the custom on the estate to prefer one tenant to another on account of his religious or political views, and I have not the remotest idea to what religious denomination one-half or two-thirds of the tenants belong. I do not believe that in this neighbourhood any preference is shown on this account, as, although I often have letters from landlords asking what was the character as farmers of tenants or their sons, I never hardly remember having this

Sir *John Llewelyn*—continued.

question asked. If it was I certainly should not answer it.

I consider that on the whole the farmers in this part of the country do very well. It is true their sons and daughters often work for years on the holding for little or no wages. But then they get, if I may use the expression, deferred pay, as when they marry and set up for themselves, the fathers are expected to, and, indeed, nearly always do, stock their farms for them.

I think the tenant should have complete security for unexhausted improvements—no consequence what time may have elapsed since they were executed. For instance, I will put a supposititious case. Say a farm is let at 100*l.* per annum, its fair market value in the then state of the farm. Suppose the tenant drains and clears 20 acres of rough land and makes the farm worth 120*l.* per annum, and further suppose the farm is sold, the purchaser would have to pay an enhanced price owing to the increased rental the farm would command. It would clearly be unreasonable to expect the purchaser to compensate the tenant for his outlay, and the tenant ought to receive compensation out of the purchase money of the farm. The Agricultural Holdings Act, 1883, is good as far as it goes, but I do not think it goes far enough in compensating the tenant for improved letting value.

With regard to game, I have never had any difficulty with the tenants, and I have always found them most anxious to show sport, and very pleased to see me going over their land, and I can confidently say I do not now know of a single estate in either Breconshire or Radnorshire on which damage to any appreciable extent is done to the tenant by game, all or nearly all the land on which game is heavily preserved being in the owner's hands. I think the letting of sporting rights over estates a very fruitful source of trouble. A shooting tenant naturally cares little or nothing for the tenants, and having paid his rent expects to get the utmost amount of sport possible out of the estate. Of course there are exceptions. I think there should be a

Sir *John Llewelyn*—continued.

cheap and easy way of assessing damage from game which may be sustained by the agricultural tenant. I think the Ground Game Act has, on the whole, worked well, and has improved the relationship between landlord and tenant.

I am a strong advocate for light railways. I believe in many parts of the country if cheaply made they would pay and be a great boon to both landlord and tenant.

I do not myself believe a land court is wanted, as my experience is that the Welsh farmer is a very shrewd individual and well able to look after his own interest. I do not, however, think that if one was established we should have anything to fear from it. I am very much in favour of the establishment of small freeholders, and I think that the Government might with great advantage lend money at easy rates to assist farmers in the purchase of their holdings. At the same time I should strongly deprecate any legislation that would tend to destroy confidence in the security of real property in Wales; as I believe it would drive capital out of the country, and make still harder and more difficult the position of the mortgaged freeholder, often, I fear, at present hard enough.

Mr. *Richard Jones.*

51,245. Do you think there would be any desire amongst tenants to purchase their holdings providing they felt secure?—I do not quite follow you.

51,246. Provided they had security of tenure?—Yes, I think in some cases there would be. I think a man would like to think that he was the holder of his holding himself; and it would likewise give them an opportunity of investing their savings, when they had savings. They might not have enough to buy a farm, but they might have a portion towards it, which they now find a difficulty in investing. That is shown unfortunately by the great amount of money lost in this neighbourhood by the Balfour group of companies.

51,247. Supposing when a tenant dies he leaves his farm to his eldest son, he would have to charge his property in order to give something to the other children?—No doubt that is a difficulty.

51,248. What is the chief difficulty?—No doubt that is one of the things that tends more than anything else, I should think, to destroy small holdings.

51,249. Do you think the Agricultural Holdings Act requires amendment?—I think it ought to be amended in the sense that where it can be proved that the tenant has improved the letting value of the farm by any improvements, he ought to be compensated for them.

Mr. *Richard Jones*—continued.

51,250. Did you hear the evidence of Mr. Owen Price this morning?—I did.

51,251. Do you endorse what he says with regard to the general improvement of a holding, that is, providing that some means could be arrived at by which the value might be assessed?—Yes, I think I do to a certain extent.

Professor *Rhŷs.*

51,252. Have you any suggestion to make as to how to get over the difficulty about shooting tenants. We have heard a good deal about it, and you notice it in your statement. Do you not think it would work if the tenant were allowed to let the shooting, and be charged a higher rent accordingly by the landlord?—The only difficulty of that is that shooting is more valuable when it is let over a considerable area than over a confined area. For instance, the shooting would be more valuable per acre over an estate of, say, 2,000 acres than over an estate of 100 acres.

51,253. You mean that on a large estate the shooting is let perhaps to one man?—Yes, perhaps to one man.

51,254. Still, it is a considerable source of irritation?—I do not know of one at the present moment, but I believe difficulties often do arise from that source. I think, as a rule, when the shooting is kept in the hands of the landlord, unless he is very foolish, no difficulty arises as to game, but when it is let to a third party there are difficulties which arise.

51,255. I quite agree as to the tenants being shrewd, but there seems a reluctance to see that anything is done in writing on their part, or to give a notice at the proper time for the improvements and so on?—I think that reluctance is dying out. I think the cause of that very much is that until recently a great many of them were not well educated, and they hardly knew the effect of what they were signing, which has naturally made them careful.

51,256. You agree with Mr. Price that things are a good deal better in that respect?—Undoubtedly. Now we find no difficulty in getting them to sign agreements for letting.

51,257. Perhaps when they were more ignorant they were afraid of signing anything?—Yes.

51,258. You touched upon the question of light railways. Do you mind saying where you think light railways would answer in this county?—I have not gone into that question, but I think a good many places now far from railways would be very much improved if there were some means of communication.

The witness withdrew.

Major E. Lister recalled and further examined.

Sir *John Llewelyn.*

See 36,123–36,150.

51,259. You are the agent to the Duke of Beaufort, and I understand you desire to rebut the evidence of one Mr. Pugh, given in Monmouthshire, at Chepstow?—Yes.

51,260. I understand that you, Major Lister, gave notice of your desire to give this evidence at Crickhowell yesterday, and a notice was also given to Mr. Pugh that his evidence was to be rebutted there. He was not present, neither were you. I think that ought to be stated, because we take your evidence to-day instead of yesterday, and Mr. Pugh is not here to-day?—It would have suited me much better to have come yesterday. There was a mistake in the telegram I received, and I did not get it in time to get to Crickhowell.

Assistant Secretary.

Mr. Pugh states in a letter that he regretted he was unable to attend the sitting of the Commission yesterday. He gives satisfactory reasons for not doing so, but notice has not been given to him that his evidence was to be rebutted here to-day.

Sir *John Llewelyn.*

51,261. What is it you desire to rebut?—Mr. Pugh stated that Mr. Verrinder, that is the late agent, and the head woodward, told the tenants that they would have to give up their places if they did not vote for his candidates for the school board election. I have brought the head woodward in question here to-day, and he will rebut that.

The other statement with regard to the head woodward which he will rebut is this, Mr. Pugh states that Henry Williams said they had marked him after the 1885 election, and that Henry Williams had considerable influence over Mr. Verrinder. Henry Williams will rebut that.

See 36,114, near end.

Then I rebut something he said about cot rents. Mr. Pugh says in his evidence that there are a great number of cot-rent places in our district. "These places were taken in genera-
" tions back off the common and the lord of the
" manor claimed an acknowledgment."

Sir *John Llewelyn*—continued.

51,262. Do you rebut that?—Yes, he says:
" which acknowledgment seems to have been
" generally 1*s.* a year, but as time went on the
" poor people and their children and descendants
" or whoever got the places, were made to pay
" more, until in some cases the full value was
" reached or the owners driven from their homes
" the houses being in some cases pulled down,
" and the land let with another farm, or planted
" with larch. Here are two cases of cot rent
" being risen. Ann Jones, a widow of 75 years
" of age, who lives in the parish of Trelleck, and
" whose father paid one shilling a year, now has
" to pay 2*l.* 5*s.*, and Mrs. Williams, Penarth
" Mill, also a widow, who has to have relief,
" and whose ancestors paid a shilling a year, is
" now charged 2*l.*

With regard to Ann Jones, I say Ann Jones was an expired leasehold, not a cot rent, at 3*s.* a year. At the expiration of the lease the premises should have been given up in a tenantable state of repair, but in this case the house was nearly down, and the Duke has at his own expense, re-built the house and re-let the same, with 2 acres 3 roods 8 perches of land at 2*l.* per annum since 1882, and in 1892 the rent was farther increased to 2*l.* 4*s.* to include tithe

51,263. Is the rent 2*l.* 4*s.* and not 2*l.* 5*s.*?—2*l.* 4*s.* He said 2*l.* 5*s.*

Professor *Rhŷs.*

51,264. Is that to Ann Jones the same tenant?—The same tenant.

Sir *John Llewelyn.*

51,265. The increased rent is in respect of new buildings?—The house was rebuilt and this extra land was let with it, and of course after the Tithe Act it was added on to the rent book, and it brought it from 2*l.* to 2*l.* 4*s.*

Mrs. Elizabeth Williams near Penarth Mill, is a similar case, and was never a cot rent. That is all I have to rebut. The woodward will tell you the statement with respect to himself and Mr. Verrinder is not true.

The witness withdrew.

Mr. Henry Williams called and examined.

Sir *John Llewelyn.*

51,266. What is it you desire to rebut?—I deny this charge brought against me and the late Mr. Verrinder.

51,267. What was the charge. Mr. Pugh said the name of the official was Lewis Williams, the head woodward?—My name is Henry Williams.

51,268. Was there a man named Lewis Williams?—Yes, there was a Lewis Williams, but I am Henry Williams, the head woodward there then.

51,269. You are the head woodward, but your name is Henry Williams?—Yes.

Sir *John Llewelyn*—continued.

51,270. There was a head woodward named Lewis Williams?—There was a man named Lewis Williams, but not the head woodward.

51,271. I see he corrected that in his evidence afterwards. Were you about with Mr. Verrinder who was then the agent?—I was. *See* 36,123 36,150.

51,272. Did you hear words to the effect that Mr. Pugh stated that Mr. Verrinder and the woodward told tenants they would have to give up their places if they did not vote for his candidates for the school board election?—I never heard the words spoken, they were not spoken there when I was with Mr. Verrinder.

Sir *John Llewelyn*—continued.

51 273. You deny that you ever told agents that they would have to give up their places if they did not vote for Mr. Verrinder's candidates for the school board election?—I do not know when.

51,274. Were you with Mr. Verrinder on the day mentioned?—I was in his presence all the time.

51,275. You deny that either you or Mr. Verrinder said anything of the kind?—I do.

51,276. And when you were in his presence did he use any words such as are alleged to have been used?—Not at all.

51,277. Did Mr. Verrinder ask for their vote and interest on behalf of the candidates?—That is it.

51,278. Was that all?—That was all; nothing else.

51,279. If Mr. Pugh stated that Henry Williams, that is you, said that they had marked him after the 1885 election, and that Henry Williams had considerable influence over Mr. Verrinder, would that be true?—I should deny that.

Sir *John Llewelyn*—continued.

51,280. Do you deny that you had any influence with Mr. Verrinder?—I do.

51,281. Mr. Verrinder is dead?—Yes.

Mr. *Richard Jones.*

51,282. You do not deny this statement, that the agent went round calling on the tenants?—No.

Sir *John Llewellyn.*

51,283. This is a question handed in by Mr Lee: "Do you ever canvass for votes for the "friends of the Duke"?—Yes.

51,284. Mr. Vincent asks: "So far from "having any influence over Mr. Verrinder, "was not the fact the other way?—The other way.

51,285. He had influence over you?—Yes. I deny the charge entirely.

The witness withdrew.

Mr. Samuel Williams called and examined.

Sir *John Llewelyn.*

51,286. Do you reside at Talybont?—Yes.

51,287. Were you the occupant of Llwyn-bedw, Aber?—Yes.

51,288. Who did you take the farm from?—From Mr. Edwards.

51,289. When was that?—In the year 1882.

51,290. The landlord's brother had been occupying the farm before, had he?—Yes, for 17 years.

51,291. Why did he give up the farm?—The reason he told me was that he could not pay for it.

51,292. To his brother?—Yes.

51,293. Then you took it in 1882?—Yes.

51,294. Did you take the stock?—Yes.

51,295. How was that arranged?—By a valuation.

51,296. Where was the tenant at that time?—Living in the house.

51,297. Did you make any arrangement with him as to when you should go into the house?—He was living in the house before, and he came down to my place and offered me the farm several times before I was willing to take it. I did not offer to take it. He was leaving because he could not make it pay. He wanted me to take the stock on a valuation between him and me. We did. He would not let the farm to me. I was obliged to go to his brother, the owner of the farm, to take it. I did. The first thing I told his brother was this. His brother wanted to live in the house for a certain time, until he got a place elsewhere, and he asked me if I wanted the house. I said I did not want it for a time, but I could not do with a farm without a house. He said, "I have no "place to go to at present, and if you could "shift for six or 12 months I shall try for a

Sir *John Llewelyn*—continued.

"place to go to." "Well," I said, "I will "make shift." He kept on living in the house all the time. I expected he would arrange with me what he was going to pay for the house during this time, but he would not say anything. I did not like to be very harsh upon him, so we went on like that for 2½ years. I asked him before that two or three times to have a clear understanding about the house, and what he was going to pay for it. He would not give me any answer. Then I put the question straight to him, "I must have a "clear understanding. What are you going to "pay me for the house? I cannot afford to "leave the house and pay for a house for the "workmen elsewhere. Then he told me, "I "did expect to have the house for nothing." I said, "Well, why did you not tell me at the "time? Now, the question is this, you could "not make the farm pay, having the house and "all privileges, and yet you expect me to pay "for a house for my workman, and he is not at "home to look after anything at all. How "can you expect me to pay for a house for "you?"

51,298. Were you paying the same rent at that time as he paid with the house?—The same rent.

51,299. In addition to that you had to provide a cottage for your man elsewhere?—Yes.

51,300. How far away was that cottage?—Near half a mile.

51,301. Where were you living?—I was living down in Talybont. I did not live in the farm.

51,302. Did you go into the house after all?—No, he would not give it up.

Sir *John Llewelyn*—continued.

51,303. You put down in the *précis* that you lived down in the house for 2½ years?—He lived there.

51,304. How long did he live in the house after you had taken the farm?—Two-and-a-half years before we had a clear understanding about the payment of the rent. Then I sent two parties to value the house, Mr. Price the auctioneer, of Brecon, was one, and another party from Brecon along with him.

51,305. You sued him for the rent of the house?—Yes, after I had had the house valued.

51,306. What was the amount for which you sued him?—He would not pay without suing him to the county court.

51,307. What was the valuation?—12*l.* per annum.

51,308. The total claim would be 30*l.*?—Yes. When we came to the court the judge reduced the value of the house from 12*l.* to 10*l.*

51,309. Did he give you judgment for 2½ times 10*l.*, namely, 25*l.* instead of 30*l.*?—Yes.

51,310. What happened upon that?—Well, he had to pay.

51,311. Anything else?—He lived in the house afterwards; he would not come out of the house at all. In another 12 months I had to sue him again to the county court, but we had no judgment that time, he paid in.

51,312. What action did the landlord take?—Well, he did not do anything at all, only this. When I took the farm I paid 5*l.* for the yard manure on the farm, and it was for two years on the yard, I believe, part of it at any rate. I paid his brother 5*l.* for it. I did expect that the landlord would allow me 5*l.* when I was leaving the farm. Well, he gave me notice afterwards.

51,313. When did he give you notice? How soon after the action?—After the second action I had the notice.

51,314. How soon after that?—About 12 months.

51,315. How long would that be after you first took the farm. Would it be 3½ years?—No, five years altogether.

51,316. The statement here is that you won your case, that the county court judge took 2*l.* off the rent, and, 12 months after, the landlord gave you notice to quit. That is 12 months after the second action?—Yes.

51,317. Have you got that notice to quit?—I have not got it here.

51,318. Does it state any reason?—No.

51,319. Have you any other statement to make?—Only about the yard manure. I gave his brother 5*l.* for the yard manure which was on the yard when I took it. When I was paying the last half year's rent I kept 5*l.* back, and thought the landlord would allow me the same as I gave, because I left just the same quantity of manure on the yard as I had when I took it, but he threatened to sue me to the court for the 5*l.*, and rather than have any further dispute I paid it.

51,320. Have you anything else to say?—About the game. I thought I had been at a great loss in different places, not in that place, because there is no game on that place,—but in other places I have suffered great loss owing to the ground game and the winged game. My wish is that this game law ought to be abolished altogether. It would spare all the unpleasantnesses and disputes. I have been to the court here, and obliged to pay a lot of expenses to protect myself.

Sir *John Llewelyn*—continued.

51,321. What is the law you wish to have abolished?—Well, the winged game law.

51,322. Do you know what the law is?—Well, not altogether.

51,323. The law, I believe, is that in the absence of any agreement the winged game belongs to the sitting tenant, the occupier?—Yes, but it is not often we can get that.

51,324. You think tenants should be protected in the agreement?—Well, I think it would save a lot of unpleasantness and disputes.

51,325. Do you know the Ground Game Act?—Partly.

51,326. Was that in operation when you were a tenant?—No, not the first time.

Mr. *Richard Jones.*

51,327. Would you be satisfied if you had a concurrent right with the landlord to shoot the winged game?—Well, in the face of that there is this. No doubt the law is protecting the tenants as it is at present, with regard to the ground game, but it only causes unpleasantness all through. I believe there should be no agreement made about it at all.

51,328. No game laws at all?—No agreement at all.

51,329. If I understand, what you want is perfect liberty to shoot everything that comes in your way?—Shoot what is on the farm after I take it.

51,330. Supposing you had the liberty of shooting the winged game and also the ground game, you would be troubled to a certain extent by poachers, would you not, so that you would suffer in that way?—It would be my duty to look after that.

51,331. You think you could manage the poachers right enough if you had the right?—It is my duty to do with them as I can.

51,332. Did your landlord tell you that he was giving you notice in consequence of your suing his brother for the rent of that house?—He did not tell me so, but I put it down that it was for that.

51,333. What is the custom of the country with regard to manure?—I do not know exactly, but I paid for the manure then.

51,334. Is it customary for the incoming tenant to pay the outgoing tenant for the manure which remains on the farm?—I cannot tell you exactly.

51,335. If that is the case, you could recover payment for the manure you left on the farm?—Well, I thought I could.

51,336. Well, you could?—When he threatened to sue me to the court for it, I thought I

Mr. *Richard Jones*—continued.

would finish it off at once, and I would not have anything more to do with it. I believed I could not charge him for it. I was wrong in paying for the first—that is my belief of it now.

51,337. I suppose you went away against your will. You did not care about leaving the farm?—Well, after I had brought the farm to a certain condition—and I did improve the farm very much to the satisfaction of all the neighbours—it was not very pleasant for me to leave it.

Mr. *Richard Jones*—continued.

51,338. Have you any remedy to suggest with respect to that state of things?—I believe there ought to be a land court to do justice between party and party. The weakest party has generally to suffer the most loss.

51,339. You think a tenant should be protected from being turned out of a farm without some satisfactory reason?—Yes, I do.

The witness withdrew.

Mr. David Watkins called and examined through an Interpreter.

Sir *John Llewelyn.*

51,340. Where do you reside?—Llwynynn.

Professor *Rhŷs.*

51,341. What do you wish to say?—The rents are too high in our district generally. I refer to the estate of Mr. Watkin Lloyd Downes chiefly. The lands which were 40*l.* rent are now 60*l.* and 65*l.*, and I do not consider that they are worth more now than they were before.

51,342. When did they raise these rents?—About 20 years ago. The tenants had improved them and had drained them themselves, and they had taken away hedges and put in new hedges, and straightened the fences. The tenant of Dworallt has spent all the value of his stock to pay for the land, and now he is a pauper in our parish.

51,343. Did he sell his stock in order to pay this money?—There was an auction about two years ago, and he had only about 12*l.* over. When the stock was pretty high it was worth about 700*l.*

51,344. Have you anything more to say?—I have nothing more to say about that. I have another case. Too many lands are rented together consolidated. There are two and three, four and five farms put together.

See 53,957. 51,345. Where is this?—In the parish of Llywel near Trecastle; the same in the parish of Cray, just the same as with us. There has been a rise in the rents there on the estate of Tanygraig of from 35*l.* to 55*l.*

51,346. When was that?—I cannot say exactly; about 15 years ago; and I do not consider that they are worth more now than they were then.

51,347. Did the tenants who gave the money think they were worth more, do you think?—Oh, no, but there was one of them who was lately borrowing 50*l.* to pay the rent.

51,348. At that time they thought it was worth the money?—No, I do not think so, but they thought probably that better times would come, and on that supposition they borrowed money and spent everything. I have not much more to say.

Professor *Rhŷs*—continued.

51,349. Do you speak for others besides yourself?—Yes, but the same thing has been done with me pretty nearly.

51,350. Have you been authorised to speak for other people?—Yes, I have been appointed by a committee.

51,351. Which committee?—The committee of farmers at Trecastle. The small agents about this country take revenge on the farmers. They will not give them anything, and they will not allow them any small repairs and other things required on the land.

51,352. What do they take revenge for?—Refusing to grant things that they might otherwise do.

51,353. What do you mean by "revenge"?—It is the language of the Bible.

51,354. I do not see that. Supposing you do not agree with a shopkeeper, and he asks more than you want to give, you would not call that revenge?—Doing anything contrary to their wishes.

51,355. What kind of things?—Several things.

51,356. Name some things?—If the agent refuses to grant a repair which the landlord would allow, that I consider revenge.

51,357. I do not think you appreciate your meaning of the word "revenge." Do you mean that they act unfairly towards you?—Yes.

Sir *John Llewelyn.*

51,358. Are you not on very good terms with your agent?—There is no agent at present.

Mr. *Richard Jones.*

51,359. Have you retired?—No, I have bought the farm that I hold.

51,360. Why were you appointed to appear on behalf of this committee to give evidence?—I do not know.

51,361. Was it because you were in an independent position, and no one could revenge on you, as you say?—It is possible that that was a reason, but I cannot say.

51,362. Do you think that there is any fear among the tenant farmers of appearing here to

Mr. *Richard Jones*—continued.

give evidence?—Yes, many of them fear it greatly.

51,363. How many were present at the meeting at which you were appointed to represent them?—There might be 15 or 20—I cannot say exactly—more or less.

51,364. Has Mr. Watkin Lloyd Downes made any abatements?—2*s.* in the £ the last two years, so far as I know.

51,365. Were the tenants satisfied with that?—No, it did not satisfy them, but they preferred that to nothing.

51,366. Do the tenants complain that rents, having been raised on good times, they do not come down on bad times?—Yes, of course. There is an instance of one of them having become a pauper.

51,367. Has the owner of this Tanycreig estate made any abatements?—I have not heard.

51,368. Is he a large landowner or a small one?—A large landowner.

51,369. Who are generally the best landlords, the large ones or the small ones?—The large landowners are by far the best as a rule.

51,370. Have you any remedy to suggest to protect the tenants of small landowners from paying high rents?—Well, I should like to see from five to seven farmers in every parish chosen who understood the value of the land, to value the land.

51,371. And to adjust rents?—Yes, to fix on what would be fair between the tenant and the landlord. I mention that because I consider that the men who live in the parish understand the value of the land better than strangers. I consider that they could do justice to the valuation.

Mr. *Richard Jones*—continued.

Sir *John Llewelyn.*

51,372. When you bought Llwynynn did you borrow any money wherewith to pay for it? Do not answer the question unless you like?—No, I had not enough; I had a good deal. I had enough with the help from a cousin of mine.

51,373. What rate of interest would you have to pay?—3 per cent

51,374. You got it cheaper because you were a cousin, I suppose?—I cannot say, I am sure. Perhaps it was that he saw it was a safe investment.

51,375. You would not be much benefited by a Government loan?—No.

51,376. I suppose you did not get any abatement in your rent?—No.

51,377. This is a question put in by Mr. Lee: "Do you know of any farmers who were afraid "to come forward to give evidence before the "Commission?"—It is a very difficult matter. It is difficult to say any one personally, but we gather that a good many are in that state of mind.

51,378. You cannot name any?—I name nobody; I prefer not to do so.

The witness withdrew.

Mr. Thomas Powell called and examined.

Sir *John Llewelyn.*

51,379. What are you?—An auctioneer and farmer.

51,380. Where do you reside?—Cathedine, Bwlch.

51,381. I believe you are a delegate appointed at a meeting?—Yes.

51,382. When was that meeting held?—30th June 1893.

51,383. Was that a meeting of the farmers held at the "Farmer's Arms" in Bwlch?—Yes.

51,384. You were requested to lay some evidence before the Commission?—Yes.

51,385. As to oppressive grievances complained of in that neighbourhood. Will you say what they are?—First, that there should be an equalisation of rents, with a permanent reduction of 30 per cent. all round to meet the depression that farmers have had to contend with in consequence of the low prices of stock, corn, and so on, realised during the last years, and the advanced wages and taxes which must be met.

51,386. Is that not rather a contradiction in terms, equalisation of rents and then a permanent reduction of rent all round?—An equalisation of rents first we meant.

51,387. First get them equalised?—Yes.

51,388. And afterwards a peremptory reduction of 30 per cent.?—Yes, I believe that was the meaning of the meeting, also that there should be an impartial land court appointed to hear all grievances which might accrue hereafter on either side, with power of compensating for all unexhausted improvements. The game question should be abolished entirely. Through the game and game keepers there are continually serious grievances and unpleasantness occurring between landlords, game preservers, and tenants.

Sir *John Llewelyn*—continued.

51,389. Is there anything else you wish to say?—That is all I have to say.

Professor *Rhŷs.*

51,390. You said equalisation of rents. Do you think that some of the farmers are paying too little in the district?—I know the rents are not equal.

51,391. Where does the shoe pinch? Is it that some are paying too little?—Some have cheaper farms than others at any rate.

51,392. Do you want to raise them?—Well, equalise them in some way, I suppose.

51,393. You would bring some down and put some up?—Very likely.

51,394. One half of that is rather a dangerous suggestion for you to make, is it not?—I do not know; that was the opinion of the meeting.

Professor *Rhŷs*—continued.

51,395. You feel the game difficulty to be a considerable one in your district?—Oh, a torment.

51,396. How do you propose to get rid of it altogether?—To abolish it, not to allow anyone to preserve game unless they would enclose their covers for it.

51,397. Do they not have enclosures now? Do they not wire off the warrens and so on?—Some do.

51,398. What is it you complain of chiefly in the way of game—rabbits?—Rabbits and pheasants principally.

51,399. With regard to rabbits, you have the right to shoot them?—Yes, but the general opinion there is that there is more trouble with that than what it is worth.

51,400. So that they do not venture to kill them?—They do kill them, but they cannot keep them down by doing so.

51,401. Then you suffer from pheasants?—Yes.

51,402. Do you apply for compensation for the damage done?—I do not.

51,403. Do the tenants of your district do so?—Some of them do, and I know they have been compensated.

51,404. Even that you think does not do away with the difficulty?—No, I do not. Through the game there is a great deal of unpleasantness between farmers and gamekeepers, and landlords and tenants.

Mr *Richard Jones.*

51,405. How would you constitute the land court?—I would not like to suggest that, but I expect that you would suggest which way it should be constituted.

51,406. I was thinking you might help us a bit?—I should think the Government must do it; it would come to that.

51,407. You have no suggestion to make yourself?—No.

51,408. What do you say should be the functions of the court?—Power to fix rents and consider the compensation for all unexhausted improvements.

51,409. Anything else?—Yes, I have a little bill here that was put in my hands to bring before you gentlemen, if you will kindly look at it; that is just to prove to you the grievance that we have in respect of the keepers.

£5 *Reward.*

"Whereas, some evil-disposed Person or Persons have

Poisoned

2 valuable sheep-dogs, the property of Mr. Evan Griffiths, Noyadd, in the parish of Llangasty, Talyllyn:

"Any person who will give such information as will lead to the detection, conviction, and punishment of the offender or offenders, will receive the above Reward.

Evan Griffiths."

Mr. *Richard Jones*—continued.

51,410. In what way is that a grievance against gamekeepers?—Well, it is a general occurrence in the neighbourhood.

51,411. How do you know it is the gamekeepers?—Well, it has been proved against some of them it is so. One has been convicted.

51,412. In this case?—No, not in that case, but the reward is offered now. That is within two miles from where I live.

51,413. You jump to the conclusion that it is a gamekeeper who has done this?—Well, it is the opinion of the neighbourhood.

51,414. There have been convictions?—Yes.

51,415. And some of the game keepers have been convicted?—Yes.

51,416. How many?—I know of one case particularly; that was fought here some time ago.

51,417. About how long ago?—It would be in the month of October, if I remember right.

51,418. Is he a gamekeeper now?—He is a gamekeeper now.

51,419. On what estate is that?—On the Cathedine estate.

51,420. Do you contend at present that farmers are paying impossible rents—rents that cannot be made out of the farm?—I think so. I gave up a farm myself last year because I could not make my money out of it.

51,421. Yet you bear a good character as a tenant farmer in the neighbourhood?—Well, I do not know. I occupy under the same people. I have been a tenant ever since I have been in business.

Sir *John Llewelyn.*

51,422. Are you a landowner yourself?—Yes, I have a little estate. I live in my own place and I rent as well to it.

Mr. *Richard Jones.*

51,423. Do you think that landlords really realise the position of things?—Yes, on some occasions at any rate.

51,424. They think they do their duty when they give about 10 or 15 per cent.—that is the general allowance—whereas you say they should make a permanent reduction of 30 per cent.?—Yes, according to this meeting.

51,425. Is the competition for farms very keen?—Yes.

51,426. Always a number of applicants?—Plenty.

51,427. Of course, that is a means of keeping up the rents?—Yes.

51,428. Does anyone apply for farms except *bonâ fide* farmers. Do you find any people from the towns who have a liking to come out into the country, applying?—No, not for some years. Years ago, when farming was going well, there were plenty of townspeople coming out.

51,429. That would send rents up to a fictitious value?—I have no doubt it did in many cases.

51,430. Your contention is this, that the rents should come down?—Yes, 30 per cent.; that was the opinion of the meeting.

Sir *John Llewelyn.*

51,431. This is a question by Mr. Vincent: "Can you give the name of any gamekeeper "convicted for poisoning dogs in the petty "sessional division in which you reside?"—No, I could not, but I could give the name of the gamekeeper who has been convicted for shooting dogs. I should say in the last dozen years there have been 40 or 50 dogs killed in this neighbourhood.

Sir *John Llewelyn*—continued

51,432. You do not know by whom?—Well, it cannot be proved, of course. There is no one else likely to do it besides the keepers

The witness withdrew.

Mr. Griffith George called and examined through an Interpreter.

Sir *John Llewelyn.*

51,433. Where do you reside?—Gellygarn.

51,434. What is it you have to say?—The rents are much too high in the parish of Uchellawer and Gwenwddog, Pencae, and other farms.

51,435. Are you a tenant farmer?—Yes.

51,436. On what estate?—David Davies, Gellygarn.

51,437. Is he a large landowner?—No, only that farm. The next point I wish to speak of is in reference to improvements without compensation. Castell Du and Pantmadog are the farms I refer to as instances of improvements without compensation. The next thing is, very poor houses frequently. I have nothing else to say.

51,438. Are you better off as a tenant farmer or as a freeholder?—I am not a freeholder.

51,439. Which do you think you would be better off as?—I should prefer to be on my own land very much.

51,440. Then you would have to do your own repairs?—Yes, that would be so, but I should not be asked to pay rent.

51,441. But you would have to pay interest on the purchase money?—Well, those that have no interest to pay are far better off. They are better off even if they have to pay interest and have to do their repairs; they know who it is for, they know it is for themselves.

51,442. What is the principal thing you want to say?—I should like to refer to Gwenwddog in relation to improvements without compensation. I remember it was rented at 54*l.*, now it is 75*l.* Pencae, I remember some years ago, at 16*l.*—about 15 or 16 years ago—and it is now 30*l.*

51,443. Do you know the Agricultural Holdings Act?—Yes, I do; but it is not the value of this paper which I hold in my hand.

51,444. Why?—The landlords make the Act of no effect by their agreements.

51,445. Do you know the clause by which they cannot contract out of it?—The law is not compulsory. I do not believe it is. The landlords put into the agreement that the Agricultural Holdings Act does not apply.

51,446. Is that in force since the Act of 1883?—I have not gone into it so minutely as that.

Mr. *Richard Jones.*

51,447. When were the rents advanced on the three places you mentioned?—Gwenwddog about 30 years ago, and Pencae about 15 or 16 years ago.

Mr. *Richard Jones*—continued.

51,448. Was that raised from 16*l.* to 30*l.*?—Yes.

51,449. Were there any new buildings erected on Pencae to account for that large advance?—They repaired the dwelling-house to some small extent only—thatched it and plastered it.

51,450. They advanced the rent for that?—Yes.

51,451. Who is the landowner?—Mrs. Powell, of Pantyscallog.

51,452. Does she hold any other farms?—She holds some 15 or 20 farms.

51,453. Does she employ an agent?—No, I do not think she does.

51,454. Did the tenant complain of the advance in the rent to 30*l.*?—Yes, he complained of it very much.

51,455. Why did not he leave the place?—Well, it is so difficult to get any place to go to. The landlords act just as if they were eager to raise the rents one above the other.

51,456. There is a sort of rivalry between the landlords to raise the rents, you mean?—Yes.

Sir *John Llewelyn.*

51,457. There are some questions handed in by Mr. Gwynne Holford: "Do you rent land "under more than one landowner"?—Yes.

51,458. "Have you any complaint against the "owner of Aberhirwen"?—Mr. Gwynne Holford is a very good master, but his rents are rather high.

51,459. "What reduction or allowance have "you received the last year"?—Fifteen per cent. He is a capital master, but his rent is very high.

51,460. Then there are two questions by Mr. Vincent: "You say the landlords contract out "of the Act of 1883. Do you produce any "agreement showing this"?—Yes.

51,461. Do you produce it?—No, I do not like to show it. My father bought Castelldu, and he made great improvements on it before he bought it, and he had to pay dearly for those improvements.

51,462. He had to buy his own improvements?—Yes. He had made improvements to the value of 150*l.* or 200*l.*, and he had to pay dearly for them. My father went down to the owner at Newport. He had hauled towards the buildings. He had done the haulage for the dwelling-house, and had to send 25 miles for much of the materials. He sent four gambos of flags for the floor

Sir *John Llewelyn*—continued.

of the house to Bwlch, and then about 15 miles to Glandawe to fetch the slates, and then four carts to Usk about seven miles, 27 journeys. Then to Penbryn about eight miles to fetch timber that had been sold. My father went down to Newport to the landowner, when he heard that the land was on sale, because he had done so much in the way of improvements, and he was not willing to lose the benefit of these improvements; he wished to buy the place, but he declined to name any price, and said that he was going to sell it by auction, and it was sold by auction. After the sale began it was announced that the purchaser was to pay the auctioneer five guineas, and another five guineas had to be paid to the solicitor for coming down from Gloucester. He was then to pay for the land. Now, it was one of the conditions that if my father was not ready to pay for the land he was to pay 5 per cent. interest; and if the vendor had not got the deeds ready, he was also to pay

Sir *John Llewelyn*—continued.

5 per cent. The landowner was not ready with his title deeds, and my father was obliged to pay the interest. My father was ready with the money.

51,463. You mean to say that because the landlord was not ready with his title deeds, your father had to pay his 5 per cent.?—8*l.* more than the rent. They demanded the interest on the money, and that came to 8*l.*

51,464. Have you anything else to say?—There is another thing my father had to do. He had to pay six guineas for going up to Gloucester to procure the deeds.

51,465. Did you send in any statement to the secretary?—No, I did not. The tenant of Pantmadog is here ready to give his evidence.

51,466. The rule is that we should have the evidence seven days before. We cannot put off those who have sent in their evidence for those who have not?—Very well.

The witness withdrew.

Mr. John Phillips called and examined.

Sir *John Llewelyn.*

51,467. Do you live at Trefecca, Talgarth?—Yes.

51,468. Are you a labourer?—Yes.

51,469. Have you had connexion with the land for a long time?—Yes.

51,470. For how long?—I have always had something to do with land from the cradle up.

51,471. Over 50 years?—Yes.

51,472. You wish to draw attention to the quantity of waste land in the parish of Talgarth?—Yes, and the wants of the labourers.

51,473. How much waste is there?—Several hundreds of acres, I have no doubt.

51,474. Mountain land?—No.

51,475. Land capable of cultivation?—Yes.

[*The following statement of the witness was read:*]

I beg your permission to lay before you as clearly as I can the position and wants of the labourer and his attitude in relation to the land question. The agricultural labourer is often charged with being indifferent to life on the land; to disprove this charge, and to show that he is driven away far more often owing to non-employment, I say the agricultural labourer has very often to break up his home against his will and to travel to strange places to seek employment, and part with his wife and family, and very often has to suffer great hardships. I should like to give one instance out of many of the same nature that have taken place, not in time of agricultural depression, but when the farmers could make their payments with little difficulty. There was in the same neighbourhood as myself a young married couple; the husband could not get employment in agricultural work; he was compelled to leave and went to the coal district. His wife refused to accompany him, and the separation so affected her that she died of a broken heart. The young husband also, in consequence of being obliged to work under unhealthy and unaccustomed conditions, very soon died and left three children. I have personally known scores of others who have also been compelled to leave the country for the coal districts; they were strong and healthy before the change, but are now dead. I have no hesitation in saying that most of them would have worked hard and saved the money necessary to purchase or rent a small quantity of land if it was possible to obtain any. In proof of the thrifty character of labourers generally I may say that every man of this class in the village where I live had saved money which they would have invested in land, but the greatest part of it is lost by the Liberator disaster. It is my opinion that many of those who now squander their earnings would save it all up if there were any inducement in the shape of land offered them. A journeyman in any trade has the prospect of reaching by industry and prudence to the rank of master tradesmen, but the chance is denied the agricultural labourers. It would be a very great blessing if some way could be devised that those who are anxious to remain on the land should obtain a small quantity, that they may be able to make their living out of the land. If it were as easy as it is now difficult to obtain land a great many industrious men would be directly benefited, and the producing power of the land increased. It would be possible for the inhabitants to grow their own food and not to be dependent on foreign countries for our supplies. I do not think the nation gets a fifth part of the benefit it should from the land, there are hundreds of acres of neglected land in the parish where I live. It is

Sir *John Llewelyn*—continued.

notorious that the land at present is not well and carefully cultivated; landlords are far more ready to increase the size of farms than to divide them and meet the wants of small farmers and labourers. In many cases the farms are too large for the capital of the tenant, the result is a great quantity of land going waste. With your leave, gentlemen, I will endeavour to show the difference in large farms *versus* small farms. I will take the largest in the neighbourhood, over 300 acres, rented very cheap; the result is bad farming. There is no doubt on this farm there is enough of waste land; if it were possible to collect it together and cultivate it it would support half a dozen families. The hedges are allowed to encroach on the fields to the extent of from 6 to 10 yards, the briars and brushwood are allowed to grow over the land. In contrast to this I may mention a small holding, a little over 26 acres, I think, rented at more than double the price per acre of the large farm; the result is the hedges are kept within proper limits, and every foot cultivated, but it is in a less favourable situation. Again, I will point out a smaller holding still occupied by a labourer, about 11 acres; the produce last year was not far short of 100*l.* in value. I took particular notice of the treatment of two adjoining fields on different farms, the one was well cultivated, the other was neglected, the value of the cultivated field was fully 10 times the value of the neglected field. I myself have petitioned the Brecknockshire County Council for a small holding, and was prepared to buy or rent a small field, but I was unsuccessful. I was informed that the council had no compulsory powers to take land, therefore the Bill is of no value to the industrious labourer. As far as I understand the allotment clauses in the Parish Councils Bill it is very little better as there is too much machinery to be put in motion. In my opinion the remedy to be applied is a measure to enable those who are anxious to improve their position by honest labour to obtain suitable land for this purpose readily. I would earnestly pray the Commissioners to advise Her Majesty's Government to this effect. I hope it will be clear to you that by a wise division of the land and a fair treatment of those who are willing to labour upon it, the condition of the industrious class will be one of greatly increased comfort; and that the present Commission should be instrumental in bringing this to pass speedily is the earnest prayer, my Lords and gentlemen, of your respectful servant, John Phillips.

Sir *John Llewelyn.*

51,476. I have one question handed in by Mr. Lee: "Have you heard of any demand for "allotments in your district?"—Yes.

Sir *John Llewelyn*—continued.

51,477. I think allotments are being made at Builth?—I do not know, I am sure.

51,478. It is too far for you to speak of, I suppose; you are at Talgarth?—Yes.

Mr. *Richard Jones.*

51,479. Do you find a disinclination among labourers to go to South Wales, that is provided they can get decent employment on the farms?—Yes, I do.

51,480. You think that the men would rather stay on the farms?—Yes, being accustomed to farm work.

51,481. Do you find that they are very strongly attached to their homes?—Yes. I am myself living on the spot where I was born.

Professor *Rhŷs.*

51,482. Do you think that they would stay on if they could get a house and garden or a small plot of ground?—Yes, I think they would if they could get sufficient ground to make a living by it.

Mr. *Richard Jones.*

51,483. What amount of ground would you suggest—sufficient to keep a cow?—Yes, or a little more.

51,484. Sufficient to keep two cows?—Yes, I should like something about 10 acres that I could make my living by.

51,485. Would you want to cultivate some of the land that you had?—Yes, part of it.

51,486. How would you cultivate it?—Grow some turnips and mangolds, something of that kind—potatoes.

51,487. Do you think it would answer your purpose to pay for the employment of a horse on the land?—Yes, by what I have seen others making out of a small quantity of land.

51,488. Do you think that really labourers after working a day on the farm care to go and work on their allotments?—There are no labourers employed in the district where I live—not on farms.

51,489. What are you then?—I am a labourer, but I am not working on a farm. I am working as a kind of general labourer, as we call it, doing all manner of work. I am seldom employed by a farmer.

51,490. Do you find this desire for obtaining a little land is keener among labourers who are not working on the farms?—Yes, I think it is because they have a little more time.

51,491. And it is more of a relaxation to them, of course?—Yes.

The witness withdrew.

Mr. W. S. MILLER called and examined.

Lord *Kenyon.*

51,492. You live at Forest Lodge, Brecon, and are a county councillor?—Yes.

51,493. You farm several thousand acres?—Yes.

51,494. You are a farmer by birth?—Yes, I was brought up to farming.

51,495. You are also an auctioneer and an agent for some estates in Brecknockshire?—I am.

51,496. Do you think that language, creed, or politics, make any difference between landlord and tenant?—No, not in general.

51,497. I think you know of some few exceptions, do you not?—I do not know of definite exceptions, but there are a few cases in which the understanding has not been perhaps quite as perfect as it would have been otherwise.

51,498. What is the ordinary tenancy—leases or yearly agreements?—Year to year.

51,499. What is your opinion of a lease?—I think it is a very great uncertainty, and in the present state of things I think it simply amounts to gambling.

51,500. Under what circumstances do you consider it so?—Particularly under the fluctuations of prices which have occurred, which I attribute very largely to the present currency laws.

51,501. Do you think that tenancy in Wales is reasonably secure?—I do. I think that there are quite as few changes of tenancy here as there are where I was brought up, namely, in Scotland, where they are nearly all leases.

51,502. So that the system of leases in Scotland would not give any greater security of tenure than the Welsh system of tenure?—No, taking them on the average I do not think they give greater security.

51,503. Would you state what your objections to legislation would be if that legislation proposed to give fixity of tenure?—My principal objection to fixity of tenure is one of principle. I believe that the party who is best able to use the land is the party who ought to have it—that the man who is able to produce most from the land is the man who ought to have it so far as the good of the nation is concerned, and the only market test and the practical test is, the man who can pay most for it is the man who in 9 cases out of 10 will produce most from it. I further object to fixity of tenure upon this principle, that I do not see why the strong should be protected against the weak, and small holdings are the steps in the ladder by which labourers and others who are industrious and thrifty rise into better positions, and I think those who can use land best are those who ought to have it, and they are those who are able to pay the best rents for it, and it is best alike for the landlord and for the nation.

51,504. What is your opinion about the penalising clauses in the agreements?—There are some agreements which I have seen in which I think the penalising clauses are somewhat excessive. There have been cases of compensation raised where there has been no desire perhaps on the part of the tenant really to enlarge the agreement, and claims have been brought against them in an inordinate way.

Lord *Kenyon*—continued.

With regard to re-entry, there is one question I would like to raise before the Commission. In most leases there is a clause where if the tenant becomes insolvent or bankrupt the landlord has power of re-entry. That I quite agree with, but we had a case in point, and that is what has brought the thing into my mind very strikingly. We had a case in point this year in which the tenant went bankrupt, and the agreement was such that the tenant was to consume the crop on the premises. The landlord stepped in and took possession. And then the creditors, or those who were acting for them, wanted to sell the stock. The landlord said, "No. I am "in possession. You are trespassers. You "must consume the crops there upon the land, "and we will not allow you to sell it." The landlord fortunately was reasonable in the end, and he saw the circumstances, and a fair settlement was arranged. But such a clause as that, if it can be enforced, is unjust alike to the creditors and to the public.

51,505. But though it was unjust it was not enforced in the case you name?—No. But the only point to my mind was that if it was insisted upon it could have been enforced.

51,506. What is your opinion about a land court?—I think that a land court would be satisfactory to neither landlord nor tenant. I believe that no one can say definitely what he is able to pay or likely to pay but the tenant himself, and if a third party comes in between them, and says the land is worth so much, if he thinks it is not worth so much he would naturally say, "I cannot give it," and leave. I believe that a land court would complicate very much the present circumstances, and would make the land very much less productive by withdrawing capital from the land, instead of adding to it.

51,507. Do you think it would have a prejudicial effect on the landlord's interest in his estate or not?—I think it would nearly do away with his interest in the estate.

51,508. What effect would it have on rents?—I think rents in all likelihood would be very much as they are, so far as the market value of them is concerned, provided the capital invested was as great, but I think there would be worse farming than at present, and I cannot see how a land court can settle rents at less than they are now if the circumstances are the same, because I consider that the value of a farm is exactly what you can get for it in the open market, and in most cases where a farm is vacant at present within a week or 10 days a dozen farmers are after it.

51,509. Are the buildings on the farms usually done by the landlord or by the tenant?—They are usually done by the landlord.

Lord *Kenyon*—continued.

51,510. Free of interest, or is interest charged?—In nearly all cases the buildings are done free of interest, so far as I am aware.

51,511. Who does the haulage?—Usually the tenant; and I think there is one amendment that ought to be made there perhaps, to the usage as it at present exists. I think there are very few cases of hardship where the landlords live and continue on and are succeeded by heirs, but I believe there are a good many cases of hardship where the estates are sold, or where by some accident the landlord is compelled to hand over his property to someone else, and I think there should be some way of compensating a tenant for the proportion of labour which he has expended which he has not been recouped, because there is no tenant who does haulage but with the expectation that he will reap some benefit for it.

51,512. To the extent of the haulage he has a *bonâ fide* tenant right?—Exactly. He has a *bonâ fide* tenant right.

51,513. The amount, I take it, could be very easily arrived at?—I do not think there would be any difficulty about that.

51,514. What is the custom in respect of drainage?—I believe that the custom varies considerably, but the usual custom is 4 per cent. on the outlay, and that is where the landlord does the drainage, and in such cases the tenant does the haulage free. Then in some other cases the landlord finds the pipes, and in other cases which I know of the landlord allows 1*s.* a perch for cutting, the tenant doing the other part, that is, when it is done conjointly.

51,515. What is the custom relating to change of tenancy?—Do you refer to compensation?

51,516. Yes?—So far as the change of tenancy with regard to compensation is concerned, in a considerable number of estates the incoming tenant has to pay to the outgoing tenant what would under the usual custom of the country be allowed, or what might be under the agreement allowed. It is settled between themselves, the landlord not interfering, but in a great many cases it is the landlord who settles with the outgoing tenant, and then the incoming tenant agrees with the landlord.

51,517. You think it is usually settled between the outgoing tenant and the incoming tenant?—Yes, usually it is so.

51,518. Do you consider there is any ground for saying that farmers are afraid to come forward and give evidence?—I do not think there is very much definite ground; at the same time I have an impression that there are some farmers who hesitate to come forward more from a sort of inherent fear than from any actual thing that would arise from their coming forward. No doubt there have been certain hardships in the past from actions of this kind, and a considerable number of them think that they might still follow in some indirect way.

51,519. Can you give any opinion generally upon the land system referring specially to compensation for unexhausted improvements?—I think that the present land system is on the whole satisfactory, with this exception, that I do not think in many cases the law secures to the tenant the improvements that he is entitled to under the present Agricultural Holdings Act. I do not think that the inoperativeness of the present Agricultural Holdings Act is due to ignorance of the Act, I believe that it is due to the fact that in nearly every case where the Agricultural Holdings Act has been raised so far and where agreements existed, the landlord's claim has been equal to or perhaps greater than the tenant's claim, consequently he has been put to the expense of carrying out, as it were, the necessary preparation of his claim, and the expenses, and he gets nothing in the end. There are a great many instances to my own knowledge in which that has been the case. If there is a claim, the clauses in the agreement are in most cases such that there would be nothing to get.

Lord *Kenyon*—continued.

51,520. What are the principal amendments to the Agricultural Holdings Act that you would suggest?—It is somewhat difficult so far as I have been able to look into the matter, to formulate a scheme that would be exactly just, but what I would like, if it were possible, would be that a tenant, when he gets notice, should have power to receive every penny that really belongs to him in the farm, so that the two interests should be distinct and clear, the landlord should have his property and the tenant should have his property, if either of them thought that there should be a severance of partnership. As to how that should be best carried out, my own opinion is that the schedule should be very much enlarged, and that the powers of the arbitrator should be very much enlarged, and that less technical forms should be observed, but that when a man leaves his farm he should have power to ask for the improvements that he really thinks he has made, and that there should be a public arbitrator appointed, whose business it should be to assess the values between landlord and tenant in such cases.

Professor *Rhŷs.*

51,521. You mentioned a public arbitrator?—Yes.

51,522. How would you have him appointed?—He would be under the Board of Agriculture and I think that each man who acts for the county ought to have a thorough knowledge of the soil, and the customs and habits of the county, and that he should be suggested by the County Council—that he should be elected by the Board of Agriculture, but that it should be in the hands of the County Council to recommend such a man as would give general satisfaction.

51,523. His business would be to value?—His business would be to value or to arbitrate when a dispute arose.

51,524. A dispute of what kind, do you mean a dispute as to improvements?—Yes, a dispute as to improvements.

51,525. Would you give him anything else to do?—I do not quite understand.

51,526. I mean would that be his only function?—You might enlarge his function in this

Professor *Rhŷs*—continued.

way, that where there were, for instance, life estates—life tenants—in which cases I find that there is considerable neglect often on the part of the tenants, where a man has only a life interest in his property, in nine cases out of ten it is nothing like so well cared for as where he is a freeholder—I should say that in such cases as those on his suggestion the life estate landlord should have repairs done.

51,527. I am not sure that I understand you, that if the tenant wanted such and such repairs done, and the owner in his own interest declined, the tenant could appeal to this arbitrator?—He could appeal to this arbitrator, as under the Settled Estates Act. At present when they want improvements they get the sanction of a valuer appointed by the Board of Agriculture.

Mr. *Richard Jones.*

51,528. You heard the evidence of Mr. Owen Price this morning?—I did.

51,529. Do you think it is practicable to assess the improved value of a holding at the termination of a tenancy?—I think it is utterly impossible, unless you have got a very detailed and minute basis as to what it was when the tenant entered, and that I think is one of the greatest difficulties in the whole situation, because words convey very different ideas to different men, a man who has been brought up in a hilly country, and used to rough hill farming, will consider fair repair to be a very different thing from a man who has been brought up in, say, an agricultural country, where hedges have been kept trim, and things kept exactly, and a schedule drawn up by a man who drew it up when the tenant left, would in all probability be a very unjust document.

51,530. Would it not be possible for a public officer or arbitrator such as you suggest, to have also local assistance for the purpose of valuing farms?—You mean for taking schedules—for tabulating the estates.

51,531. Yes, for tabulating the estates?—Certainly, it could be done in that way. The only thing that I should think essentially necessary would be that they should have the same standard of tabulation, so to speak—a tabulation point, and from that standard considering it at par, that the tenant should either pay for depreciation or receive for appreciation in value.

51,532. You have mentioned that when a farm becomes vacant there are a great many applicants for it?—It is so generally.

51,533. Is that conclusive evidence that farming is a profitable occupation?—I do not think it is conclusive evidence that it is a profitable occupation, but I think it is conclusive evidence, that it is a much better occupation than many others.

51,534. But is it not possible that this view may be taken of the case, that a farmer finding that his farm does not pay, says to himself, "Now this place does not pay me, I will go and "bid for such and such a farm which is vacant,"

Mr. *Richard Jones*—continued.

and other farmers being of the same mind, there is a keen competition for that farm?—That may be, but it is exactly the same in every other business. If you go now, for instance, to take a grocer's shop, you find three or four applications and probably the man who is going out has failed, but all those men who are going in think that they can do better. It is the same with a farm. There are many applicants for a farm, and they all think they can do well, and I say the only way to find out the right man is to find a man who is able to stay and pay the rent.

51,535. But you admit it is not conclusive evidence?—I admit it is not at all conclusive evidence that it will pay, but I think this, that the door is always open for a farmer to turn a labourer, if he thinks it is a better trade, but there are so many, as it were, unseen benefits and privileges attaching to a small holding, that men (and I would be myself one of them) would live on a great deal less, and have a small holding, and keep their family together so that they could all live together. You have a free day when you want it. You may have to work much longer hours during the six or seven days when you do work, but you have a holiday when you want it. You have a horse in all probability that you can take out a friend with, and there are a great many small privileges attached to a holding that must be paid for, they may not be paid for in the money value, but they must be paid for in some way, and you cannot have those privileges without paying for them. I believe that is the great secret of the competition for farms. You could earn more money in all probability in the mineral districts or you could earn more money perhaps as a labourer, but you would not have the same freedom that is attached to a small holding.

51,536. In order to obtain this you will admit that they have to deny themselves other things?—Most certainly.

51,537. As a rule they live harder?—They live harder, and they are very hard-working and industrious people, most of the tenants that I know. In fact, they are the hardest working tenants that ever I have seen.

51,538. Of course, you have had experience of Welsh and Scotch farmers?—Yes, and I have lived for nine years in England as well.

51,539. Do the Welsh farmers live harder than the Scotch farmers?—I think the small farmers do. There are not nearly so many small farmers in Scotland nor in England as there are in Wales, and I think that is one of the main causes of the very keen and strong competition in this country for farms. There is such a small step from one holding to another, and there are so many men that are struggling to get up; there are, as it were, too many on the bottom rungs of the ladder struggling to get up, and in England there is a far greater distance between the labourer and the farmer than there is in this country, and it is the same in Scotland as it is in England.

51,540. You find that the competition is not so keen in Scotland for farms as it is in Wales?—No, I do not think it is so keen.

Mr. *Richard Jones*—continued.

51,541. What is your opinion as to the preferential claim for rent?—I think it ought to be abolished; I think it is very unjust, and I think it also militates very much against the real true men who are legitimate farmers.

51,542. You say that it is prejudicial to good substantial tenants?—I do. I think it is accountable to a considerable extent on some estates—not on many, nor on the best managed ones—for the competition that exists; the landlord is safe for his rent if he gets his farm stocked, even if the farmer is a man of straw, and, of course, I hold it is very unjust towards the public.

Sir *John Llewelyn.*

51,543. Does the preferential claim for rent exist in Scotland?—I am not sure whether it does or not, I cannot say.

51,544. Is it the custom in Scotland that the rents are paid in advance?—No.

51,545. Not in your part of Scotland?—No, I have never known it.

51,546. Is there anything further you wish to state?—I wanted to mention one other important point upon which I think hardships frequently occur to tenants, that is, when the estates are sold, and also frequently in cases of bankruptcy, or where they have been compelled to give up and they have not given the necessary notice where they have been turned out, and have received in some cases very, very poor allowances. Of course, understand clearly that I think it is only in very rare exceptions that this occurs, but if it is possible the rare exceptions should be prevented, because it is not for the good landlords that the law is made, but for the bad ones, and if it is possible the law ought to be made to meet the case of unprincipled men. There is no need for the law at all so far as men of principle are concerned. But I have known several instances in which a considerable amount of earnings of tenants has been taken by unscrupulous men. I refer mostly to little farms that have been in trusteeship and very small properties.

Mr. *Richard Jones.*

51,547. What you say is this, that the Agricultural Holdings Act should be so extended and amended as to protect tenants from hardships of the sort which you have mentioned?—Exactly so. Of course as to the exact method in which it should be amended I am not quite clear, but that it ought to be amended I feel perfectly satisfied.

Professor *Rhŷs.*

51,548. I think one thing follows from what you have suggested, viz., the abolition of the requirement that notice should be given. I understand you to think that?—I do not think a notice should be given except at the end of the tenancy, and that a notice should then be given. I think it is necessary that notice should be given, and I would suggest further that the notice of the landlord and the tenant should alike be deposited with the arbitrator or with the public official, whoever he may be who should receive them, because in a great many cases one man makes a claim and the other man makes a claim to meet it, and I think that each of the claims should be put under seal without one person knowing what the other asks.

Sir *John Llewelyn.*

51,549. It has been suggested that they should be delivered the same day?—Yes, that would meet my views exactly.

Mr. *Richard Jones.*

51,550. It would do away with a lot of these fictitious claims?—It would do away with a great many which are only manufactured, as it were, for the purpose of meeting the other.

Professor *Rhŷs.*

51,551. I think I understand you to say that the law ought to be such as to compel the bad landlords to do what the good landlords do of their own free will?—That is exactly my opinion, and of course it would prevent the good landlords from going astray even if they felt inclined to do so through a bad agent, or in any other way.

The witness withdrew.

Mr. Moses Jones called and examined.

Sir *John Llewelyn.*

51,552. Where do you live?—At Garthisaf, Llandilofan.

51,553. You have something to say about a farm that was rented by your father in 1835? Is that so?—Yes.

51,554. What was the name of that farm?—Nantsebon.

51,555. Was that farm in a very bad condition?—Yes, in a bad condition.

51,556. Was it in a bad condition after it had been farmed? Do you speak of your own knowledge; can you remember as far back as 1835?—No. I know of 50 years ago; that would be 58.

51,557. 1835 is 59 years ago?—Yes.

51,558. What have you to say about the cultivation of that farm?—It was in a bad state, and my father took it and cultivated it and improved the land and improved the farm, and we had three boys working hard morning and night—from morning till night.

Sir *John Llewelyn*—continued.

51,559. What was the state of the dwelling-house and out buildings?—The dwelling-houses were in a bad state; the wet came in and we had to carry out snow many times in the winter, and the outbuildings were in a bad state—rush roof and rushes

51,560. Were they repaired at all?—No.

51,561. Never repaired?—No.

51,562. Have they not been repaired for the last 60 years?—Oh, yes. They are in repair now.

51,563. In 1865 was a notice to quit given?—Yes.

51,564. What was the reason of that?—An advance in the rent.

51,565. What was the advance in rent?—8*l.*

51,566. From what to what?—42*l.*

51,567. From 42*l.* up to 50*l.*?—Yes.

51,568. What was the size of the farm?—About 135 acres, or something like that, more or less; I do not know exactly.

51,569. Was it hilly—a mountain farm?—A hilly farm.

51,570. But your father kept on the farm in spite of the notice to quit, and paid the higher rent?—Yes.

51,571. When the rent was raised?—Yes.

51,572. Was anything done to the buildings, were they put in repair or not?—They were repaired a little, but my father did most of that—taking the haulage and all.

51,573. Have you anything further to say about that farm?—Yes. In 1854 the farm was sold, and as we had some connexion or other, and some feelings for the old place, we bought the farm.

51,574. You bought the farm?—Well, I bought it for my nephew, and we had no compensation at all.

51,575. For the work done on the farm, you mean?—Yes.

51,576. Did you make any claim for it?—No.

51,577. You did not make any claim for compensation?—No.

51,578. It was put into the market, and you bought it?—Yes.

51,579. Your complaint, I suppose, is that after putting the farm in a good state of cultivation, you then had to buy it in the improved condition in which it was?—Yes, but the dwelling-house was in a bad state then, and many of the buildings partly, but I made some repairs.

51,580. Then you have something to say about Mr. Price, of Maesybeddau?—Yes. He is here somewhere.

51,581. Is he in the court now?—I think he is: I have seen him in the court once.

51,582. Are you authorised to speak for him?—No; only that he is thrown out with no compensation for improvement on the farm.

51,583. If he is here he can speak for himself, can he not?—Yes.

51,584. Have you any knowledge of other farms in the parish of which you speak, namely, Llandilofan?—Yes, I was bred and born in Llandilofan.

Sir *John Llewelyn*—continued.

51,585. What have you to say with regard to families that were brought up there. You speak for nine farms, according to the paper you have handed in?—Yes. In my memory the dwelling-house was in ruins because the landlord ought to have repaired it. Another farm was taken to it, and they are still in ruins, and I think that is not an advantage for the country, and there is a decrease in the population, and it makes the farms scarce. When they are out of repair, and when they are repairing them, they have got no place to live in, but at least there are a few good landlords at Llandilofan. I know them all nearly, and there are advances in rent generally except Lord Camden and Dr. Lloyd Barrow—he did not advance his rent in my memory. All the others advanced their rents. I know an estate there where there was an advance in rent, and soon after the advance in the rent they sold the estate, and I daresay he gave more for it than it was worth by reason of the look of the rent, and the tenants had to suffer for that.

51,586. Do you know of any cases where no compensation has been given for improvements?—I know a farmer in the parish of Llandilofan, and when he entered the farm it was in a bad state, and many families have been living there, and could do nothing; and the man took to the farm, and was working hard on the farm, draining and grubbing, and I do not know whether the landlords are not giving something for the drainage—I could not exactly say as to that—but it was a small farm, and the landlord raised 10*l.* in the rent. I know another farm—the man is dead now—he did the haulage to the outbuildings, and lost the harvest by doing so. He was a widower, and now he is dead himself, and he left a little orphan behind him, and I do not think he has had any compensation at all. Another man took it. I do not blame the landlord for that. I do not know; perhaps there is something between the agent and him.

51,587. Do you know any farmers who are afraid of coming forward to give evidence?—I cannot exactly say that, but I suppose some do not come because they are afraid of their landlord.

51,588. You think there may be some, but you do not specify who they are?—No.

51,589. You are not afraid of coming forward?—No, I have not been afraid. I am not a tenant farmer at present, but I have been farming.

51,590. We have had some cases of tenant farmers coming here to-day, and they were not afraid?—I have got no farm myself now.

Mr. *Richard Jones.*

51,591. Would you be afraid to give evidence if you were a tenant farmer now?—I do not know in that case.

Professor *Rhŷs.*

51,592. What sort of country is your parish Llandilofan?—It is a hilly parish mostly, but some good ground.

Professor *Rhŷs*—continued.

51,593. A good many sheep, I suppose ?—Yes, they depend mostly on sheep, and there is not very much good land there but for sheep.

51,594. You have no difficulty about game, I suppose ?—Yes.

51,595. You have ?—Yes.

51,596. What do you complain of ?—I know some complain of rabbits, and such as that.

Professor *Rhŷs*—continued.

51,597. Are you not allowed to kill the rabbits now ?—Yes, they kill the rabbits.

51,598. Are the tenants afraid of killing the rabbits ?—Yes.

51,599. You think so ?—Yes, I know.

51,600. Do the people mostly speak English or Welsh ?—Welsh mostly.

The witness withdrew.

Mr. William Sharpe called and examined.

Sir *John Llewelyn.*

e 39,272
d 73,925
3,945.

51,601. Where do you live ?—At Blaenusk.

51,602. You wish to rebut some evidence, I think ?—Yes, I wish to rebut the evidence of Mr. Davies, of Rhyblid. In his evidence at Llandovery he accused me of wishing to encroach upon the common of Carmarthen. The case is this, that the common of Carmarthen adjoins my land, and four farms below the common adjoin my land. The River Usk is the boundary of them all. On the other farms in erecting a fence we give and take; one part of the fence is put upon one side of the river, and the part is put upon the other. There was a piece at the common where the water had washed away the fence altogether, and I met with some of the commoners, and we agreed to run a fence straight through. The river at that part forms a letter S. I give the top part, and I take the bottom part, Mr. Davies, of Rhyblid, was present at the time that the fence was made up, and he made no objection to it. I let the doing of the job, and the man took a twelvemonth before it was finished. During all that time none of the commoners made the slightest objection to it, but as soon as it was finished, Mr. Davis, of Ribblet, complained to the court leet about it. That I do not want to encroach on the common is evident; I adjoin the common for about a mile, and I have never put a particle of stock on the common all the time that I have had the right in the 20 years, so that I do not think I am likely to encroach upon another common when I have the right to put 100 sheep on the Brecon Common.

51,603. But you admit that you did put this fence up ?—I put the fence up.

Sir *John Llewelyn*—continued.

51,604. Is it on the common or not ?—Yes, it is on the common, part of it; one half is on my side. I give the whole amount—I think it is about one acre and a half.

51,605. Speaking from memory, that is exactly what the witness said ?—No, he said that I was encroaching upon it. The commoners agreed that I should take the one half, and give the other half. I gave exactly the same amount of land that I took. I offered if there was any difference between the value of one land and the other that I would pay the difference, so that I do not consider when two parties agree to give and take a little on both sides that that is encroaching. It was a mutual agreement between the commoners and me.

51,606. Was this agreement reduced into writing at the court leet ?—Mr. Davies complained at the court leet.

51,607. He made a complaint there ?—Yes.

51,608. But had it been previously arranged that you might do that ?—No, the fence was put up then, and although it had been 12 months being put up he never complained. He was there at the time the fence was set out, and he made no objection to it.

51,609. He did not make any objection till after the fence was up ?—No.

51,610. Was there anything else that he said to which you take objection ?—No, nothing except that.

51,611. We have your explanation, and it is down upon the notes ?—Yes.

The witness withdrew.

Adjourned.

SIXTIETH DAY.

The Town Hall, Builth, Brecknockshire, Wednesday, 9th May 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Mr. JOHN MORGAN GRIFFITHS.
Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.
Mr. CECIL E. OWEN, Assistant Secretary

Mr. SAMUEL HOOD COWPER COLES called and examined.

Lord *Kenyon.*

51,612. You reside at Penmyarth, near Crickhowell?—Yes.

51,613. Will you kindly give us your evidence?—As agent for Sir Joseph Bailey I do not think I need say anything for him, as he gave you such very full evidence at Crickhowell, but I wish to give evidence in connection with the Llysdinam estate for which I am agent. My reason for giving evidence with reference to that estate is this: it is a small estate, and as in most of the districts small estates do not seem to have given the same satisfaction as the large estates, I think in this district you will find a very great many small estates with residential landlords which are thoroughly satisfactory.

This estate now belongs to Mrs. Venables Llewelyn. Mr. Venables died only last January. As he always resided upon his estate, and up to within the last 12 months before his death, and always acted as his own agent in so far as receiving the rents and arranging the repairs, and what was necessary on the estate; I can only give you the evidence which I have abstracted from his journal, and what I happen to know as his agent for the last nine years. I was only doing the actual work in connexion with the arranging with tenants and measuring up any work.

The estate is 2,196 acres. The total letting as farms is 1,739 acres. About 300 acres of this is very high land. The occupiers on the Brecknockshire side of the estate, representing about 1,200 acres, turn sheep on to the Llysdinam hill, which is part of the Builth manor. One shepherd is kept for the whole, partly paid by the landlord and partly paid by the tenant, at a certain rate under their agreement. The same shepherd is also shepherd for the adjoining landowner, Mrs. Gibson Watt, the same conditions being in her agreements. The shepherd is really getting 18*s.* a week, and a house for his work. Abatements were given in 1879, 1880, 1881, 1885, 1886, 1887, 1888, 1892 and 1893; in some cases 5 per cent., and in some cases 10 per cent. The old rental was 1,100*l.*; it is now 984*l.*; that represents a permanent reduction of 11 per cent. I have handed in a copy of the agreement; it is a yearly agreement. The land is almost entirely grazing land, a very small amount of arable, and most of the tenants have succeeded from father to son. From the years 1886 up to 1893, both inclusive, 2,500*l.*, or an average of 300*l.* per annum, has been spent in rebuilding the farmhouses. I may say that this estate was first purchased in about 1830 by Archdeacon Venables, and it has been added to by degrees.

Lord *Kenyon*—continued.

When the Commission was first talked of as coming here Mr. Venables gave me a few memoranda, and amongst others he gave me a statement as follows:—"Land in Wales is let "and held precisely on the same terms as in "England, at least Breconshire and Radnorshire. "Every substantial improvement is done by "the landlord. He builds every building and "keeps it in repair. Even the smallest repairs "are done by him. He provides and replaces "when necessary every gate and stile. He "hangs the gates. There is, as a rule, the most "thoroughly good feeling between landlord and "tenant. There has hitherto been no difficulty "in letting farms. The landlords, in bad times, "show every consideration for their tenants." I notice from his journal that while he was acting in the capacity of his own agent and looking after the estate all the tenants who left seem to have had some small compensation made. I also notice three or four entries where land has been taken for planting and an allowance has been made in return, sometimes money and sometimes draining, according to the arrangements between them. He also makes some very interesting remarks in his journal upon the larch disease which is troubling this district so much. That is all I wish to say about that estate.

I also wish to give evidence to show how dangerous is a travelling commissioner such as the "Western Mail" Commissioner in 1892 and the Labour Commissioner, and how much safer and better it is to have a body of gentlemen

Lord *Kenyon*—continued.

such as the Commission over which you now preside, at certain advertised centres, when we all have an opportunity of hearing what is said, and resulting probably in a Parliamentary report. I will take the Labour Commission. Mr. Lleufer Thomas wrote to the Brecknockshire County Council on the 18th of April 1892, a letter, of which I can give you a copy if you wish, asking the County Council to appoint a committee to help him in collecting facts. On Friday, the 22nd of April 1892, the County Council appointed the general purposes committee, including myself, specially to do the particular work. Nothing more was heard from Mr. Lleufer Thomas until April 1893, when Mr. Chapman, another assistant commissioner, who had not communicated in any way with the County Council, came into the Builth Union, which employs less labour and is less affected than any other union in the two counties of Brecknockshire and Radnorshire, and collected evidence at small meetings of labourers held for the purpose and gathered together in a hurry, and interviewing anyone he thought proper. I mentioned to him at the time and I here again state that I think it was his duty to know what steps Mr. Lleufer Thomas had taken, and his conduct was discourteous to the County Council. The consequence is that his Parliamentary report published is full of inaccuracies, and most unfair and detrimental to the district. So far as he quotes authorities for statements they are fairly correct, but I wish to correct his statements in certain paragraphs. I assume you have a copy of the report. Referring first to Mr. Lleufer Thomas's letter, it seems a very fair and proper one, and that letter was printed by the order of the County Council. He says:—"The time at my disposal "will probably permit me to investigate only "one poor law union within the county of "Brecknock; and as the union of Brecon "appears to have been selected in 1867 by the "Assistant Commissioner under the 'Commission "'on the Employment of Children, &c., in "'Agriculture,' I am likely to select the same "union for the present inquiry, unless I "receive some information to the effect that "the conditions of labour in some other "portions of the county differ materially from "those in the union of Brecon, or that some "other union may be considered as more "typical of the general condition throughout "the whole county." We heard nothing more, but we made several inquiries through the clerk of the Council, and, as I said before, until Mr. Chapman appeared on the scene we naturally thought he would act by this letter.

But to go to the report, which you will find in the Blue Book* at page 163, Mr. Chapman quotes Mr. Clifton Mogg, Mr. Woosnam, and myself.

Mr. *Brynmor Jones.*

51,614. Was no answer given to the letter; this is a letter to the chairman of the County Council?—An answer was sent by the clerk of the peace, stating that the general purposes committee was appointed for that purpose. You will see that on the front of the print of the letter I have handed in.

Mr. *Brynmor Jones*—continued.

Lord *Kenyon.*

51,615. Did the general purposes committee suggest any other union to Mr. Lleufer Thomas?—No; we were ready to meet him according to his letter. There was no suggestion made.

51,616. I mean to say he received no other information?—No; we were waiting to hear from him.

51,617. He says: "Unless I receive some "information to the effect that the conditions "of labour in some other portions of the county "differ materially." He did not receive any information?—No.

Mr. *Brynmor Jones.*

51,618. Besides, this is not an answer to his letter. He did not ask the assistance of the County Council in collecting facts. It was his duty to collect facts. I do not see what you can suggest that the Assistant Commissioner of the Labour Commission should have done more than he did. What more was he to do; he told you his method?—As you see, we appointed a committee, of which we told him, to collect the facts; and then we heard nothing more. We were naturally waiting to know when he was coming. So far as he quotes the names he gives in his report, Mr. Mogg, Mr. Woosnam, Mr. Venables, and myself, it seems fairly correct. Mr. Mogg and Mr. Woosnam I dare say are here to-day, and can answer for themselves.

At clause No. 14 in his report he says, "Where a farm is worked to its full capacity "one-third is arable, worked on the four-course "shift, and the majority of the pasture fields "show by the 'reins' that they used to be "ploughed lands, and have become depreciated "from want of cultivation." I certainly cannot admit that that exists here at all. No doubt land was put down, and not put down well, but it has not deteriorated to that extent. No 16 contains a most astounding statement, "First-"rate dairy farms have degenerated into ruined "farms, with a depreciation of rental value in "one case near Builth from 240*l.* to 80*l.* a year." I have made most careful inquiry, and I know the district well, and I am quite certain that no such farm exists in this district. It goes on to say, "This is due in great measure to the "difficulty of getting dairy maids to do the "work."

51,619. Do you know of a farm near here which had a rental of 240*l.*?—Certainly not. I cannot trace one anything near it at all. Then No. 22, as to the letting of farms, he says, "Rents have not been permanently reduced, but "abatements have been commonly made of from "10 per cent. to 20 per cent. in recent years. "Farm rents are calculated upon the basis of "10*l.* for every cow on a stock-rearing farm,

* "Royal Commission on Labour.—The Agricultural Labourer, Vol. II., Wales."

Mr. *Brynmor Jones*—continued.

" and farms are spoken of as five-cow farms or " 10-cow farms as the case may be. This was " the old plan; the cows paid the rent by the " value of their calves, and all the rest belonged " to the man to pay for labour, rates and taxes, " and profit." Nearly all the farms in this district are sheep farms. There is a certain amount of stock-rearing, but I never heard of a farm being let on that basis.

Mr. *Richard Jones.*

51,620. I suppose it would be more than 10*l.* for every cow if it was let on that basis?—Yes, I should think so.

51,621. It would be more like 15*l.* I should say?—Yes; then in No. 24 he says, " The increase " in the Builth district is entirely due to the " railway centre formed at Builth Road, where " a completely new population of 174 persons " has sprung up since 1881." Above that he quotes the Colwyn district and the Builth district, giving the decrease and the increase in the population. Builth Road is in the Colwyn district, it is not in the Builth district at all. The increase in the Builth district is due a great deal to building just round here, not this railway centre which has sprung up.

Lord *Kenyon.*

51,622. Is the river the boundary?—The river is the boundary. Then No. 28, " In regard " to houses it may be stated here that there are " scarcely any cottages for agricultural labourers " in this district, as most of the work is done by " farm servants who live in the farm-houses. " The villages are occupied by artizans and " small tradesmen." I have several cases here where there are cottages for farm labourers, but the farmers let them to artizans instead of letting them to their labourers and keeping their labourers in the house. Certainly there is a greater demand now for cottages; the farmers are beginning to ask for them because I think they are beginning to find that the married labourer living in the cottage is so much more satisfactory than depending on the young fellows who live in the farmhouse, and so often want to move. I quite appreciate the change; I think it would be a good thing. But there are many cases throughout the district now, as I state, where cottages belonging to farms are occupied by artizans.

Mr. *Richard Jones.*

51,623. Is there not a scarcity of married labourers?—When the landlords see their cottages which are meant for the farms occupied by artizans it is not encouraging to the landlords to do much towards cottages Then as to No. 46, the clause as to immoral.ty of the district, Sir Joseph Bailey gave you statistics at Crickhowell, but as Mr. Chapman says here that he had no accurate official returns, and what he reports is only on hearsay, it seems rather a hard charge I think against our Nonconformist

Mr. *Richard Jones*—continued.

friends to make these remarks in the third paragraph. He gives three reasons. Then, No. 57, as to the employment of women, he quoted me wrongly there in saying, " We employ " women regularly for milking, potato picking " poultry plucking and dressing, and other light " work at 1*s.* a day, and a bit of food." Well, we do employ women for dairy-work, but to a very small extent in this district, and 1*s.* to 1*s.* 6*d.* a day are the wages, but the remark as to the " bit of food " is not correct; they do not receive anything.

Mr. *Brynmor Jones.*

51,624. Do you mean that they get no food, or a great deal more than " a bit of food "?—They do not get food I mean; that is their wage. Then at No. 61 I am quoted as saying: " Mr. Cowper Coles, on Sir Joseph Bailey's " estate, gives 1*s.* extra per day; Captain " Thomas, R.N., on Miss Thomas's estate, gives " 6*d.* a day in lieu of beer money, and 1*s.* a " week extra pay for 13 weeks, making an " average of 2*l.* 4*s.* for the harvest during the " last two years." We found that was unsatisfactory, it made the harvest so long when men knew that so long as the harvest continued they would get 1*s.* a day, and as Sir Joseph stated to you at Crickhowell he gives them instead 4*l.* if they complete the harvest in proper time. Then at No. 68 Mr. Chapman quotes that " at " Llysdinam it was said that some of the farm " men had to send their child three miles to " school, and no doubt that difficulty must " always arise in distant farms." There is no farm at Llysdinam that sends children to school more than two miles. Llysdinam is quite a small hamlet. Llysdinam Hall, Mrs. Venables Llewelyn's, owns most of the parish, and most of the labourers are employed at that house, and it is only a mile from the school. At 72 he quotes Dr. Fry as to the sanitary condition of the neighbourhood, and he says: " The " men make no complaint on this score, but in " Builth itself there are a certain number of " really disgraceful cottages which have been " condemned again and again, but to no pur- " pose, and this is apt to be the case where " the cottages belong to small impecunious " owners." I quite endorse that. If the Commission can see their way to do anything, or anything can be done to help the sanitary authorities to get rid of cottages which belong to impecunious owners it would be a great relief all through this county. As representing large landowners we soon hear if there is anything wrong on our estate, and we have to put it right, but when it comes to the small owner it seems it has to go on, and does go on, because there are no means of getting rid of the cottages entirely. What Mr. Chapman says in No. 73 is perfectly true: " At Newbridge I visited a row of " six cottages of the worst possible type, with only " one bedroom for each." I do not understand, under the present law, what remedy there is for that. At 82 he quotes Erwood; " There are

Mr. *Brynmor Jones*—continued.

"three pieces of land here for pasture allot-
"ments, less than five acres altogether. They
"are let at 1*l.* an acre in plots 1½ acres or
"more. The agricultural value of the neigh-
"bouring land is about 12*s.* an acre, and is
"too poor to grow fern on." That is not quite a fair statement. The agricultural value of the neighbouring land is a little more than 12*s.*—I think 1*l.* an acre—when the landlord has to pay all tithes and rates, it is not an unfair rent for an allotment. Then 90, referring to benefit societies, he says: "At New-
"bridge the men said, 'Not more than half the
"'men belong to a club.'" That statement is not correct. In Newbridge there are 65 men living in the village which you passed through last night, and 35 of them belong to the club there. That leaves 30 that do not belong, and 10 of them support it in other ways, whenever there is a fête, and are really in too good a position to want the assistance of a benefit club. I think the majority of the other 20 were too old to join when the Foresters became so successful in the district. As to these benefit clubs we seriously want some further legislation to help us in managing them. I am a member of the Newbridge Club, and I am one of their trustees, and I am also a member of the clubs in the Crickhowell district. I find as a trustee that there is great difficulty in making them put themselves on a proper financial footing, and I know that many of the clubs in the district, although they are Foresters and Manchester Unity Clubs, are conducted in an excessively slack way, and there will be much more trouble again unless something is done. I think it is a most serious thing for the agricultural districts if these clubs do not put themselves upon a proper financial footing. Small clubs have gone wrong considerably already. If there could be some inspection of their accounts by our county treasurer once a year, and a proper law made as to how they are to keep their accounts, and what returns they are to make, I believe it would be a great benefit. I must say a great deal of the mismanagement is really, I think, partly from ignorance and from want of assistance. It is a splendid machinery, and it only wants putting into better order, and I believe it would then be a grand thing for the country. In clause 92 he refers to the connexion again with the Foresters' Clubs, and the course which Sir Joseph Bailey pursues with his men when ill. If they belong to the proper clubs they are helped when they are ill by making up their pay. Clause 93 contains a very unfair statement. "There is a reading-
"room at Builth, but none in the rural villages." It is a very curious mistake, because Mr. Chapman held an inquiry at Newbridge-on-Wye in a reading-room which has 900 volumes, and has a circulating library also. There is also a reading-room at Beulah to my own knowledge, Builth Road, and Llandrindod, and I believe at Llanavonfawr; and in this town there is a Conservative and Liberal club, and I believe other clubs also. So that the statement that there is a want of reading rooms is quite inaccurate. Clause 96 also contains a very curious error, that there are no means of recreation or games such as football or cricket, and that the fairs and the chapel meetings are the only occasions for recreation. Builth people, I am sure, feel hurt at that. They are well known throughout South Wales and a good part of England, for the number of good football players they have turned out; and every village has its football club, sometimes two or three; not only the men, but the young men, and temperance boys make all sorts of little excuses for forming different clubs. If you are here in the autumn you will find yourself called upon with a book every hundred yards in the street to support these clubs. There are good cricket clubs here, and at Builth Road and other places. I should say in that part of the county there are a great many means of recreation. Then at paragraph 101 he says: "I have already alluded
"to the fact that labourers very often own
"part of the stock on the farm, but I came
"across one interesting example of this in
"a farmer who was employing his brother as
"a labourer." Then he goes on to say the brother owned half the stock. I think this a very good quotation of how the labourer comes on and works his way up until he becomes a small farmer. Then in the Appendix No. 1 the figures seem to be all mixed up in the most extraordinary way. Some parishes are left out; for instance, Llanelwedd is left out in which Builth Road is situated, and where this railway centre is springing up.

No doubt a great many of the inaccuracies in the Labour Report are to be accounted for by the fact of Mr. Lleufer Thomas being away out of the country on account of illness, and I suppose Mr. Chapman coming to do it at the last moment, because I notice the report is dated February 1893 on the face of it, and Mr. Chapman was not here till April 1893 collecting the evidence. I simply bring it before you as I notice several of you gentlemen have used Mr. Doyle's Report, and other previous reports, for your information, and if this report is brought out again in a few years and quoted as what existed in the Builth district it would be grossly unfair and inaccurate as I think I have shown you. That is all I have to say about it.

Lord *Kenyon.*

51,625. With regard to the joint shepherd, what proportion does the landlord pay?—I do not quite follow you there. The tenants all met in 1882; and they had a meeting about 10 years before that, and they agreed to turn out a certain number of sheep each, and pay so much towards the sheep. What they agreed to comes to about half-a-crown every ewe, and what they pay altogether comes to about 23*l.* The shepherd's wages, I see, are 46*l.*, so that it is half.

51,626. The landlord pays half and the tenant pays half?—Yes.

Lord *Kenyon*—continued.

51,627. I suppose these clauses, 21 and 22, in the agreement refer to that?—Yes.

51,628. It is made part of the agreement that each tenant should keep a certain flock of sheep?—Yes.

51,629. You find that answers well?—It answers exceedingly well in this case, because every farmer in the hamlet of Llysdinam who is entitled to turn on the hill has his flock on the hill, and the only expense he has is the shepherd's money, which he pays with his rent, and the shepherd takes charge of the whole flock together.

51,630. It seems to me to be an instance of co-operation between landlord and tenant?—Yes. I think in this district and up Rhayader way you will find a good deal of evidence put before you about this.

51,631. As to the complaint about the preparation of the Labour Report I do not understand whether the County Council advised Mr. Lleufer Thomas to go to any other union?—We simply answered the letter. The pith of it was that a committee had been appointed, and we were waiting further to hear from him.

51,632. According to his letter it was not proposed to visit the Builth district at all?—No, we understood from that that he was going to the Brecon district, which is red sandstone, and large farms and full of agricultural labourers, and entirely in the county of Breconshire—the only union that is.

51,633. And without further notice Mr. Chapman came to Builth?—Yes, he came to Builth.

51,634. And without further notice?—Yes, and simply by accident I came across him, and as I was appointed especially on that committee I thought it right to bring it forward to-day.

51,635. You think it would have been better if there had been more advertisement?—Yes, more advertisement, because the meetings were got up in a great hurry. I know some at not more than 24 hours' notice, and the farmers in the district, too, complained that they had not heard of or known of the meeting.

51,636. With regard to the houses you speak of in Builth, surely the sanitary authorities have power to declare them uninhabitable?—Yes, but it is hard work to get the sanitary authorities to take such steps.

51,637. They have a plentiful power if they like to exercise it?—Yes, but it ought to be more compulsory, I think, on the sanitary authorities to rectify these things.

51,638. With regard to the benefit clubs, you propose an inspection of their accounts. There was a blue book some nine or ten years ago showing the actual state of every benefit club in the country. Are you aware of that?—Yes. Take the Foresters, for instance; there is a return made every year showing exactly how each club stands, but I am sorry to say when you go to inspect their accounts, as I have done, you find they are very inaccurate, simply very often from want of advice, and I think it will bring serious trouble on the clubs.

Lord *Kenyon*—continued.

51,639. Do you think the clubs in the Manchester Unity act independently of that Unity; I mean it does not exercise any fatherly control over them, but the clubs are quite independent?—Quite independent.

51,640. Would it not be better for some more supervision from the head office?—Yes; if there was more supervision, or even an inspector from the head office.

51,641. The name seems to offer a bait—"Manchester Unity." People think it must be a great thing, but really the clubs are quite independent?—Quite independent.

51,642. I see Sir Joseph Bailey encourages men to join the clubs. Does he encourage them to join any particular club?—No, we only advise them to join a club which is financially sound. There have been some small local clubs till lately, but most of them have gone, and we strongly advise them not to go into anything but the Foresters, Oddfellows, or Hearts of Oak.

51,643. Do you think anything could be done in the way of amalgamating these clubs in the county, taking them up from rather a larger standard?—I know in Shropshire they have something of the sort. You mean the county to form one body?

51,644. Yes?—Well, it would be a great benefit to the clubs, because in many agricultural districts the clubs belong to the Merthyr district, and of course the death-rate in Merthyr is much higher than the death-rate here, and the clubs here have to bear a portion of the general fund. The Herefordshire district is the best district adjacent here.

51,645. Life is longer in Herefordshire?—Well, it has had a very excellent secretary until quite recently. I am sorry to say he has gone.

51,646. I think the state of these clubs is a very serious thing indeed. I know of many instances where men have invested their money for years, and when they come to draw their money they find their club is rotten?—Yes. It is bound to affect everybody if the clubs are not looked after.

51,647. Particularly the labourer?—Particularly the labourer. I know of many whose accounts are quite improper.

51,648. You suggest that an actuary or someone from the head office should inspect the accounts?—Yes.

Mr. *Brynmor Jones.*

51,649. With regard to the criticism you passed on section 96 of Mr. Chapman's Report that is about the football and the cricket, I notice the instances you gave were at Builth and Newbridge?—Yes.

51,650. Do you say that cricket is usually played in this county, looking at it as a whole, among agricultural labourers and their children?—No. It is hard to keep cricket going in the villages. Builth Road I mentioned.

Mr. *Brynmor Jones*—continued.

51,651. It occurs to me that probably Mr. Chapman was not thinking of a town like Builth or of Brecon, but that he was rather having regard to what had gone before, and thinking of the farms scattered through the valleys on the hill side?—At Builth Road and at Newbridge certainly there are farmers' sons who play there and labourers and children; but it is not popular.

51,652. Do you mean to say it is the same in this county as in Gloucestershire where there is hardly a village without its football club in the winter and cricket in the summer?—Every village has its football club, and sometimes two or three, but cricket is not taken up in the same way, or anything like it.

Lord *Kenyon.*

51,653. It is a matter of custom, is it not?—Yes, it is a matter of custom. We have more concerts perhaps than they have in that county.

Mr. *Brynmor Jones.*

51,654. You said something about that which appeared in the articles of the "Western Mail," what is your complaint with regard to them?—I make no complaint except to say that a travelling commissioner going round and collecting evidence from anyone he can pick up or interview has not the same chance of arriving at accurate results as such a Commission as this would have.

51,655. I notice that the "Western Mail" Commissioner says, "So far as rent is concerned "there is a general consensus of opinion that "land on the Glanusk estate is fully rented, "that is, that it is up to its full agricultural "value in ordinary times." Is that statement accurate?—No. If you turn to the figures Sir Joseph gave you at Crickhowell I think they show it is not accurate.

51,656. As to buildings he says: "A much "better state of things has been inaugurated by "the present agent who is young and active, "and is pushing on repairs as fast as possible." You do not complain of that?—No, there has been a great deal of repairing done. I daresay there has been more done in the last year or two, but there was a fair amount of repairing before. I do not think it is quite a fair statement to make.

51,657. The Llysdinam estate is not far from here. There is a parish of that name?—Yes, it adjoins Newbridge-on-Wye.

51,658. Do most of the people there habitually speak the Welsh language?—None of them.

51,659. All English?—All English.

51,660. We are anxious to know where the line runs. Take the adjoining parish?—Then you get to the Welsh, I think.

51,661. Where does the Welsh line begin?—Commander Evan Thomas, I think, is giving you evidence to-day, and I think he can draw that line better for you than I can.

51,662. I was not at the Crickhowell sitting, and I do not know, therefore, what Sir Joseph Bailey said about the Agricultural Holdings Act, 1883, but if he dealt with it from his point of view and your point of view it is not worth asking about it. Do you know the proceeding under the Agricultural Holdings Act?—It is a perfectly dead letter so far as this county is concerned, although all our tenants are under it.

Mr. *Brynmor Jones*—continued.

51,663. By that you do not mean, of course, that there is any attempt to contract out of any other clause than clause 33?—On the contrary, all our tenants who have contracts are under the Act.

51,664. Then in what sense do you mean it is a dead letter?—When they leave their farms a valuation is arrived at between myself and the tenant, or the incoming and outgoing tenant, and really the Act is never considered. It is the custom of the country.

51,665. The section of the Act I was going to call your attention to is section 7, which makes it "a condition precedent that notice in "writing should be given by the tenant two "months before the termination of the tenancy "otherwise he will lose the right to compen-"sation." Do you see any objection for the repeal of that section? It seems rather hard that if a man forgets to give two months' notice before the end of his tenancy that he should lose all claim to compensation?—I do not see any harm in repealing it.

51,666. In the same way it is equally hard if the landlord does not give the tenant notice in 14 days that his counterclaim is gone?—I think in Mr. Venables' agreement the last clause contracted out of that.

51,667. The last clause is null and void. You cannot contract out of any of these clauses of the Act. The only clause of the Act that can be legally contracted out of is section 33; but by this agreement to give the go-by to it, if anything, is to the advantage of the tenant except in this way, that the valuation agreed upon in that case must be a value of the high court probably?—Before any two justices in petty sessions, I think.

51,668. As to this agreement that only relates to distress, you think that the procedure under this Act of 1883 is too cumbersome?—Yes; and I think it certainly may be made better, both for the landlord for his protection against bad tenants, and the tenants' protection against bad landlords. But I think even if it is amended in this county, unless a very different feeling comes about, a very large majority of tenants will never look at it.

51,669. What is the custom of the county apart from the Agricultural Holdings Act, 1883, as to compensation to the outgoing tenant?—For his seed, and certain ploughing, it is very much the same as in the adjoining counties.

51,670. In Glamorganshire there is a very special custom?—Well, the Glamorganshire custom does not reach up here; and I think most landlords allow for hedging if it is done properly. It really depends so much on the tenant. If he is a good tenant he is sure to get his compensation; but it is so very seldom that they ask for compensation.

Mr. *Brynmor Jones*—continued.

51,671. They are mostly Michaelmas takings, I suppose ?—Here they are Lady Day mostly.

51,672. Is there any special custom as to the retaining of any portion of the premises by the outgoing tenant beyond the 25th of March ?—Oh, yes, the boozy pasture and the house.

51,673. We want to get the custom in these counties as accurately as we can. Will you state the custom as to that. You say the boozy pasture and the other premises are retained ?—The outgoing tenant has the boozy pasture, the house, and a part of the buildings till the 1st of May.

Mr. *Griffiths.*

51,674. You consider that the greatest part of this neighbourhood is under pasture ?—Yes.

51,675. Is this system of one shepherd satisfactory to the tenants ?—I have found it very satisfactory since I have been the agent for the last nine years. I was living there more or less a good deal for the last 14 or 15 years, and I only remember one dispute between the shepherd and the tenant, and it was a very small one. The tenants and the shepherd seem on very good terms.

51,676. We found in several parts of North Wales that they complained very much that by so many shepherds being employed they were continually disturbing the sheep ?—It is so.

51,677. I think it is much more advantageous to have that system ?—Yes. This is only a very small estate and a very small sheep walk. You will get to-day further evidence as to very large sheep walks on the same principle.

Mr. *Brynmor Jones.*

51,678. Mr. Richard Jones and you had some discussion with regard to the Agricultural Holdings Act; do you not think it would be proper for the landlord to give in his counterclaim at the same time as the tenant sends his claim in. What I mean is this: that the counterclaim is very often based upon the claim that the tenant makes ?—Yes; it is certainly in some cases. It depends upon what the tenant claims.

51,679. It would be fairer for the tenant, I should think, if it was given in at the time ?—I cannot agree to that, because if you get a bad tenant it is generally a bad tenant who makes an unfair claim, and it is rather hard that the landlord should not be able to rebut it in any way.

51,680. Of course it cuts both ways; but as a rule where farms are put in thorough repair at the commencement of the tenancy the difficulty does not seem to be so great ?—No.

Mr. *Griffiths.*

51,681. Then with regard to the land that you referred to in paragraph No. 15 in the Labour Commission Report, that was depreciated so much in value, it is said here, that the land has depreciated so much in value from 15*s.* an acre to 5*s.* an acre ?—Yes.

51,682. Would not that be some lowlands that had gone cold and dead, and did not grow much pasture, but which must be stirred up again when they get what you call sleepy; would it not refer to that ?—No; there is such a small proportion of low land here to hill land that there is not much chance of it going that way.

51,683. Is there a great difficulty in this neighbourhood of getting dairymaids to attend to the dairies ?—No. I think I heard you at Abergavenny make a remark that in Pembrokeshire there was a difficulty, but there seem to be plenty in the market here.

51,684. In Pembrokeshire we have great difficulty, but I think the same thing applies here, according to what is said of paragraph No. 39, I believe it is that dairying has often been given up owing to the difficulty of getting dairymaids at a reasonable wage, and that less butter and cheese is made in the district. You will find that at the bottom of No. 39. Do you consider that is not correct ?—Of course the wages have gone up tremendously, and the farmers' wives particularly kick against the extra wage.

51,685. And they give up dairying because of it ?—I do not believe that is so.

51,686. That is so according to this report ?—Yes, but I think there is as much dairying as ever, if not more.

51,687. Is there much selling of milk ?—Yes, round these watering places, of course it is a very profitable trade.

51,688. Is the butter generally good in the neighbourhood ?—No, exceedingly bad.

51,689. Is there no way of improving it, do you think ? We have found very bad butter in several places as we have come along ?—Yes. All along here, the same as at Crickhowell, they have had dairy classes, and I think they have been twice here at Builth.

51,690. Did they attend them very well ?—I believe the first was very well attended. The second I do not think was so well attended.

51,691. Then do they carry out the principles that are taught in these classes when they go home to the farms ?—On the two or three farms that I have been to they are doing it. I do not know who attended the classes here, and I cannot tell you.

51,692. I do not know whether that is the case in this neighbourhood; but we found in North Wales that they get their butter from Devonshire and other places instead of having their butter from the neighbourhood ?—There is no doubt there is a good deal of foreign butter imported here, and also English butter.

51,693. Do you not think that the people are to blame ?—Certainly.

51,694. They could make equally good butter in this neighbourhood as anywhere, could they

Mr. *Griffiths*—continued.

not?—Yes, I believe quite. Those who do go in for it make a very good thing of it.

51,695. How are the dairies generally on the estates that you are connected with? Do you know much about them?—In this country, until the railways came, they had to haul their lime from Llangattock, the adjoining parish to Crickhowell, which I think is about 24 miles from here. It is a bad country for stone, or it was then, and they used the round stone in the fields, and therefore the old dairies are not good, but they have been rebuilt very generally.

51,696. Still I suppose if they are unable to get the uniformity that is required from the different farms, it is almost impossible to improve things much?—Yes, but that is the fault of the making as much as of the building.

51,697. There are some model cottages, as we might term them, built in this neighbourhood, are there not, in the place of the old thatched cottages?—Yes, there are some very nice cottages.

51,698. Do the labourers, as a rule, seem to take to those cottages? Do they like them? In our neighbourhood we found that they did not really care about them. The landlord called them in, and showed the cottages to his friends and so forth, and they did not like them, but they would sooner live in the old-fashioned cottages?—There are some instances of that, but I hope that will work round, and that they will see the benefit of it.

51,699. Quite so; it will be a great advantage to have better cottages, and the morals are sure to be better in proportion. Have you many labourer's cottages where they keep cows?—I think round the villages about here there are a great many small freeholders, and there is a good deal of land let off.

51,700. How do you find things are with regard to the children of these labourers that have been brought up in cottages. Do you not find them more useful than those that are brought up where there are no cows kept, and poultry, and so on?—Certainly they are more useful, because when they are very young they are put to begin to do the work.

51,701. Early habits?—Early habits.

51,702. Then with regard to poultry houses, have you any improvement made in poultry houses in this neighbourhood?—It is a very bad poultry country. I mean there is a lot of poultry brought in; but it seems to me badly managed.

51,703. There are not very many reared?—Yes, there are a great many chickens and geese.

51,704. Are they reared on the farm-houses or cottages?—At the farm-houses.

51,705. Is there much attention paid to the eggs?—Not as much as might be.

51,706. In another place in the report I find it stated that even the labourer is better off than many of the small farmers of the district?—I think when a labourer gets to that state of prosperity he generally is about to take a farm,

Mr. *Griffiths*—continued

51,707. Are they inclined to save, as a rule; do they put a little money by?—Of course, they vary a great deal.

51,708. We have found in some districts that we have been in, instead of advancing they are worse off than they were before?—I have continually had applications from labourers wanting to get hold of a small farm.

51,709. I may ask you, do you think if agricultural labourers generally had cow pastures that it would be an inducement to keep them in the country instead of their going off to the towns?—Certainly.

Mr. *Richard Jones.*

51,710. You say that agricultural labourers show a desire for having land?—Yes.

51,711. We may take it that that supports the evidence which we have had continually, that there is a sort of land hunger?—Certainly there is a great demand for land.

51,712. Upon whose initiative are the abatements made on the Llysdinam estate—upon your initiative?—Some of them, but very few. They were mostly made before, and in re-arranging, some seven or eight years ago, the abatement was made when putting the tithe in with the rent. All the tenants there for some time have had the farms tithe free.

51,713. When was there a general revision of rents on this estate?—It has been purchased at various times, in 1834 and 1842, and then the next purchase was about 1862, and then in 1870. Then, I think, when it was purchased, the buildings were improved and alterations made, and a good deal of land has been taken out for planting, but the old rents at the time the property was bought, and the present rents, show a reduction.

51,714. So that there has been a good deal of alteration in the character of the farms?—Yes. Mr. Venables always lived there, and took a great interest in planting and improving the property, and there has been a good deal of alteration.

51,715. You say that in some places you have suggested an abatement?—Yes.

51,716. Had you any well-defined principle upon which you calculated what was due to a tenant by way of abatement?—The abatements that I proposed were when we re-arranged the farm, and more sheep were to be kept, and also in a case where some land required——

51,717. That would be a permanent reduction?—Yes.

51,718. I am talking about abatements, not the reduction?—Mr. Venables settled himself what abatement he would give. I think he has generally given about the same as the adjoining landowners.

51,719. Was Mr. Venables acquainted with the nature of farming?—Well, he had farmed himself for 60 years, and I think he knew a great deal about it. He was a great judge of horses.

Mr. *Richard Jones*—continued.

51,720. Have you suggested any abatements yourself?—You mean such as 5 per cent. and 10 per cent.?

51,721. Yes?—We generally discussed the matter together as to what was desirable; but the abatements were given more in sympathy than as trying to arrive at any actual variation in the price of the markets.

51,722. Do you think that by making a 5 per cent. abatement you have recognised sufficiently the present depression in agriculture?—Yes, because farms are let at a low rate, and the tenants all pay on the rent day, and they seem perfectly satisfied.

51,723. Of course, you will admit this—that the cost of production is much greater now than it was 30 years ago?—Certainly.

51,724. Do you think that was taken into calculation when the abatements were made?—Well, the price of stock is higher in proportion is it not, too?

51,725. Not higher than it was 20 years ago. Of course, possibly the prices may have been abnormal during the period from 1872 to 1876, but they were much higher then than they are now. That is so, is it not?—Of course, the prices were higher, and as to labour, one balanced the other—labour was just as dear in this district at the time you mention.

51,726. Was it?—Yes, in 1876.

51,726A. It was not in Montgomeryshire. I may say this, that labour has never been higher there than what it is at the present time?—Here there has been rather a turn down in the labour. It was very high two years ago.

51,727. Independently of the labour, the farmers have to treat their servants better too, have they not?—Oh, yes. I think the working class, by reason of education and so on, are more particular how they are treated.

51,728. Are the sheep valued, as a rule, between the incoming tenant and the outgoing tenant at a higher price than the market price?—Yes. Many of them have a fixed price in their agreements—18*s.* to 1*l.* per head.

Sir *John Llewelyn.*

51,729. When were the permanent reductions given. You said since 1877, do you know the dates of the permanent reductions?—They were given about 1886 and 1885, I think, some of them.

51,730. Would that be then in addition to abatements which have been mentioned as being given in those years?—Yes, abatements are given also.

51,731. The difference between the two being that the reductions are permanent, and the abatement is for one year or half a year?—A half year.

51,732. I observe that for a series of years—from 1885 to 1888, four consecutive years—abatements were given?—Yes.

51,733. Do you know whether the tenants were enabled upon a series of abatements to go to the assessment committee and obtain a reduction of their assessment?—No, it was refused.

Sir *John Llewelyn*—continued.

51,734. It was applied for?—It was applied for and refused.

51,735. That is what I want to know. There has been a different custom in different unions, and in some places it has been granted, and in others not. Is the Agricultural Holdings Act understood by the tenants in this country?—I think it is understood by those who have taken the trouble to look at it at all.

51,736. Do you think there are many who have taken the trouble to look at it?—I think that they have an idea that it does exist, but they prefer their old custom.

51,737. Is the machinery of the Act expensive?—Yes, more expensive than they care for.

51,738. And the custom of their own country is not?—It is not.

51,739. You also stated one thing which was a little interesting. Can you give any explanation why it was that the Parliamentary sanction for this Blue Book antedates the visit of Mr. Chapman?—No, that is a mystery to me.

51,740. Quite a mystery?—Quite a mystery.

51,741. Probably it is some error in dates?—No, no error in dates.

51,742. You have no explanation for it?—No, except there is a subsequent letter at the beginning. At page 35 you see Mr. Lleufer Thomas added a letter or a memorandum on Mr. Chapman's Builth Report, which explained it. It came in while the document was in print.

51,743. How does that bear upon it. There is no date to it?—It begins, "Since the above "Report was submitted."

51,744. Yes, quite so. With regard to the date printed upon the fly sheet, "Presented to "both Houses of Parliament in February 1893," it is suggested that the report was presented in "dummy" form at that time?—I suppose so.

Mr. *Richard Jones.*

51,745. Do you find that there is a want of capital amongst the tenants in the neighbourhood about here?—Yes.

51,746. Of course if that is the case the farmers are not able to make the best of the land, I take it?—No, I think that there is a hunger for land. They very often take a farm before they are strong enough to do so.

51,747. Do you think that the preferential claim for rent is responsible for this?—Oh, no.

51,748. Does it not strike you that the landlord would exercise greater discretion in the selection of a tenant if the preferential claim for rent were abolished?—No, I do not see that at all. In what way?

51,749. Because you see he could not claim afterwards, only as an ordinary creditor, in case the tenant become a bankrupt?—Our rents are due in March, and as a matter of fact we do not

Mr. *Richard Jones*—continued.

collect them till the beginning of August, to give the tenants the chance of selling their stock. If the preferential claim were done away with, we should have to collect our rents when they are due.

51,750. If you collected them when they were due, you would exercise greater care in the selection of your tenant, or else you would require some security?—We use every care we can now in selecting tenants. If tenants would be more businesslike in stating what their financial position really is, it would be better. That is where the difficulty is: it is so hard to get a man to say really what money he has got. and who is going to help him.

51,751. Yes; but under any circumstances you can claim one year's rent, you say?—Yes; but that is because we give them such long credit. It does not affect the selection of tenants at all. It is the other end of the tenancy it affects.

Lord *Kenyon.*

51,752. The power of claiming a year's rent would be no compensation for bad farming, would it?—Not at all.

51,753. You would lose more money than that by a bad tenant?—Yes.

Mr. *Griffiths.*

51,754. As to the reading rooms, you have mentioned in different villages, are they what you properly termed public reading rooms; are they not attached to something else?—I cannot speak for them all, but I speak for Newbridge-on-Wye; the room adjoins the "Wyvern," which was a public house; the license was taken away, and it was turned into a coffee tavern, and a room was built at a cost of about 300*l.* The committee, consisting of men in the village, manage it, and three of them are trustees appointed, and they pay us 1s. a year rent. Then they have games, and the library is there, but the library is carried on by some small subscription; it is carried on in the room separately, and there are newspapers.

51,755. I mean to say, is it a general thing, not confined to any political creed?—No; certainly not; politics or religious matters are not concerned with it.

Lord *Kenyon.*

51,756. There are some questions put by Mr. Lee: "Are tenants expected to do haulage "for landlord's improvements, such as build-"ings and drainage?"—Yes.

51,757. "Are they paid for doing it?"—No.

51,758. "Do landlords charge interest on "improvements?"—Very rarely that I know of.

51,759. "In the case of free haulage, do the "tenants object?"—Very seldom; and of course if a tenant hauls just before he leaves his farm, he is compensated for it when he leaves.

51,760. "Have any refused to haul?"—Oh, yes: sometimes they have objected.

51,761. "What is the effect of such refusal?" —In every case that they have refused we have made some arrangement. If there is a good reason, that they are in difficulty about horses, sometimes I have met them and done part of the hauling for them, or put off the repairs till it is more convenient to them. It has caused no trouble.

51,762. "Have there been any applications "for allotments on the estate you represent. If "so, to what extent?"—None at Newbridge in connexion with Llysdinam, because there are a good many fields there. As to the Glanusk estate, you had that information from Sir Joseph Bailey, at Crickhowell.

51,763. "To the best of your knowledge, have "the landowners given every facility to their "tenants to come forward and give evidence "before this Commission?"—I have at all the rent audits for the last year and a half asked the tenants to come forward, and I have done all I could to bring them forward.

51,764. "What is the general condition of "the dwellings and out-buildings?"—In Brecknockshire, I think, they bear very fair comparison with other counties, and during the last 20 years there has been great improvement.

51,765. "Is the sanitary condition favour-"able?"—In some cases improvements might be made, but there is nothing unreasonable one way or the other.

The witness withdrew.

Mr. John Aeron Thomas called and examined.

Lord *Kenyon.*

See evidence of next witness.

51,766. You are Mr. Aeron Thomas, solicitor, of 18, York Place, Swansea?—I am.

51,767. You wish to give evidence with regard to what?—In the first place I wish to give evidence (and hence my attending at this place) with regard to the dealings of Mr. Campbell Davys, of Llanwrtyd, in the county of Brecon. I intended giving my evidence at Llanwrtyd, but you did not sit there, so I have come here, the nearest place. I may tell you that I have

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

given Mr. Campbell Davys information that I was coming here, as I was going to say some things that he might have a desire to answer.

51,768. You have a statement?—I have a statement which has been sent to you. I do not think I can do better than read it out.

51,769. Yes, will you kindly read it?—"I "propose to tender evidence respecting the re- "lationships which exist between Mr. R. Camp- "bell Davys, of Neuaddfawr, near Llandovery "(who is the owner of an extensive estate at "and near Llanwrtyd), and his tenants. My "evidence will deal with facts tending to show "(1) that the terms of the leases granted by "Mr. Campbell Davys and his late father (the "previous owner of the estate) are unfair and "oppressive."

51,770. Have you a copy of the agreement?—I have one of them. You will see that I have some paragraphs under the heading "Post office and premises at Llanwrtyd." I do not intend to say anything about that; it might prejudice the gentleman who acted at one time, and I have not his full consent to say anything about it. So that there is one part of this statement which I wish with your permission to withdraw. I shall first deal with the Dolcoed farm and hotel. Here is the original lease in this case (*handing same*) and here is the lease of the Berthlwyd farm (*handing same*). You will find in the lease of Berthlwyd that the tenant is not allowed to assign, underlet, or have any dealings whatever with the property without the consent of his landlord. The landlord has absolute control over the matter. Although that is a common clause, perhaps, in many leases, still any man that looks at it from a logical point of view must see that for the landlord to be able absolutely to say what the tenant is to do with his land is a great hardship, and I will prove to you in this instance how it has worked a hardship. Then I say in my statement:—"(2.) That Mr. "Campbell Davys habitually uses the penal "clauses contained in such leases for purposes of "oppression and extortion." As to that I will bring cases before you. "(3.) That Mr. Camp- "bell Davys habitually uses his position as "exclusive owner of land as a means of extort- "ing unfair means from his tenants, and by "threats of expensive litigation and consequent "ruin debars them from resisting his unjust "claims"—that is from having the benefit of whatever rights they have. I became aware of these facts through having acted as solicitor for some of the unfortunate tenants. I pass over the post office case and I will come to Dolcoed farm. You have had evidence from time to time before you that the penal clauses in the leases, the hard clauses in the leases, are not enforced. In this instance you will find that they were enforced. "These premises were let "on lease for 21 years from 29th September "1871 at a rent of 200*l.* or so to one Benjamin "Jones, who died a little over two years ago. "After the death of the tenant his widow re- "mained in occupation of the premises, and con- "ducted the business until the expiration of the "lease in September 1892. Just previously to "this, Mr. Campbell Davys served on Mrs. "Jones a notice to repair, which was over 100 "folios in length" (I do not know whether you understand what is meant by a folio; it is 72 words) "and required compensation amounting "to 494*l.* 10*s.* A copy of which I sent in. He "sought to charge the tenants nearly 60*l.* for "the cost of this schedule of repairs." Now, under an Act passed two years ago the landlord now is entitled to charge for the cost of the surveyor whom he sends to see whether the place is in repair or not. This schedule cost I do not know exactly whether it was 54*l.* or 55*l.*

Mr. *Brynmor Jones.*

51,771. Which Act are you referring to?—An Act amending the Relief to Tenants Act.

51,772. Section 14 of the Conveyancing Act, 1881, is the ruling Act?—Yes; there is no provision there that the landlord shall be entitled to the cost of inspection. An Act was passed two years ago giving that. In this instance a gentleman is sent to Llanwrtyd from London to examine these premises and the charge for that is 54*l.* odd. "Mr. David Jenkins, of Swansea, "made a careful inspection of the premises on "behalf of the tenant, and certified that it would "only cost 126*l.* 2*s.* 1*d.* to put the whole of the "premises into first class repair (that is a state "of repair of a much better kind than a reason- "able landlord could require at the termination "of a long tenancy). A copy of his certificate "I forwarded to the secretary. Mr. Campbell "Davys was informed by letter that Mr. Jones "had left his family very badly off and that if he "brought any action a plea of *plene admini-* "*stravit* would be substantiated and was also "informed that the tenant's surveyor had in- "spected the premises and of the purport of his "report, and he settled the case on payment of "120*l.* by the widow, stating that he had a fur- "ther claim of a few shillings of tithe which he "should insist upon. He subsequently stated that "he had taken all she had, and that if she had "more he would have taken that. He is now "enlarging the Dolcoed Hotel." If the repairs had been done they would be practically useless, because the whole thing is pulled down and the house is completely remodelled. So the 120*l.* he gets nett into his pocket, and he would have been nothing better if the place had been in a good state of repair. Now, as to the Neuadd farm property. A copy of this lease I produce (*handing same*), and particular attention is drawn to its clauses. The quantity of ground, I think, is about a third of an acre or something like that. "Mr. Rhys Jones, the tenant, erected "on the land houses of the approximate value "of 2,500*l.*, and with the consent of Mr. Camp- "bell Davys, the elder (the lessor) one of these "was specially built for the purposes of a hotel, "and called the 'Neuadd Arms'." The name of his own house with the coat of arms of Mr.

Mr. *Brynmor Jones*—continued.

Campbell Davys above the door, and it stood there for over 20 years. "The name and sign "were agreed to by the lessor; Mr. Campbell "Davys, the younger, after the death of the "tenant, tried to get the widow to enter into "fresh arrangements by which he would have "been enabled to take away the license from "the house, and actually did get her to sign a "certain deed by means, it is alleged, of fraudu-"lent devices and undue influence. She was "at this time the owner also of a lease of "premises known as Berthlwyd farm, to which "allusion is made later on, and in order to "force her to his terms about the Neuadd pro-"perty he commenced an action against her in "respect of Berthlwyd, of which particulars "follow." That is the next farm I talk to you about. "Mrs. Jones died in March 1892, "and in March 1893 Mr. Campbell Davys "served a notice preliminary to suing an eject-"ment (pursuant to the Conveyancing Act) and "to which was annexed a schedule of repairs "alleged requiring to be done to the premises. "A copy of this schedule has been sent in, it is "110 folios in length, and the notice of alleged "breaches of covenants required compensation "to the amounts of 2,000*l.* and 52*l.* 10*s.* respec-"tively to be made for the alleged breaches. "All necessary repairs had been previously done "and the premises were in good condition, but "in June 1893, Mr. Campbell Davys commenced "an action against all the parties interested in "the property to break the lease, and laid the "venue in Bristol." That I want to lay stress upon because if he had laid the venue in the county where the property is situated we could have had the jury to examine it. He laid it in Bristol, and because of the date it was impossible that we could get it changed anywhere but to Swansea, but they absolutely refused to have any inspection by the jury. All we wanted was for the jury to see what they were to decide upon.

51,773. Do you think the fact that the jury could not get a view was the only reason why Mr. Campbell Davys wished not to have a jury in the county?—Well, I cannot read Mr. Campbell Davys' reasons, but I tell you this that he laid the venue in Bristol. He lived at Llanwrtyd; all the parties lived at Llanwrtyd or Swansea, and still he goes to Bristol to lay his venue for the purpose of bringing the action, and he had ample time to get it tried at Brecon if he liked. Of course, I cannot read Mr. Campbell Davys' mind so far as that goes. "The "premises were inspected on behalf of the "tenants by Mr. W. J. Rees of Swansea, who is "agent for many large estates and has had "vast experience, by Mr. W. Watkins, J.P., late "of the firm of Thomas Watkins and Jenkins, "builders and contractors, Swansea, whose "practical experience is equal to that of any "man in the country, and by Mr. T. P. Martin "of Swansea, architect and surveyor, and "Mr. John Jenkins of the firm of Jenkins & Sons, "builders, Swansea. These gentlemen all stated "that the property was in good tenantable

Mr. *Brynmor Jones*—continued.

"repair. A copy of Mr. Rees's evidence given "after careful inspection of the premises is sent "herewith."

51,774. Was the case fought?—No, I explain that in a minute. This action was set down for trial at the Swansea Assizes last year, together with the action next referred to and disposed of as mentioned later on.

51,775. The case was settled, I understand?—Yes, settled, and I will give you the reason why it was settled. Remember that I have given notice to Mr. Campbell Davys to be here.

51,776. I do not think you ought to give us the evidence that you were prepared to give in support of your client's case at the assizes, because if we receive that evidence, Mr. Campbell Davys might ask us to receive the proofs of all his witnesses?—I only say that it is here if the Commissioners desire to see it.

51,777. But you see my point?—Oh, quite so.

51,778. All we want from a solicitor of experience like yourself, is your opinion with regard to the existing state of the law in regard to the relation of landlord and tenant as you come to speak upon that branch of the matter. Of course, if you could refer to anything striking or peculiar in these actions, as you have hitherto in your evidence done, well and good; but with regard to this particular action, I think if we were to receive the proofs that were in your brief, we could not refuse to receive the proofs in Mr. Campbell Davys' brief especially as there was a compromise of the matter between the parties?—I may tell you this much. I say this at the end of my remarks with regard to Mr. Campbell Davys. I regret that the Commissioners do not intend sitting at Llanwrtyd, as I had hoped they would have inspected the premises alluded to and formed their own opinion as to their condition.

51,779. My Lord and the other Commissioners do not in the least mean to stop you from giving us the admitted facts of the case, but do not be too particular about going into the proofs in that case?—Very well, sir.

51,780. I mean we cannot try an action that has been settled?—Certainly, but I was going to say this much to the Commission. I want to show that there are landlords—but there are very few I am glad to say—who do exact the letter and abuse the right that they have.

51,781. As I understand it, you say that the fact that you wish to bring before us is that Mr. Davys' two leases that are produced here are very much like others we have seen at Llandovery, they are very stringent, and at the end of the tenancy in two cases he has taken the most expensive legal proceedings that he could in order to maintain his strict legal rights?—Yes, it comes to that pretty well, but not quite at the end of the tenancy. In the case of Dolcoed it is at the end of the tenancy. In the case of the "Llanwrtyd Arms" there were 28 years expired of the tenancy.

Mr. *Brynmor Jones*—continued.

51,782. That was taking advantage of the forfeiture clause?—Taking advantage of the forfeiture clause, and that is by reason of keeping the house as a public-house, and by means I say of unblushing devices and scheming he got these people into his hands because he is a big man, and they trusted to his honour. I will give you an example of a letter that he writes, and afterwards he gets them to sign documents:—"Dear Mrs. Jones,—Your letter was "quite satisfactory, and I will when I next "visit Llanwrtyd take the papers I wish you "to sign to John Price for his approval. Nothing "will, of course, be done to injure your interest "in anything, and indeed, yours and mine are "pretty well the same." That is, he wanted to make the right of giving that public-house to be a yearly one. There are other documents here which will show the ingeniousness of the man, and the drift of his mind. I should like Mr. Brynmor Jones, as he is versed and learned in the law, to read the last two clauses in that document (*handing a document to the learned Commissioner*).

51,783. This is endorsed, "Mrs. Anne Jones and "Mr. John Price to R. Campbell Davys, Esq. "Request for grant of consent or license to use "a messuage demised by lease of 23rd May 1861, "as a public-house or inn." You wish me to read clauses 4 and 5 at the end?—Fortunately, that document was not signed. I wish you to run your eye over all the clauses at the end.

Lord *Kenyon*.

51,784. Was this prepared by Mr. Campbell Davys or his solicitor?—Yes, and sent to her, knowing that she had a solicitor—they were sent to her herself, trying to get her surreptitiously to sign it by fawning—pretending to be her friend, and that their interests were identical and trying to get her to sign these things.

Mr. *Brynmor Jones*.

51,785. "1. If the said Richard Campbell "Davys shall consent to accept such surrender "and grant such consent or license as aforesaid "or any modification thereof they the under-"signed Anne Jones and John Price will pay "the rent reserved by the said Indenture of "the 27th day of February 1886 up to the date "of such new consent or license as aforesaid "and during the continuance of such new con-"sent or license pay in respect thereof the "annual rent of 5*l.* by equal half-yearly pay-"ments free from all deductions except property-"tax." There is nothing wrong about that?—Well, it is in this way, that he converts the thing into an annual one. We allege that before that it was during the term of the lease, because it is a well-known principle of law that if you build a house suitable for a particular business although it is against the covenants if the landlord allows it to be done he is bound by that: he cannot blow hot and cold.

51,786. Then the second is, "That the said "Richard Campbell Davys shall stand and be

Mr. *Brynmor Jones*—continued.

"absolutely released discharged and indemnified "from and against all costs charges and ex-"penses of the said Anne Jones of and incident "to the said action of Campbell Davys *v.* Jones" ——?—That is an action that he brought to break the lease because he tried to prove that she had assigned without his license; and he tried to take away from her a ten years' lease worth about 100*l.* a year on that pretext.

51,787. "And from all claims and demands "on account thereof and if anything shall have "been paid by or on account of such costs "charges and expenses that the amount so paid "shall be repaid on or before the execution of "such new consent or license" Then 3. "That "upon that the determination by any means or "by reason of such new consent or license the "current Excise license for the said inn or public-"house shall forthwith be transferred to the "said Richard Campbell Davys or his nominee?" I want to draw your attention to that. He takes away the property that was belonging to this house and takes it anywhere else he thinks proper. It is not that he objects on principle to the public-house, but he wants the license himself.

51,788. "4. That the undersigned Anne Jones "and John Price will execute such deed or instru-"ment as shall be prepared by the said Richard "Campbell Davys or his advisers for the pur-"pose of carrying out such surrender and grant "of a new consent or license and securing the "due performance and observance of the con-"dition upon which such new consent or license "is requested to be granted and that the under-"signed Anne Jones and John Price will on or "before the execution of such new consent or "license pay and discharge all the costs charges "and expenses including counsel's fees of and "incident to the preparation and execution of "such deed or instrument." Then "5. That "whether surrender as aforesaid shall be accepted "or such consent or license as aforesaid be "granted or not"——?—It is not "granted" simply, mind you.

51,789. "That whether surrender as aforesaid "shall be accepted or such consent or license as "aforesaid be granted or not the undersigned "Anne Jones and John Price will upon demand "pay the costs charges and expenses of and "incident to the preparation of this document "including counsel's fee for settling same?"—He takes care of the counsel.

51,790. What was the consideration for this?—That is a mysterious thing. He wanted them to do that because he wanted to take away the license there and then. The consideration that he granted was that he would entertain their application favourably, according to my interpretation of it, and that he would allow them to be there as a yearly tenant as far as the public-house is concerned. He does not break the lease, mind you. I do not charge him with that then.

Lord *Kenyon*.

51,791. This man Price had a lease?—Mrs. Jones had the lease. She was the widow of a

Lord *Kenyon*—continued.

person who really was the making of Llanwrtyd. I am making that bold statement, that really he was the man who above all others was making Llanwrtyd; he was making himself very likely also, but still he was the pioneer of the place. Yet Mr. Campbell Davys and Mr. Rhys Jones look upon themselves as her friends and they write to one another "Dear Mrs. Jones," and so on. Here is a letter that I will read. I do not say that there is anything very objectionable about it, but still if you read between the lines it means something. There are several letters here, "Dear. Mrs. Jones"; "My dear Mr. Price"; "Dear. Mrs. Jones"; "My dear Mrs. Jones"; and then this letter here is, "Dr. Sir,—My man Daniel "tells me that you wish me to write to the "railway company upon some subject connected "with land held by you from your uncle and "landlord Mr. Rhys Jones, late of Llanwrtyd" (that was Mr. Rhys Jones the tenant of Mr. Campbell Davys who writes this letter, and he was the landlord of Mr. Price) "I decline doing "anything in the matter, but I daresay if you "write to Mr. Maitland" (that is underlined), "who is a director, I believe, I do not doubt he "will readily assist you as you assisted him in "the candidature of his son for the county of "Brecon." He asked his landlord to help him with the railway company in something and he declines to do it and says, "Go to Mr. Maitland "whom you assisted in his candidature for the "county of Brecon." I do not say the man has no right to do it, but I am only showing the relations between these people. For sometime it is "My dear." and next time it is "Dr. Sir."

Sir *John Llewelyn.*

51,792. But was there not some other quarrel involved in all this, a question about boundaries of land or something?—No. I am positively informed, mind I am only giving hearsay evidence, but to the best of my investigation there was no question at all between them.

51,793. Was there not some other question between them?—Not at this time and not afterwards as far as I am aware.

51,794. I think there was?—Oh, you mean with regard to the boundary land of this Neuadd Arms Hotel.

51,795. Yes?—There was a small boundary question there; but that came long after this letter.

51,796. It was not then?—No.

51,797. I fancied there was some other question as to a boundary?—Yes, there was another question. He got them first of all to pay 1*s.* a year for trespassing on a small corner of ground; the people thought it was 1*s.* a year to run concurrent with the lease. Afterwards he brings his action and says "I am to break the lease on "account of that"; and there were two or three other questions in the same way. I know that it is a difficult and rather ticklish thing to bring forward these things, but——

Mr. *Brynmor Jones.*

51,798. This is what you give by way of illustration of Mr. Campbell Davys' method; that is the way you use this?—That is so. I do not say that this is anything wrong as between two business men one standing aloof from the other.

51,799. What was the age of Mrs. Anne Jones?—She was about 75.

51,800. And what was the age of Mr. John Price?—He was a youngish man, not much at business.

51,801. Was he any relation of Mrs. Anne Jones?—A nephew or some such relation, I believe he was a nephew.

51,802. Then as a solicitor do you say that if Mrs. Anne Jones had consented to this it would have been very foolish under all the circumstances?—It would have been perfectly ruinous for her because the license of this house is worth at least 1,000*l.* The house is built for the purpose. It is a large house; not a big hotel, but a large public-house. According to the best evidence I have on the matter that license is worth 1,000*l.* at least.

51,803. And the point is that Mr. Campbell Davys goes and asks this old lady to make a most improvident bargain?—That is to say, taking advantage of his position.

51,804. Taking advantage of what?—Taking advantage of his position in a surreptitious roundabout way. I had been acting for her before, and he never submitted that to me. I acted in that very action where he wanted to get the costs against her.

51,805. And he knew that you were her solicitor?—He did. It is not once or twice that he did that. Now I will just read a little further. I shall not go through the whole of this with regard to the different things, but I want to say this, that ultimately this action was compromised; we paid him an extra 10*l.* a year for her being allowed to retain the license of that house for the whole term. We gave up the Berthlwyd farm altogether to him; there were four years unexpired; so that really these people in litigation and otherwise have paid 1,000*l.* It is true enough that Mr. Campbell Davys offered pretty well the same terms before commencing that action as he accepted at the last. It is right that I should say so. He offered the same terms pretty well, but there were about 15 people involved in the matter, and we could not get them at once, and of course we thought Mr. Campbell Davys would never try to do such a thing. The reason we did it at last is this. I put it down here, so that I may read it to you: "Rather than pro-"ceed with the action, as Mr. Campbell Davys "informed them and me, that although he knew "the action would go against him at Swansea he "would spend 3,000*l.* and even 5,000*l.* in appeal-"ing, if necessary, to the House of Lords, as he "was determined to crush"—I do not say that he used the word "crush," but he would make them bend rather than he would allow them to have any other terms from him. "These and

Mr. *Brynmor Jones*—continued.

" other statements of a similar character made " by Mr. Campbell Davys to me in the presence " of witnesses were to the effect that he was " determined to have his own way with his " tenants, that he was a rich man, whilst they " were not rich"; he used repeatedly the words; he did not blush at it. He said boldly, "Now " that license on the 'Neuadd Arms' is detri- " mental to me, and I will tell you why." He said, "I own two other public-houses in the " village, and if you take away that license I " will get more custom in my two public- " houses"; and he had a witness ready, so I am told, to prove that he was prepared to pay 10*l.* more for one of the houses, and hence he comes to us and says you must pay more. "That " he himself owned two public-houses, namely, " the Dolcoed and Bellevue at Llanwrtyd, and " that he was determined to benefit these pro- " perties at whatever cost. Mr. Campbell Davys " through his counsel opposed an application for " an order for the jury to view the premises in " question." After it was compromised he would not allow the tenant of Berthlwyd to sell her furniture in the house. He compelled her to take them outside and sell them on the lawn. The house is still vacant and empty.

51,806. You have no objection to the pleadings of the action and the terms of settlement being put in?—Not at all; on the contrary.

51,807. Mr. Vincent thinks it is only fair to Mr. Campbell Davys that there should be no ambiguity about the terms of settlement?—Oh, no, there are none. I do not want to hide anything. All I can say is that these were oppressive proceedings admittedly taken, not because there were any breaches of covenant for which he had any particular complaint, but he wanted an ulterior object; he objected to Mrs. Jones trying to let the place, not because he objected to the tenant at all, but he simply said, "I want to get that land back for myself. " Mrs. Jones makes so much profit by it that I " want to get it back for myself, and I do not " want under tenants of this place."

51,808. In your experience as a solicitor the majority of landlords would not have been advised to proceed in an action of ejectment under those circumstances?—I say so.

51,809. But Mr. Campbell Davys seeing a possible profit from the suppression of the license of this house, regardless of whether he had any chance in the action at all, went on in order to see whether he could not remove this license in some way?—That is so, and as he said he wanted to get his tenants to be bounden to him, and the same thing with regard to the license to assign, I want particularly to point that out to you. I have known a good many small landlords who have abused their power, but I have never known, except in this instance of Mr. Campbell Davys, of large landlords doing so.

Lord *Kenyon.*

51,810. Are these the terms of settlement (*handing a document to witness*)?—I have not the least doubt they are; but I cannot remember exactly.

Lord *Kenyon*—continued.

51,811. If they are, will you read them?

"1. Both actions to be settled upon the following terms:—

"2. Plaintiff will grant license to use 'Neuadd Arms' as licensed premises in same manner as now licensed for residue of term.

"3. Plaintiff will grant lease of encroachment (as defined in plan prepared by Mr. J. M. Davies) to defendant Thomas Price and Jane Price for residue of term of lease of premises the subject matter of the action at an annual rent of one shilling, the lease to contain *mutatis mutandis* the same provisions as the lease above mentioned. The scale costs of the lessors solicitors of preparation of lease of encroachment not exceeding 5*l.* to be paid by the lessee.

"4. The defendants other than Jane Price to enter into a joint and several covenant that they will transfer lease to plaintiff all licences upon premises for sale of beer, wine, or spirits at expiration of term. In case of difference the form of covenant to be settled by the conveyancing counsel of the court.

"5. The defendants other than Jane Price to enter into a covenant to pay an additional yearly rent of 10*l.* as a consideration for the license mentioned in No. 2, such rent to be secured upon the licensed premises in the same manner as the rent reserved by the original lease. As between defendants the 10*l.* to be paid by parties entitled to the 'Neuadd Arms,' but this in no way to prejudice the plaintiff's rights.

"6. The defendants in second-mentioned action will forthwith execute surrender of lease, under which premises the subject matter of that action are held from the plaintiff. The surrender to be prepared at the expense of plaintiff, but perused and executed at the expense of defendants. The plaintiff will take subject to existing sub-tenancies.

"7. Each party will pay their own costs of both actions.

"8. Plaintiff releases defendants in second-mentioned action against claims under lease of 12th February 1870.

"9. Defendants in first-mentioned action will do such repairs to premises subject matter thereof as may be considered necessary by Mr. J. M. Davies, of Froodvale, within five months.

10. "The defendants in second-mentioned action to be at liberty to retain possession of the uncut hayfields comprised in lease of premises to 1st September.

"11. Defendants in second-mentioned action to forego all claims under Agricultural Holdings Acts.

"12. Defendants in second-mentioned action to hand over lease subject matter thereof to plaintiff.

"13. No costs to be paid to plaintiff's solicitor other than those provided for in clause 3. No costs whatever to be paid to defendants by plaintiff."

Lord *Kenyon*—continued.

Now having said so much about Mr. Campbell Davys and his dealings, I wish to make a few remarks that I have prepared for myself. "I wish to supplement my evidence "as sent you on the 5th instant by giving "my impressions and opinions based on "personal experience and observation. I may, "in the first place, state" (I say this to prove that I am vain enough to think my opinion is worth something) "that I am the son of a "tenant farmer, and worked on the farm for "over three years from 15 years of age upwards, and were it not for the election of "1868, when such tyranny was displayed by "many landlords and a greater number of petty "agents, it is probable that I should be a "farmer, as my father up to this time believed "it the best calling (in which, notwithstanding "the necessary hard work, I agreed with him) "he would not hear of my being anything else. "The pressure put on him at this election and "the ill-treatment of many tenants throughout "the district directed my mind in another "channel, and my father in time consented to "my leaving the farm for the law. I have "ever since taken an interest in farming, and "am always glad to have a chat with farmers on "agricultural matters. I own two holdings, "and am interested in more, and have many "clients and some near connections that own a "good deal of land.

"Speaking generally, I am of opinion that it "is more desirable and beneficial to be a tenant "on a good large holding under a good landlord, such as Lord Cawdor or Miss Talbot, "than to own and cultivate an indifferent farm. "I think that nine out of every ten of those "that own large and extensive landed property "have a desire to deal justly and honourably "with their tenants, and among the small landlords the same may be said of four out of five, "but in many instances that desire is more or "less nullified, and I give reasons.

"1. It is often the case that the landlord and "tenant cannot converse, and hence the tenant "is not able to make his wants clearly understood, and the landlord does not get into full "sympathy with his tenant, which is a hardship on both, but the weaker suffers the "more." I may add there I found that of my own experience. My father was tenant of an excellent landlord, Mr. Lloyd, of Nantgwyllt; he was a man who could speak Welsh, and converse in Welsh freely. My father was a monoglot Welshman. The son of Mr. Lloyd was a monoglot Englishman, and he could not speak in Welsh, and when he came to the farm my father could never make him understand exactly, and there was not the same feeling that there was between the father as there was between the old Mr. Lloyd and the tenant.

Sir *John Llewelyn.*

51,812. Your family are the owners of that land now, I believe, are they not?—Well, it happens to be so. My brother has bought a considerable amount of property in Cardiganshire. I am not a tenant's man any more than I am a landlord's. I try to be impartial if I can.

Sir *John Llewelyn*—continued.

"2. The landlord sometimes is a good-natured and careless man who leaves all to his agent, who in many and most cases is not, and even cannot be, as lenient and favourable to the tenant as when the good landlord comes into direct contact with his tenant, and in some such instances the agent is a bad lot, and then woe betide the poor tenant.

"3. In other cases, and there are many, the landlord is a good and honourable man, but he selects his agent not for his knowledge of farming, sympathy with farmers, and kindliness of heart, but because he is a smart and sharp man of business, who will keep up, and maybe increase, the rent roll, and conduct matters without giving the landlord any trouble. These agents drive such awe and terror into the hearts of the tenants, who practically know not their landlord, and who in turn is looked upon as a cypher, and the agent is the squire in all but name.

"4. The church and parson influence is detri-"mental in many cases." I happened to live once in North Wales with a parson for a week, and when he and the squire of the parish had a glass of grog together, the talk among them was to find out which way the leanings of the tenants were, and afterwards to do something with them. I will allow you to judge what.

"5. The last and most frequent cause that the desire of the landlord is nullified is a financial one, and the landlord is driven to exact hard terms from his tenants as he is not his own master. He would if he could accept "reasonable rent and do repairs, and not sell "his estate along with the tenant's improve-"ments, but his mortgagees and the money "lenders dictate, and he has to obey and the "tenants suffer." I know many of those cases, the nicest and the most genuine man out, and who would do anything for their tenants if they could, but they cannot. "Before attempting to "show a remedy, I wish to draw your attention "to the hard, oppressive, and restrictive clauses "and covenants the good landlords are putting "into their agreements. Those practically can-"not be carried out, and the landlords seldom "try to enforce them; still they have a very "bad effect on the tenant, because—

(*a.*) "He knows he has signed to do what he "does not intend to," more than he can do, and he relies upon the leniency of his landlord.

(*b.*) "He knows that he is in the power of "his landlord.

(*c.*) "He has to play the hypocrite when "called to account." He is asked, "Why "don't you do so and so," and he pleads that he did not know, and things of that sort.

"Beyond all this these stringent agreements "become customary things, and are adopted by

Sir *John Llewelyn*—continued.

" the best landlords who enforce them on their " tenants, and I have had many cases brought " under my notice where purchasers from the " landlords strictly enforce their agreements." Gentlemen, it is nothing uncommon that the purchaser is a new man who comes in and says, " I know not Joseph," and he goes for him. " I " wish, however, to say that amongst large " owners and their heirs Mr. Campbell Davys " stands alone as the only one that has enforced " these claims to the letter, and has used every " means that a cunning mind could devise to " oppress and tyrannise over his tenants, and " then gloat over his wily ways and means. I " am told that there is one chance of softening " that individual, *i.e.*, by selling their indepen- " dence and flattering to him, and so outbidding " him in deceit," by selling their independence and getting on the dust before him and flattering him, and outbidding him in deceit, pretending to be what they are not. If you are manly about it, and stand face to face with him, he wants to crush you, but if you come down it is all right. That is what I mean to say. " The " law does not allow landlords to break leases." I just refer to that; it is in writing, and I will not waste your time about it, but I should like you to recommend that the expenses of this surveying on behalf of the landlord should be restricted to, say, one year's rent. " Again, I " hope you will recommend that licenses to " assign shall not be unreasonably withheld." I have nothing against licenses to assign. I have nothing against the landlord choosing his tenant, but I think licenses to assign should not be unreasonably withheld as in the case of Llanwrtyd and many other cases I have had to deal with.

51,813. Are not these words usually included?—They are very often, but unfortunately there is this. I am now taking leases from Lord Cawdor, and I take them cheerfully because I know Lord Cawdor is a gentleman, and his agents are gentlemen. I have no hesitation whatever in taking them; mining leases I am referring to now: but if that farm was to be sold to a sharper who would come and enforce the agreements it would be pretty well the ruin of any man who holds under them. I have most abundant faith in the gentlemen of our country, as they are generally called, but when sales take place and the land gets into the hands of other people woe and betide the people they come in contact with, and hence I say that we want some remedy. " The money " expended over these licenses in Swansea alone " is appalling." I make that statement. " My " firm for the last 10 years has paid over 1,000*l.* " and to no purpose, save to fee the agents of " the landlords."

Now, I come to rather questionable grounds I have been telling you facts in the past I hope; now I am coming to my own opinion. " Free- " dom of contract between landlord and tenant " in the abstract sounds well, but as the parties " are not on an equal footing it has been found " not workable, and it is desirable for the " country at large that some feasible and rea- " sonable solution should be found so as to " encourage large capitalists to invest their " spare money and receive, as heretofore, small " interest with the goodwill of their tenants, as " well as to give the tenant the land at a fair " rent with fixity of tenure, so that he may be " protected from the bad landlord, the un- " scrupulous agent, and last, but not least, the " land jobber, and to encourge the tenant in " following, to my mind, the finest employment " on earth, and thus protect both sides from the " agitator who thrives in the ratio he succeeds " in keeping the tenant and landlord at enmity." Now, it is no use in the remedies to make a tardy concession. We must go to the root of the evil and give something that will give satisfaction to the country, and place the landlord and the tenant on such a footing that they are independent to some extent, or, as far as possible, of one another, and still injure neither. " In the first place, I think the selection of " gentlemen as distinguished from sharp men as " agents very important. They should cer- " tainly be specially trained and should not be " too much engaged in other vocations, as they " should have time to reason with and hear the " complaints of the tenants, who are now often " treated as semi-serfs." What is the good of appointing a man who has no time to talk to a tenant? When the tenant goes to him he is just dismissed, not with a smile, but with a frown very often. " I am against land becoming the " property of the State or of local corporations, " and my experience of the Swansea Corporation " is that men elected on political or local topics " would make bad and miserable landlords, and " I do not like public officials who would have " their under hirelings *ad infinitum*, and thus " create a system under which corruption would " be courted" and encouraged. That is my experience of public officials who have any jurisdiction, or, as it were, any discretion. " I " wish to interfere as little as possible with the " freedom of contract, but the tenants should " have fixity of tenure with fair rent, and I see " no alternative but to create some tribunal to " settle differences between landlord and tenant, " with liberty for either party to invoke its " assistance. The usual three remedies are:—

" 1. *Fixity of tenure.*—This is absolutely neces- " sary, and will result beneficially in the long run " to all concerned, the land, the tenant, the land- " lord, and the country, as it will secure better " farming. I should allow a tenant to be ejected " for such reasons as—

" (*a.*) Non-payment of rent;

" (*b.*) Bad farming and general neglect;

" (*c.*) Disreputable and obnoxious conduct,"

crime, or anything of that sort; I should not encourage those. On the contrary, I should expel them from being my tenants if I had a chance to. Then the bankruptcy position must be dealt with.

" 2. *Fair rent.*—The landlord in the first " place chooses the tenant and the rent is

Sir *John Llewelyn*—continued.

" arranged, but every 10 years or so either the " landlord or the tenant to have right to have " the rent re-adjusted, and if they cannot settle " amicably the court or tribunal to arbitrate " between them. This court to have the " absolute power to settle the fair rent, and in " doing so it is not to value the tenant's im- " provement. The rent to be raised or lowered " as the progress and condition of the country " and agriculture justify, but not to absorb or " interfere with the tenant's improvements " within the preceding 30 years." To talk of five or six, or 10 or 20 years is not in it. My father was a farmer, as I said before; he went to his place in 1843. Now, if he had been turned out in 1863 or 1864, within 10 years, he would have been turned out with nothing whatever but his stock. I knew his affairs; I knew how he stood entirely; and I am proud to say he had a good landlord, and he was allowed to remain on; I am sure for the next 15 years he made clear on that farm at least 350*l.* a year, or else he would never have netted the result that he did at the last. It takes 20 years to make a bad farm a good one; 20 years is no good; you must at least give 30 years for any improvements I contend. It takes you a couple of years to make the land, and then you are a twelvemonth before you get anything out of it, and really the land is not getting into proper cultivation till 10 or 15 years later.

Then " 3. *Free sale.*—This right I would extend " to the tenant in a modified and restricted " sense, so that the landlord's interest may " not be jeopardised, and the landlord to have " the right to reject a purchaser that may be " objectionable, but such right not to be arbi- " trarily used. In not advocating absolute free " sale I know I am transgressing the ordinary " dictum of the 'land reformer,' but the tenant " or cultivator of the soil requires protection " from the middleman, the speculator, and " money-lender as much, if not more, than from " the landlord; and for my part, I think, to " create and encourage commercial dealings with " tenancies would, in the long run, be detri- " mental to the tenant, and would, above all " other things, estrange the good feeling between " the tenant and his landlord. The latter would " practically have no voice in the selection of " his tenants, and naturally his interest in him " would proportionately cease. To adjust the " rents and settle differences I suggest the " appointment of a tribunal, to be called, say, " arbitration or land court, the members to be " appointed and be directed from the Board of " Agriculture in London." I should not give much power to local county councils; they are elected on too uncertain a basis. " The President " of the Board of Agriculture to appoint, say, " 20 land arbitrators for South Wales, and a " similar number for North Wales. The courts " to sit in the Petty Sessional Division when " the dispute arises, with the clerk of the magis- " trates as legal assessor and clerk." These are, of course, only suggestions; I hope you will excuse my being so bold as to make them.

Mr. *Brynmor Jones.*

51,814. We are very much obliged to you. We have asked several times to get a practical view of a valuer's court?—" Out of the 20 arbi- " trators the landlord to appoint one, and the " tenant one, and these two to appoint an " umpire, and the decision of these three to " be final as to rent, and any question of " improvement or dispute arising out of the " tenancy. I would make it a rule that each " party pay his own costs, save when in the " opinion of the court either attempts to abuse " his right by bringing trivial and unreasonable " matters before the court, and in such case the " party at fault to pay the costs of the other " side, but such amount not to be oppressive." I do not want to appoint a tribunal where we lawyers and barristers would be too well paid out of it; I should like the landlord and the tenant to come and argue their own case before these arbitrators; so that it is not a matter of stock in trade with me, as it were; I do not want to encourage that. " The office of arbitra- " tors I would try to make more honorary than " lucrative, and I think plenty of good men " would be willing to serve on being paid a sum " to cover their expenses and a small hono- " rarium. The process must be simple, expedi- " tious, and inexpensive, and there must be a " registry, say one in South and the other in " North Wales, and if you like, have one in each " county to keep a record of all proceedings. I " suggest this court in the interest of the tenant, " but not less so in that of the landlord. The " latter is now the butt of every small agitator, " who denounces him in no measured terms, and " often on imaginary grounds, but if the court " is established the landlord will be relieved, " and a feeling must arise throughout the " country that the tenant gets justice from an " impartial tribunal. If these courts are estab- " lished they will be only for protection from " bad landlords, and, speaking for myself, I do " not think they will often be called to act, and " 9 out of 10 of the tenants will do better with " their landlords direct than by seeking the aid " of the court, whilst it will be a great relief to " the landlord to have a speedy tribunal to deal " with objectionable and quarrelsome tenants." I thank you, my Lord, and gentlemen, for allowing me to read this long statement. You have a copy of my paper, I think.

Lord *Kenyon.*

51,815. As to the penalising clauses, I suppose you would admit that in the present state of the law some penalising clauses are necessary against a bad tenant?—I do, certainly. I think there are more bad tenants than bad landlords as a matter of fact, but one bad landlord can influence the whole district, while one bad tenant only influences a man that is bigger than himself as a rule, and consequently the hardship is not so great.

51,816. As to fixity of tenure, do not you think that the majority of tenants have fixity of tenure now?—I do not think so.

Lord *Kenyon*—continued.

51,817. Practically?—No, they have not; the majority of them have not.

51,818. We have had a great deal of evidence to show that there are very few vacancies, very few changes of tenancy?—Well, if you notice, I base my calculation more on the fourth statement I make, that is, that the landlords are obliged to sell. There is an enormous quantity of land changing hands, and in almost every instance the rent is changed and the tenant's improvements are swallowed up in the purchase, so that I really do not consider there is fixity of tenure at the present moment. I know very well that you are perfectly safe in the hands of good landlords.

51,819. Yes, you have said so?—I should say here that you would do better with nine-tenths of them never to go to the court at all. The landlords are perfectly protected; they need never fear.

51,820. By sharp men do you mean solicitors and professional men?—I do not think agents should be solicitors. A solicitor, as a rule, if he has anything in his head, has got plenty of practice of his own, and to get a tenant to hang about an office all day to wait for a solicitor or to wait for any man that is engaged in other occupations is a great hardship.

51,821. Then the men you want would be the class of agent who is educated at Cirencester College or Downton, and has gone through a course of farming and practical estate management?—I think that is very desirable.

51,822. Do not you think that that class of agent is increasing?—Possibly so, but not in small out-of-the-way counties. I know more of Cardiganshire as a matter of fact than I do of any other county.

51,823. In my experience every poor gentleman's son who has nothing else to do thinks he will be an agent?—Well, as a rule they make very good agents. I have had very pleasant ralations with many of them.

51,824. I fully endorse your view as to the professional land agent. Now, how would you arrive at a fair rent?—I think this. In the first instance the landlord and the tenant ought to settle that amongst themselves for the first time, but if after 10 years or 15 years—10 years has no charm for me—say 10 or 15 years, the tenant cannot do, there is no use keeping him there to the grindstone. He has no other place to go to, and practically he is not a free agent, I should say this, that some tribunal should come in and say what is a fair rent. I happen to own a small farm. The farmer came to me last year and said, "I want a reduction." "Well," I said, "you know you "told me at the time I bought this farm that "you were willing to pay 10*l.* a year more than "you pay now." He offered me 64*l.*, and I took 54*l.* from him. He said he would give 64*l.*, but he thought the place was worth only 54*l.* I said, "If you think it is only worth 54*l.*, why "do you offer 64*l.*?" "Well," he said, "I must "get a place to inhabit." "Well," I said, "You will have it at 54*l.*, and I hope you "will pay it." As it happened he was a servant that I knew when I was a boy; he worked on my father's farm. Anyhow he had the place, and then last year he came and wanted a reduction of 5*l.* Now, it would have been very much more satisfactory for me to go to someone and say, "Now, go and value that place"—"Get some independent man to do it, and I will "abide by what he says."

Lord *Kenyon*—continued.

51,825. What I want to know is how that third party would value it?—That third party would value the land at what was really the agricultural value of it.

51,826. But what is the agricultural value of it? Is it the competition rent?—No; what a tenant could pay for it reasonably having a living first.

Mr. *Brynmor Jones*

51,827. With a view of making profit or simply carrying on the business?—I would not give very much profit. I should allow him to use his ingenuity to make a profit. I should say he must get a living; if he makes a fair living there I would not reckon upon his making a very large profit. I certainly would give some profit. Every man is worthy of his hire.

51,828. In your calculation would you allow us interest on capital?—Certainly, there would be no profit without that.

Lord *Kenyon*.

51,829. It seems to me that a landlord who has possessed the land for a long time, and a tenant who has farmed the land for a long time, would know better what the farm is worth than any outsider?—Well, if they do that, I do not propose to call in the court. The court is only necessary when they cannot agree. I do not make this court compulsory upon everybody. I only give the right to go there and seek aid from it when aid is wanted.

51,830. Of course one man can get a great deal more out of a farm than another?—I know that.

51,831. It is a very different matter to arrive at what is a fair rent?—Oh, it is a difficult subject, I know very well. I should like freedom of contract first of all myself, but I am convinced from my experience that it is not a fair thing, especially in these days when people are so fond in some counties of living beyond their income, and the tenant does not know when his landlord is going to sell. In some districts now that I know of they are hanging on: they do not know when the landlord will sell, and their interest will be sold with it.

51,832. Do you think that such a court would lower or raise the value of land—the sale value?—I think it would rather raise the sale value and I will give you the reason for it. I know three or four clients I have of my own now that would go in for land, but they hear so much denouncing about it that they prefer not to.

Lord *Kenyon*—continued.

51,833. But on the other hand, do you think people would buy farms if they were obliged to keep the sitting tenant there?—I think they would, and if not it would be a hardship on the other side to be turned away if there was no reason for it. I would not give attention very much to what they thought about that.

51,834. Of course it is admitted that there ought to be full compensation in case of sale, and that that is a matter which is omitted out of this Act?—I think so, but really you cannot give compensation to the tenant. He wants his place. To turn him out means turning him out of his cherished home, the place where he has been brought up and lived. Suppose I had been a farmer, and instead of turning to the course I did when I was about 35 or 36 years of age the farm had come into the market, I should have done anything to buy my farm if I had had to borrow very likely all the money I could possibly get hold of. The result would be that that would make me a poor man. I know instances in Cardiganshire where tenants having done exceedingly well, and had bought their own farms at these sales, especially in 1874, but whilst they went in opulent men, they have eventually come to beggary because they have borrowed so largely, and have had to pay more interest on the borrowed money than they did before in rent—after sinking all their capital they have to pay more money in interest on what they borrowed than they had to pay in rent before.

Sir *John Llewelyn.*

51,835. The mortgagees were not very good landlords?—Very poor ones.

Lord *Kenyon*

51,836. It seems to me in Cardiganshire particularly, a very large number of sales have taken place—I mean more than in any other county in the Principality?—I have two or three farms I should be glad to sell.

51,837. There seems to have been a very great number of sales?—That is so. I am speaking more or less of Cardiganshire, though I have a few clients among the Glamorgan farmers—not a very large number.

Sir *John Llewelyn.*

51,838. Would you give us your opinion as to what you mean by free sale. I did not quite follow you there?—I think in the ordinary three F's free sale is for the tenant to sell his tenancy.

51,839. To an incomer?—Yes.

51,840. But would he not be selling that which is not his now. Once you admit a system of that sort, you never could stop it, it seems to me?—No.

51,841. Because if a tenant once pays for it when he goes in you admit that he has a right to sell it when he goes out?—If you notice I do not go in for free sale.

Sir *John Llewelyn*—continued.

51,842. But would you kindly explain what you do go in for. I want to know what you mean by free sale?—By free sale I mean in the ordinary acceptation of the three Fs the right to sell the tenancy—freedom of sale of the tenancy to the best bidder. I do not approve of that.

51,843. You do not approve of that?—No, I do not approve of it. If you notice I say in a very restricted and modified sense.

51,844. Then let me know exactly what is in your mind—how far you think it right that we should go?—I should do very much the same as they do in Ireland on the Ulster system. Of course this is a matter of detail, and if the Commissioners would like me to take a little more trouble and expound myself at greater length—I was afraid I had been too long already—I should be pleased to do so.

51,845. I take it you do not mean that you would give to an outgoing tenant the right of selling that which he had not bought?—Well, I should allow him this: if he could not come to terms with the landlord as to what he is entitled to in going out I should allow him something on his going out for his improvement.

51,846. Oh, yes, the unexhausted improvements you mean?—Yes, I should not allow him for anything else.

Lord *Kenyon.*

51,847. You would not allow him to choose his successor, and demand a sum of money from his successor?—No, I would not. I say so clearly in my statement.

Sir *John Llewelyn.*

51,848. I do not think you said so clearly: I did not understand so at any rate?—I beg your pardon. I intended to say so clearly.

Mr. *Richard Jones.*

51,849. I did not understand very well whether you were in favour of the landlord and tenant treating for the rent at the commencement of a tenancy, or whether the Land Court was to adjust the rent in the first instance?—I allow absolute liberty between the landlord and tenant at the beginning.

51,850. So that if a tenant fails to agree with the landlord at the commencement of the tenancy the Land Court is not to be called in to arbitrate?—No. If a man cannot agree with his landlord he is no tenant. I give him no footing until he is bound, say, for a matter of 10 years. I do not want to allow the tenant to play with the landlord.

51,851. So that practically he is to pay competition rent for the first ten years?—Well, if you call it competition rent—I mean the rent that he will agree with his landlord the same as it is now practically. If not, you really reduce

Mr. *Richard Jones*—continued.

the landlord to a mere receiver of so much money out of the farm.

51,852. But is it not probable that the landlord in that case would be more likely to let to the highest bidder than he otherwise would?—Well, I am afraid I can see no remedy for that. That would be justice to both sides, or as near justice as I can think of.

51,853. If you think that, do not you think a period of 10 years is rather long?—I do not. I think a man ought to be keen and perspective enough to anticipate the next years. I do not want the tenants to be plastic and weak. I want to get strong men to be tenants, and let those strong men have fair play afterwards.

51,854. But the complaint with reference to the period under the Irish Act, which was 15 years, was that it was much too long?—Well, I say 10 years, that is five years shorter.

51,855. That brings it down to some extent, but you know the price of stock and produce fluctuates very much in the course of 10 years?—Very well, then I am willing to make it five. I only mentioned 10 years because you really cannot do anything on the farm under five years and not very much in 10 years.

Mr. *Brynmor Jones.*

51,856. Seven years was fixed by Mr. Bryn Roberts' proposed Bill?—I only mentioned 10 years because I thought 15 was too much, and I thought every decade would be the better period to take.

Mr. *Richard Jones.*

51,857. And of course you think that if the landlord in the course of five years is to adjust the rent, it will be a protection against the landlord raising the rent on any improvements which the tenant has made on the farm?—Certainly. I would not allow the raising of rent at all at any time for 30 years on the improvements of the tenant. I tried to say so in my statement—that I would give 30 years for improvements of the tenants without touching it. He ought to get that.

Sir *John Llewelyn.*

51,858. Will not that have the immediate effect of raising rents on large estates?—I do not know. I cannot see it.

51,859. Very well; it is a matter of opinion?—Well, I do not follow that quite.

Adjourned for a short time.

Mr. *Griffiths.*

51,859A. You are of opinion that many tenant farmers are not in a position to converse freely with their landlords and agents?—Yes, especially so in Cardiganshire.

51,860. In most Welsh districts it is so, I suppose?—Well, I know more of Cardiganshire. I should say in most Welsh districts it is so.

51,861. We have been told that language and politics make no difference in most places where we have been, but you are not of that opinion?—No, I am not. If a man cannot converse freely, he cannot make his landlord understand what he wants.

51,862. You are also aware, I should say, that landlords at the present day pay more attention to the Welsh language, and have their children taught more Welsh than formerly?—I think there has been a great improvement in that way the last 10 years.

51,863. And an improvement the other way—more English taught?—I may say this, during the time I was in Cardiganshire from 15 years of age, the chances of hearing English arose through tramps, and that kind of people coming round; it was exclusively Welsh.

51,864. You are of opinion also that tenants very often sign agreements which they know nothing about?—Practically the tenants sign the agreements that are current on the estate.

51,865. Without looking into them?—My mother, in the year 1875 when the place was re-valued, was not told whether she would be allowed to remain on the place or not, until she went to pay the rent well on in September, and there and then an agreement was produced before her, and it was said if she wanted to get the place she was to sign it, and she did sign it.

Mr. *Griffiths*—continued.

51,866. These penal clauses are not enforced on most large estates, but you have shown us to-day that there are cases where lands are sold which is prejudicial to the tenant?—Yes.

51,867. Then you mentioned fixity of tenure. Do you not think that if tenants were really paid for all the improvements they had made, they would be able to make the land produce more than if they had not really fixity of tenure—I mean if they knew they were certain of having compensation for all the improvements they made?—I am not so much an advocate for compensation as for fixity of tenure. I think a man takes a farm for the purpose of making his home there practically for his life, and I certainly would give him compensation if he is turned away, but I would not allow the landlord to turn him away unless there was very good reason for it.

51,868. Do you not think the tenant would have more confidence in going on if he knew he would be paid for anything he did?—I certainly think that.

51,869. As a rule, when leases are taken, tenants do not always get the very greatest amount of produce out of the ground as they should, whereas if they had only a yearly tenancy and safe payment for improvements, they would go on continually making the land produce as much as possibly could be got out of it?—Yes, that I think would follow.

51,870. Then you think it very necessary that agents should be well qualified to understand their work thoroughly?—I do, and give themselves up to it, more or less, of course. You cannot in every case say it should be exclusively so. I think there are some excellent agents.

Mr. *Griffiths*—continued.

51,871. I am very pleased to hear you say so, and excellent landlords too?—Yes, there are. I should be pleased to name one or two if you like.

51,872. I think we have found out a good many of them, but still there are some bad landlords?—Yes, and bad agents too.

51,873. It is in consequence of that that you want the change of law, is it not?—That is so.

51,874. Do you think this continual selling of land—there is not so much in this immediate neighbourhood—tends to have a bad influence on the farming of the district?—If the tenants are strong enough to buy their own holdings it would not have a bad effect, but as a rule, they are not, and now the sale of the land without fixity of tenure or compensation to the tenant has a very bad effect, because the tenant never feels safe.

51,875. Do you not think that the tenants are in too much dread to farm well?—Yes. I say they never feel safe. I do not think they farm well, and I do not think any sensible man would farm well when he knows that all his improvement may be taken away from him without compensation at an early date.

Mr. *Brynmor Jones.*

51,876. You have had a great many years experience as a solicitor, have you not?—Well, I am getting older; I have had over 20 years of it now.

51,877. You have consequently had a great deal of experience in getting evidence, and you have come in contact with many tenant farmers and persons of the same class throughout the Welsh counties?—I have in my professional capacity; I take pleasure in talking to tenant farmers.

51,878–9. Do you think that the tenant farmers are afraid to come before this Commission?—I cannot say that I have come in contact with a case that I can mention, but this I can say, that a tenant who knows that his landlord would disapprove of his coming forward, and is in the hands of his landlord, and nine-tenths of the tenants are in the hands of the landlord, it would be detrimental to his interests to come forward, and I feel satisfied he will not come forward to tell the candid truth. Common sense tells me so, and my observation, and what I hear from the people.

51,880. In reference to the Agricultural Holdings Act, 1883, does your practical experience suggest any sound reason for making it a condition precedent to the tenant's claim that two months' notice in writing should be given?—I think it is a very detrimental clause to the tenants.

51,881. In the same way you can see no reason why the landlord should be bound to give 14 days' notice in writing before he can make his counter claim?—Certainly; I should apply the same thing to the landlord. Inasmuch as he is generally more educated, and knows more what he is about, the less he requires protection.

Mr. *Brynmor Jones*—continued.

51,882. In effect, the clause is this: that if a man omits to give two months' notice in writing he forfeits all right under the Act?—That is how I read it.

51,883. Have you, in your experience as a solicitor, been concerned in any cases under the Act?—Yes.

51,884. What do you think of the procedure provided by the Act for the enforcement of the claims of the landlord and tenant respectively?—Cumbersome, tedious, and clumsy; more so than expensive.

51,885. Rather expensive too?—Yes; rather expensive too, but the machinery is a cumbersome one, and difficult to put in action. The tenant certainly cannot do it himself, he must get some expert to do it for him.

51,886. Does your practical experience, as a solicitor, suggest any objection to the matter being dealt with in this way. I am putting aside the more extensive systems of reform, such as the one you propose to the Commission, but does your practical experience as a solicitor raise any doubt in your mind about the propriety of some such procedure as this, that at the determination of the tenancy either the landlord or the tenant might go to the county court judge and ask him to name from a list of valuers appointed either by the Board of Agriculture or the county court judge, a valuer who shall have full and absolute power to decide disputes under the Act, and whose award may be entered up as a judgment of the court?—I think some such simple process as that would be a very excellent one, but with due deference to county court judges, I do not think I should give them the power to name the valuers themselves. I should certainly get some tribunal specially qualified on that point to name them.

51,887. The evidence given before leads us to think that both landlords and tenants disapprove of legal proceedings, not so much so far as the substance of the justice which they obtain is concerned, but because of the expense and delay of legal proceedings in our courts?—I can thoroughly appreciate that. For instance, take this case of Berthllwyd. We contended there that a 5*l.* or 10*l.* note was amply sufficient to put Berthllwyd into any state of repair that any landlord could possibly desire. That was the farthest extent we could go. Looking to the surveyor's expenses, applications to the court, and for the writ, and so on, and afterwards the tribunal to try it, because it would be referred to some practical man, then I am satisfied the expenditure would not be less than 100*l.* to 150*l.* on both sides, and that where there was a matter of 5*l.* in dispute.

51,888. That being the popular opinion, and being one which, upon the whole, you justify, the difficulty, on the other hand, that we are met with is this—that if you appoint a valuer only, or if the parties agree upon a valuer only, there is no method of enforcing the award of the

Mr. *Brynmor Jones*—continued.

arbitrator?—To put that machinery in motion is a very simple thing.

51,889. Do you think that the county court is a tribunal in which people would have confidence for the purpose of enforcing the award of a valuer?—I think it would suit admirably. The duties would be exclusively executive as it were.

51,890. Quite; that is to say, the system of the county court would be brought into motion upon the valuer's report being brought into the county court?—Yes.

51,891. Did I understand you aright when you said you preferred an arbitrator or valuer being selected from a list of valuers appointed by some central authority, like the Board of Agriculture, rather than the county council or the county court judge?—I should. County court judges are not responsible to anyone, as it were, except to their conscience, and their own ideas of what is right. I think that a public appointment like that should be in the hands of someone outside the district altogether.

51,892. I think that is the real reason that the appointment ought to be in the hands of some central person acting upon ministerial responsibility and away from the district. The county court judges are, like all other officials, responsible?—Oh, dear, yes. At the same time the light of public opinion does not play upon them so very severely as upon some public officials.

51,893. Have you any suggestions to make as to the schedules in the Agricultural Holdings Act, 1883?—The matter of division of the schedules is rather a detail. I will say this, with regard to the schedules, that you get 20 years for buildings, seven years for other repairs, and two years for the remainder—for manure. I consider those three terms are too short. As to the division in the schedule itself I have not paid special attention to it.

51,894. What do you say to the schedule as to improvements, to which the consent of the landlord is required?—I would not want the consent of the landlord.

51,895. And erection or enlargement of buildings?—I would have the consent of the landlord there, except the building was necessary for the holding.

51,896. What do you say to the laying down of permanent pasture?—I would not want the consent of the landlord there.

51,897. As to water, meadows, and irrigation?—I would not want the consent of the landlord to that.

51,898. Gardens?—Nor to that either.

51,899. Improving of roads?—No, I should not want the consent of the landlord there to do it reasonably. I would not put them like turnpikes.

51,900. You would rather like to put a money limit upon it?—That is so.

51,901. No—improvement beyond, say, 50*l.* or 100*l.*?—Yes, or so many years on the rent.

51,902. Does any other remark occur to you in reference to this schedule?—I have not really had the schedule before me for some time. As to planting of orchard and fruit trees, I think that ought to come in for valuation without the consent of anyone. There are a good many things here that are not applicable to the district I am accustomed to. Of course, I have only just glanced through the schedule, but for the moment I do not see anything else in it to mention.

51,903. You gave us a suggestion for remedying the evils of our existing land system which seemed to me not very dissimilar to that suggested by a Bill called the Land Laws (Wales) Bill brought in by Mr. Bryn Roberts and Mr. Bowen Rowlands. Do you know that Bill?—No, I never read Bills. It is quite enough to do to read Acts of Parliament when they are passed.

51,904. There is another Bill the Land Tenure Bill, which is not fundamentally dissimilar, which created a kind of judicial tenancy?—Yes.

51,905. Shortly stated the theory of the Bill was this, that the tenant might go to the court to get a fair rent fixed for seven years; that so long as he after the rent is fixed continues to pay the rent so fixed, and to comply with certain statutory conditions, viz., as to farming, repairing, and other matters, he cannot be turned out by the landlord. That would remain in force for seven years. That is what I understand to be your suggestion?—That is so.

51,906. Omitting details, the suggestion on principle is the same?—Yes. Fixity of tenure is the first cardinal point in my programme.

51,907. You have said something about free sale. I do not see how that comes into the scheme?—The difficulty would be this, a tenant leaves either through ill-health or some other cause. He may want to leave the country; his children may be located in another country, Australia, America, or the Colonies, and he may wish to leave. What should the tenant do? I would not allow him to sell that to anyone he thought proper, but I think he should submit certain names of tenants to the landlord, and the landlord should have a right the same as they have in the custom of seeing that the terms he sells at are fair, and the tenant is one of whom he could approve.

51,908. You suggest that the tenant should be able to assign his judicial tenancy, or rather the true way of saying it would be, tenancy from year to year on the judicial conditions to any person, subject, however, to this proviso that the landlord may for some good reason reject the assignee as tenant?—That is so. There is a little book I have obtained within the last few days, which goes very fully into the matter, called "The History of Land Tenure in Ireland," being the York Prize Essay at the University of Cambridge for the year 1888, and the result that this essay arrives at is very much on the lines which you have foreshadowed now.

51,909. Do you think it is fair that a tenant should have the right of giving a notice to

Mr. *Brynmor Jones*—continued.

quit or of terminating the judicial tenancy while the landlord cannot do the same?—I think it would be right for him to do so, but I should rather put a restriction upon his right of selling; that is, he should sell to a man who would be approved by the landlord.

51,910. That is not quite my point?—It does come to that partially.

51,911. What is in my mind is this, supposing a fair rent was fixed, we will say in the year 1895, and there was a further fall in prices. The tenant finds the fair rent of 1895 has become the unfair rent of 1897, and he says; "I will give up this holding, and I will give notice to quit to my landlord?"—The landlord could reject that on any reasonable grounds.

51,912. You would say that the landlord might hold the tenant down for seven years?—That is so on any reasonable grounds. I should allow a free sale. There are some people that treat the land question in this way, they allow free sale *ad libitum*.

51,913. Then supposing no one would be fool enough to go and buy because owing to the fall in prices the rent has become an unfair rent?—Yes, that is so; and if he wanted to give it to a man of straw the landlord would object to the man of straw necessarily. I do not think the tenants should be scot-free of all contracts; I want to have them as men of backbone.

Mr. *Richard Jones.*

51,914. To pursue that question which Mr. Brynmor Jones has raised with reference to the notice to quit that would be given by the tenant in consequence of what was a fair rent in 1895 becoming an unfair rent in 1897, may I suggest this, that the difficulty might be met by giving either the landlord or the tenant the power of appealing against the rent at any time within the seven years?—I would not do that. I should fix the thing for seven years. We ought to see far enough ahead for seven years. I would make the thing commercial to that extent. We protect the tenant all round, and I would certainly hold him to his bargain. You must not treat the tenant too much as if he was a child; let him do something for himself.

51,915. It is in the interest of the landlord as well as the tenant?—If it is in the interest of the landlord they would agree together.

51,916. Supposing that they fail to agree?—I think seven years would be quite often enough to have the question reopened. That is the view I take of it.

Lord *Kenyon.*

51,917. I have some questions to put to you by Mr. Vincent, with reference to the Campbell Davys matter first: "Do you object to admit-
" ting the copy correspondence from Mr. C. J.
" Jackson's brief in the action"?—I do. I do not know what is in the copy of correspondence in Mr. Jackson's brief.

51,918. Do you know what Mr. Jackson's brief was?—No, I do not.

Mr. *Brynmor Jones.*

51,919. It was the brief of the opposite party, I presume?—Yes.

Lord *Kenyon.*

51,920. You object?—Without knowing what it is I cannot admit that.

51,921. "Was not the question of the en-
" croachment raised by letter of October 18th,
" 1877. Was not this some years before action
" brought?"—I think it was.

51,922. "If Mr. Davys says that Mr. Price
" told him in the presence of a witness that you
" had not informed her of his offers to settle, is
" that correct?"—It is not correct. Mrs. Price is in the court now, and she can speak for herself.

51,923. "When did you give notice to Mr.
" Campbell Davys?"—Notice of what?

51,924. That you were coming here, I suppose, it means?—I sent it away the same time as I wrote to the Commission, the day before yesterday, and he is at home I am told.

51,925. "After writing the letter of Decem-
" ber, 1886, could you expect Mr. Campbell
" Davys to show a conciliatory spirit?"—I am not aware what that letter is.

51,926. "Without prejudice. 18, York Place,
" Swansea, December 18th, 1886. Dear Sir,
" Campbell Davys *v.* Jones. My client has defi-
" nitely decided not to accept the offer of plain-
" tiff. She consents to my repeating the terms
" that I offered you before and thus have an
" end to all litigation, as at her time of life she
" is most anxious to have a little peace of mind.
" I shall be glad if you will let me have a copy
" of the document signed in February last, and
" I wish you to distinctly understand that her
" execution of same was obtained by fraud.
" Under the circumstances I must ask you to
" reply on or before the 22nd instant. Yours
" truly, J. Aeron Thomas?"—What is the date
" of that?

51,927. December 18th, 1886?—That is the letter I believe I wrote. That action that was on then was discontinued by the plaintiff.

Mr. *Brynmor Jones.*

51,928. Notwithstanding you wrote that letter he discontinued the action?—He did; and furthermore, the plaintiff has had interviews with me—I believe I am speaking within the mark—a dozen times since then, and on most friendly terms. It is a mysterious thing—you do not understand the man unless you know more about him.

51,929. You charged him with fraud, and yet he was perfectly friendly afterwards?—Yes, he was in my office three or four times. He was in my office to settle the last action, when the 120*l.* was paid.

51,930. That letter was written after instructions?—Yes.

51,931. You were duly retained at that time?—The action was going on.

51,932. You headed the letter "Without prejudice"?—Certainly.

Lord *Kenyon.*

51,933. "Did your client refuse to admit the plaintiff's surveyor?"—I am not aware of it.

Mr. *Brynmor Jones.*

I think in justice to the witness it ought to be understood that the letter of December 18th, 1886, was read at the request of Mr. Vincent.

Lord *Kenyon.*

51,934. Yes. You understand that in fairness to both parties I read the questions and the letters? They are no questions of ours?—Oh, I have no objection to answer.

Lord *Kenyon.*

We quite understand, Mr. Vincent. You are acting for Mr. Campbell Davys in this matter?

Mr. *Vincent.* Yes.

Mr. *Brynmor Jones.*

It is a serious thing if the Commission read letters which possibly may be defamatory.

Mr. *Vincent.* You are doing it at my invitation.

Lord *Kenyon.*

51,935. Yes, we wish to shift the responsibility upon you. Just answer the question; "Did your client refuse to admit the plaintiff's "surveyor?"—Not to my knowledge. I know this, that the plaintiff's surveyors were on her premises during the busy season of 1893, and going through four or five rooms greatly to the loss of the trade of the house.

51,936. In the public-house?—Yes, in the public-house. It was in July, during the season. She made serious complaints to me, and I told her to forbear with them, and give them every facility. She is in court now, and can speak of those things better than I could.

51,937. There is one question by Mr. Lee: "Do you know of any cases where preference is "given to Churchmen when farms are to let?" —Well, I would not like to say definitely on those points. I have not had very much to do with very big landlords. I know from hearsay in Cardiganshire—I do not know of any other county in that respect—that preference has been given, but, as I have said before, I happened to be in the company of a parson in 1875 when that question was fully discussed, and I quite understand that the Nonconformists are looked upon as lepers, and not as desirable men.

The witness withdrew.

Mr. J. E. Vincent recalled and further examined.

Lord *Kenyon.*

51,938. We wish to deal with this matter as shortly as possible, in order to take the Brecknockshire evidence?—Certainly. This is a Brecknockshire case. First of all I have received from Mr. Campbell Davys to-day a letter sent by special messenger, in which he says he regrets very much that being confined to bed with a cold he cannot get to Builth to-day. Secondly, having regard to what Mr. Aeron Thomas has said about this "Neuadd Arms Hotel" case, Llanwrtyd, I will go as nearly as I can to making this bundle of letters strict evidence, but I do not think I can quite do it. Last night I received in the ordinary form the brief for the junior counsel for the plaintiff in the action of Campbell Davys *v.* Price and others. It was a brief of Mr. C. J. Jackson, and was endorsed in his name (and that would ordinarily be accepted I think): "Judgment by consent on terms as within and signed by the parties." That would refer to the terms of settlement which your Lordship has.

51,939. Do you wish us to print all those documents and letters?—Certainly not. That is exactly why I am endeavouring to shorten it in this way, if I may say so.

Lord *Kenyon*—continued.

51,940. Otherwise the Treasury might object to it?—I think they possibly would. Inside that brief I found what Mr. Brynmor Jones, I think, would admit to be an ordinary form of copy correspondence. That copy correspondence Mr. Aeron Thomas has declined to admit as evidence, but I think on reconsideration, he would probably be likely to say that it would not be usual and it would not be profitable for solicitors to invent correspondence alleged to have passed between the parties.

Mr. *Aeron Thomas.* I would not make any such suggestion as that.

Lord *Kenyon.*

I understood you to say, Mr. Thomas, that you could not accept it as you had not seen it.

Mr. *Aeron Thomas.* Certainly.

Witness.

Exactly. I may say I am entirely unable to understand the original arrangement made in

Witness—continued.

respect of this lease, because it does appear that in this lease there was a covenant that this house should not be used as a public-house, or for the sale of beer and liquors, and it appears from the very beginning that it was built as such a house, and was used as such, but from the very beginning it also appears that Mr. Campbell Davys, senior, who was then in possession of the property, insisted that Mrs. Anne Jones should ask each year for leave to use this house as a public-house. So that it is quite clear that that was present to her mind the whole time. There is a letter to which I must refer (and in fact, I am specifying these letters in order that I may shorten the notes) of the 4th of February 1875 :—"Castle Hotel, Llandilo, "February 4th, 1875. W. H. Campbell Davys, "Esq. Dear Sir, I beg to enclose you a cheque "for 28*l.* 5*s.* I am very sorry that it quite "escaped my memory in writing to you last "year concerning the 'Neuadd Arms' licence, "but will do so now for the coming year. I "remain, yours obediently, Anne Jones." Then after that there was a letter written by Anne Jones :—"Dear Sir, I write asking you a favour "of allowing the 'Neuadd Arms' to still remain "a licensed house."

51,941. What year is that?—That is 1875.

51,942. (Mr. *Aeron Thomas.*) I believe the house was built in 1861, my Lord?—Yes. The same description of letter was written in 1876. I think I need not read through the letters. The same on September 25th, 1877, and I forget whether there are more of them, but that is quite enough for my purpose.

Mr. *Brynmor Jones.*

51,943. What you say, then, is that the correspondence proves your assertion that leave to continue this breach of covenant was asked every year?—Was asked every year.

51,944. That is your point?—Yes; then Mr. Thomas, I understand, agrees with me—I will not say admits, because there is certainly no contest between me and Mr. Thomas—that so early as October 18th, 1877, this question of the encroachment was raised, so that it was not a new question when it came to an action. I will go now to the year 1884. In the year 1884 Mr. Campbell Davys, senior, was still alive and in possession of the property, and I find again a repetition of that request to use the house as a licensed house. Mr. Campbell Davys, senior, was then a man of some age, and I believe Mrs. Anne Jones was a woman of some age. Mr. Campbell Davys, senior, appears, as I suggest from this letter which I am going to read, to have been desirous of reducing this arrangement that the house should be used as a licensed house by leave, into writing. There was a letter written on October 25, 1884 :—"Neuaddfawr, "Llandovery, October 25th, 1884. Dear Mrs. "Jones. As Mr. Phillips, your next door neigh- "bour, was here one day this week, I asked him "to take you a paper, which I had ready to

Mr. *Brynmor Jones*—continued.

"send you for some weeks for your signature. "This post brings it me back from Mr. Phillips "with the information that you refuse to sign "it. May I request to be informed by an early "post what you objected to in that paper "which caused you to return it to me unsigned, "as I took some pains to show Mr. Phillips the "documents to which it referred for your in- "formation. I must request an early reply, as "I see that for years past you have put off a "settlement of the matters referred to in the "paper, and life is becoming year by year more "uncertain for both of us. Your truly, W. H. "Campbell Davys."

51,945. (Mr. *Aeron Thomas.*) I have no recollection of that letter?—I will guarantee to produce a copy from the letter book of that. I think we have heard in the course of the evidence of Mr. Aeron Thomas something about the document which Mrs. Jones was asked to sign. I am not sure now what was said about that document, but I think it would be convenient to have a copy of the document itself, because, rightly or wrongly I do not like verbal descriptions.

Mr. *Brynmor Jones.*

51,946. The material part was read by me, and is already on the notes. I read the last five clauses?—Then I do not object. I think you will probably understand my caution upon that point too?—From that time onwards it seems simply to have been a question for some time as to whether this lady would assent to that arrangement or not, and finally this action was brought.

51,947. (Mr. *Aeron Thomas.*) Not until after her death?—With regard to the manner in which the action was eventually fought, the only thing which it occurs to me to say is this, that the solicitor for the defendant had deliberately accused the plaintiff of fraud; and that solicitor continues to act for the defendant in subsequent actions. Then the only thing to expect was what I should do myself, and what I believe everybody else would do, namely, that the plaintiff should keep the defendant's solicitor at arm's length, and leave him to fight it out. That is all I have to say with regard to that.

Mr. *Brynmor Jones.*

51,948. And not settle the action?—No, not settle the action; but I think perhaps Mr. Aeron Thomas's client was rather better off by the action being settled than she would have been if it had been fought. Those are all the facts I have to put before you.

Lord *Kenyon.*

51,949. I have a question to ask you handed in by Mr. Aeron Thomas: "Can you prove any "consent to license between 1861 and 1874?"—No. My correspondence begins in 1874.

Mr. *Brynmor Jones.*

51,950. Let me ask you this further question upon that, it appears from the correspondence that it is an ascertained fact that a breach of covenant had been continuing for some years?—I should say that is practically certain any way.

51,951. It appears from the first letter that you have referred to that the tenant was paying the rent for the then current year. There were no arrears of rent?—That is February 4, 1875.

51,952. Yes?—Yes.

51,953. Therefore the landlord received the rent knowing of the breach of covenant?—I should say under protest. That is a question of construction of a letter. May I hand you the letter. (*Witness handed in correspondence.*)

51,954. You say under protest?—I think the letter in reply is under protest. I think we may infer from that, that he has said, "You must "ask leave to use the house as licensed pre- "mises, or else I will not take the rent."

51,955. But let us be clear upon this point. On the 9th July, 1874, Mr. R. Campbell Davys writes: "Dear Mrs. Jones,—I have communicated "your wishes to Mr. Bishop, who will send the "particulars you require?"—I do not know what that is about.

51,956. "I think the lease of the houses is for "60 years from the 29th September 1860. You "are perhaps aware that it was only by express "permission that the 'Neuadd Arms' could be "carried on as a public-house and hotel. Should you, however, wish to continue the license "I have no doubt that at your request my "father will give you the necessary permission. "I am, yours faithfully, R. Campbell Davys?"—Yes, but there is always an insistance on the request.

Mr. *Brynmor Jones*—continued.

51,957. Then if that has been so, there has been not only a continuing breach of the covenant, but the landlord has over and over again waived the breach?—Over and over again given leave.

51,958. No, not at all; it was by express permission that the "Neuadd Arms" was to be carried on as a public-house?—That might come to a close question of construction.

51,959. The construction of these letters was a close question in the action?—It was a question of request, of leave given in answer to a request, that is all, is it not?

51,960. Yes, but then in answer to the application you get also what the landlord says and what he does, that is to say, he continues to receive his rent year after year, and that would be a continuing waiver on his part. However, it is useless to go into this question now, is it not?—Yes, I do not wish to go into that question at all.

51,961. Because the parties settled the matter, and the judges are probably now deciding upon the very questions of law which were raised in that case?—Very likely. All I wanted to do was to put these matters clearly before the Commission.

The witness withdrew.

Commander ALGERNON EVAN-THOMAS called and examined.

Lord *Kenyon.*

51,962. You are Commander Algernon Evan-Thomas, late of the Royal Navy, and you live at Caerwnon, near Builth?—Yes.

51,963. You have a statement to make, I think?—I have.

51,964. Will you proceed with it?—I am agent for the Llwynmadoc estate (Miss Clara Thomas's) in the northern part of Breconshire and the Pencerrig estate in Radnorshire, and give evidence for those estates, and generally for the lands adjoining. The Llwynmadoc estate is 10,800 acres, and the Pencerrig estate 4,000. The rent of the Llwynmadoc estate is 3,100*l.*, and the Pencerrig estate 1,800*l.* Many of the Llwynmadoc farms turn on the common. Each farm has by the custom of the manor its run or "ysfa." I believe the extent of each such run was originally founded on the number of sheep the farm would keep in the winter, but this has been modified in the course of years; some farms which formerly had a run have lost it by disuse for many years. These hill sheep runs add very much to the value of farms adjacent to the common, but on farms not adjoining the hill and of better soil it is, I think, questionable whether large flocks of hill sheep are profitable. They make fencing more expensive, destroy the young clovers, and prevent the meadows being shut up at the proper time for hay. The sheep farming industry is said to be depressed owing to the value of wool and sheep being so much lower than it was at one time, but depression is a relative term. I produce an accurate return of prices at sales made each 10 years beginning 1843 from five large flocks of hill sheep in the

Lord *Kenyon*—continued.

Lord *Kenyon*—continued.

Abergwesyn and Llanafan districts. The following is the list :—

PRICES of HILL SHEEP and WOOL in the parishes of LLANFIHANGEL ABERGWESYN LLANWRTHWL and LLANAFANFAWR, in the County of BRECON.

EXTRACTED from account books by Commander A. Evan Thomas. The prices are those of the sheep sold from five different flocks and are the prices actually received for the main drafts from each flock. There are almost always a few smaller sheep which do not fetch the same price as the main draft, but these have not been taken into account. The wool is the fleece wool without any deduction for the inferior parts. The ewes are aged.

Flock.	1843.	1853.	1863.	1873.	1893.
	s. d.	*s. d.*	*s. d.*	*£ s. d.*	*s. d.*
No. 1.					
Wethers - - per head	10 6	12 6	16 0	1 8 0	16 0
Ewes - - - „	3 6	6 7	8 0	0 14 6	7 0
Wool - - per lb.	0 8½	0 7⅝	1 3$^{8}/_{11}$	0 1 2½	0 6
No. 2.					
Wethers - - per head	13 0	14 0	17 6	1 10 0	20 0
Ewes - - - „	4 0	8 0	8 6	0 16 0	7 0
Wool - - per lb.	0 8$^{8}/_{11}$	0 8$^{8}/_{11}$	1 4$^{8}/_{11}$	0 1 3	0 6
No. 3.					
Wethers - - per head	12 6	13 0	16 6	1 7 6	17 0
Ewes - - - „	3 9	5 6	8 6	0 14 0	8 0
Wool - - per lb.	0 8$^{8}/_{11}$	0 8$^{8}/_{11}$	1 3$^{8}/_{11}$	0 1 2	0 6
No. 4.					
Wethers - - per head	12 0	11 0	16 0	1 7 0	18 0
Ewes - - - „	3 9	6 9	8 0	0 13 9	8 0
Wool - - per lb.	0 8$^{8}/_{11}$	0 8$^{8}/_{11}$	1 4	0 1 3	0 6
No. 5					
Wethers - - per head	12 0	12 6	17 0	1 8 0	17 0
Ewes - - - „	4 6	5 3	8 0	0 18 0	8 0
Wool - - per lb.	0 8$^{8}/_{11}$	0 8$^{8}/_{11}$	1 4$^{8}/_{11}$	0 1 3	0 6
Average price { Wethers - per head	12 0	13 2	16 5	1 8 1	17 7
Average price { Ewes - „	3 8	6 5	8 2	0 15 4	7 7
Average price { Wool - per lb.	0 8½	0 8½	1 4	0 1 2½	0 6

From these flocks about 8lbs. of wool is sold annually for each ewe or wether sold, hence a rise or fall of 1½*d.* in wool is equivalent for revenue purposes to a rise or fall of 1*s.* in the average price per head obtained for sheep. It will be seen from the above that the gross return for produce sold from the above flocks of hill sheep was in 1873 200 per cent. higher than in 1843, and in 1893 40 per cent. higher than in 1843. I say on the larger estates I believe more money is spent on improvements and repairs than on the small ones, but that must depend largely on the circumstances of the particular owner for the time being. Land held by small owners would in most cases be the better for additional outlay of capital, but I doubt whether a commercial return could be secured on such outlay. Neither religion nor politics has affected the management of the Llwynmadoc or Pencerrig estates in the slightest degree. The relations between the owner and the tenants are of a very friendly character. I have never heard the smallest complaint as to religion or politics affecting the management of adjoining estates, but as to that I can only speak for the last eight years. The usual date of entry is Lady Day. Farms are let from year to year. There is no demand for leases whatever. I think the tenants are satisfied as to the security of their tenures, but even if it were not so I suppose year-to-year tenancies would be preferred in a period of falling prices. The number of changes in tenancy now and formerly remain about the same. They are very few, being due mostly to death or infirmity. The son or some relation usually succeeds to a farm. In resuming the occupation of land for planting or building no notices are served. As a rule compensation is made by agreement; a clause in the estate agreement provides for reference to arbitration of any difference which may arise. A copy of the estate agreement is produced. (*Witness handed in agreement.*) No enforcement of penalising clauses has taken place. The tenants are given a copy of the agreement free of cost. There is much rough land, and its quality on different parts of the same farm varies, therefore the rent is fixed at a gross sum for each taking as a whole. The rent of the smaller holdings is higher per acre than the larger ones, but deducting reasonable interest on cost of house and buildings it is lower. In fact, in the case of holdings let at 10*l.* to 30*l.* a year, it is doubtful whether any rent is charged for the land itself, where the house and buildings are fairly good according to modern ideas. It depends on the rate of interest deducted. With regard to providing buildings, there has been a very large outlay on these estates, and consequently I have had a good deal of experience in buildings. In my experience of providing buildings and houses for holdings of various sizes I have found that 5 per cent. on the cost of house and buildings alone, without taking into account other landlords' outlay, covers :—

In holdings rented at from 10*l.* to 30*l.* more than the whole rent;
In holdings rented at from 30*l.* to 50*l.* three-quarters of the rent;
In holdings rented at from 50*l.* to 70*l.* five-eighths of the rent; and
In holdings rented at from 70*l.* to 100*l.* half the rent,

referring to the estates for which I am agent. One farm properly so-called is rented at 13*s.* an acre, one at 11*s.*, the rents of the rest vary from 2*s.* to 10*s.* an acre. I may say, that by "a farm "properly so-called," I mean one upon which the tenant can make a living without doing other work. On many farms there are fields which

Lord *Kenyon*—continued.

would let separately at 20*s.* an acre. The right of pasturage is taken into account in fixing the rent. No services other than the payment of rent are now rendered by tenants, with the exception of hauling for repairs to their own farm buildings. In the first half of the present century other services were rendered and taken into account in fixing the rent, such as hauling coal 20 miles to the landlord's mansion, hauling lime—both those had to come over 20 miles—from 20 miles to 30 miles in pre-railway days, and hauling timber, bark, &c. for the estate, hay making and harvesting also for the landlord if required, and others of which it is difficult to get accurate particulars. All except the coal and bark hauling were discontinued some time previous to 1860, and those were discontinued when the rise of rents took place in or about 1876. Hauling for new buildings erected by the wish of the tenant is treated as a 10 years' improvement. Compensation has been paid on that basis. Small tenants receive help. The hauling for ordinary repairs is taken into account in fixing the rent. The rent is based on the known history and capabilities of the farm, aided by a general valuation made in 1876. Holdings are never let to the highest bidder; there is no bidding; the tenant thought to be the best man for the place is selected from the applicants.

As to the rental of the Breconshire estate, taking the rent in 1843 as a "basis," it was higher in 1863 by 1·2 per cent. A new valuation was made in 1875, and in 1878 the rental was 23·9 per cent. above the 1843 basis. The present rental is 5·2 per cent. above that basis. The above comparison applies to 56 out of 70 agricultural holdings. Owing to exchanges, sales, purchases, &c., so long a comparison cannot be made for the other 14 holdings. A general rise of rent took place about 1874 to 1876, in consequence of the rise in prices. It amounted in Breconshire to 22 per cent., and was consequent on a valuation. This valuation (made by Mr. Davies, of Frood Vale, who, I think, was before the Commission at Llandilo) was 36·2 per cent. above the rental of 1843, but the rents were not raised higher than 24 per cent. above the 1843 basis. In 1843 other services were rendered, besides payment of rent. In 1881 individual reductions began, and in 1886 a general permanent reduction took place, amounting to 13 per cent. for the whole estate. The rental now stands, as before stated, 5·2 above that of 1843.

As to abatements, previous to the permanent reduction in 1886, abatements of 15 per cent. were given for three half years. Subsequent and in addition to the permanent reduction in 1886, abatements have been given for 1892 of 10 per cent., 1893, 12½ per cent. Notice of abatements is given by circular about a fortnight or three weeks before the audit.

Then as to prices; between 1865 and 1875 there was a great rise in the selling values of all the staple produce of this neighbourhood, amounting to 100 to 200 per cent., and a fall from 1879 onwards, broken only in the year

Lord *Kenyon*—continued.

1890, which was a year of high prices. The produce sold off the land in the higher parts of the district, for which I speak more particularly, consists of store cattle, one year to two years, hill sheep, four-year-old wethers, and four to six-year-old ewes; horses, cobs, ponies, and a few draught horses, mostly suckers; poultry, eggs, and butter, but not much of the latter. No cereals are sold, and very few fat cattle. I find from information I have collected from account books and other sources, that the prices obtained in 1893 were higher than those of 1843. Store cattle about 2*l.* a head higher, 6*l.* to 10*l.* against 4*l.* to 8*l.* in 1843; hill sheep about 5*s.* 6*d.* a head higher; wethers 16*s.* to 20*s.*, as against 10*s.* to 13*s.*; ewes 7*s.* to 8*s.*, as against 3*s.* 6*d.* to 4*s.* 6*d.*; chickens 2*s.* a couple higher, 3*s.* 6*d.* to 5*s.* against 1*s.* 3*d.* to 2*s.* 6*d.*; other poultry the same; eggs double the price or more. Butcher's prices at Builth (of course that refers to fat cattle and not to store cattle) 2*d.* to 3*d.* a pound higher than in 1843; mutton 7½*d.* to 8½*d.*, against 5*d.* to 6*d.* a pound; veal 7*d.* to 8½*d.*, against 4*d.* to 5*d.*; beef 7½*d.* to 9*d.*, against 6*d.* to 7*d.*

The rent is paid about 15 weeks after it falls due. The preferential claim for rent, I think, enables industrious young men of small capital to obtain farms who otherwise would find a difficulty in doing so. Land tax and manorial payments are made by tenants. Income tax, Schedule A., is paid by owner direct.

Then as to consolidation of farms. Very little consolidation has taken place since 1864, when the present owner succeeded. A little, I find, took place between 1840 and 1864, but some sub-division also. In my experience the better farming is on the larger farms, but the farms are all small according to English ideas. Out of 72 holdings in Breconshire, 42 are under 50*l.* a year rent, and only three above 100*l.*; none above 130*l.* In times of temporary depression or glut of market, the smallest farmers find a difficulty in holding their produce to meet the market, but on the other hand, they have, or might have very few outgoings. They used in old times to be almost entirely self-sufficing. The farming is not very good, speaking generally, but there are brilliant exceptions. It might be improved in some ways without much additional expense.

Farms at from 60*l.* to 100*l.* seem to do best. Good labourers are difficult to get, and cost 8*l.* to 10*l.* a year each more than they did some years ago, but there is no demand for cottages for the labourers; the farmers prefer having them in the farm-houses and finding them board and lodging. There is not so much arable cultivation as there used to be, partly because in the good times, 1870–80, it was easy to make money without, and partly because the wages of labourers are higher.

As to draining, there is a good deal of wet land, but draining will not pay 5 per cent. or even 4 per cent., that is to say, this poor land will not fetch 6*s.* to 8*s.* an acre more after draining, unless it is a field very conveniently situated. Some of the wetter fields are drained

Lord *Kenyon*—continued.

by agreement between landlord and tenant, the former finding the pipes and laying them, the latter cutting and filling the drains, but the landlord gets no remuneration, for no interest is charged, and the tenant and his family after him, as a rule, get the benefit of the whole improvement. No permanent pasture is laid down.

All permanent improvements are made by the landlord at the request of the tenant, and on condition, as a rule, that the tenant does the hauling. An exception is the case of draining just mentioned, but even in that case the landlord sometimes gives help as well as the pipes. The tenant sometimes finds the labour to put up new wire fences, the landlord giving wire and wood, but that can hardly be called a permanent improvement. Where Dutch barns are put up at the request of the tenant to take the place of thatch, 5 per cent. is charged on the cost of the iron and labour; the timber is given. 4 per cent. has been charged on water power where supplied. I may say that a considerable quantity of draining was done in Radnorshire, where the landlord did the whole work, and the tenants were asked to pay 3 per cent.; some 1,100*l.* was spent. By the estate agreement, compensation according to the custom of the country is secured for improvements set out in the third part of the first schedule to the Agricultural Holdings Act, 1883. The estate agreement contracts out of the 33rd section of the Act as to one year's notice.

With regard to the custom as to the sale of sheep on sheep farms by an outgoing tenant to an incoming tenant, it is usual to have an agreement for the sale of the sheep either by valuation or at a fixed price to the landlord or incoming tenant; the matter is dealt with in the estate agreement on the Llwynmadoc estate. I have never heard of a valuation under the Act in the district. The tillages and temporary improvements are usually small in amount and settled for by agreement.

As to the game, the tenants practically have the whole of the ground game unless a few rabbits are wanted for the house or for the beaters. The owner wishing to prevent the extermination of the hares pays the tenants 2*s.* 6*d.* a head for any killed on their farms.

The preservation of game is very moderate, and does not affect prejudicially the relations of landlord and tenant. Most of the tenants preserve the game and are anxious to show it, and come out beating or send some one to do so once or twice a year. They do not come unless they like. No game is sold.

With regard to agricultural instruction in butter and cheese making, three courses of instruction in butter making were held in this neighbourhood a few years ago; the cost was defrayed by private persons; they did a little good. I heard of people getting more for their butter afterwards. Lectures have been given this year and last at Builth on manures, rotations and other agricultural subjects under the auspices

Lord *Kenyon*—continued.

of the Education Committee of the County Council, but the audiences have been minute. Information on such subjects is much wanted and would tend to true economy in farming.

With regard to the question of there being any combination in the nature of a trade union among landlords, farmers, and labourers, there is no combination for any object, so far as I know. As to friendly societies, only a small minority of the farmers' sons and agricultural labourers avail themselves of benefit societies. With regard to proprietor farmers, there are not very many. They are decreasing, I believe. I have heard of many sellers and few buyers of late years. I know a few farmers who own and let a small farm while cultivating another themselves as tenants.

On small farms such as rule in this district the farmer must work himself to make it pay; their sons frequently work at home. I believe the sons are completely found in board, lodging, clothes and pocket money, and some capital to start with when they marry or succeed to the farm. In many instances the sons work right well, and are a great help, but in other instances the farmer would get better value for his outlay by employing paid labour even at an extra cost of 8*l.* to 10*l.* I am of opinion from information I have received that the sons who work at home generally receive first and last, in board, lodging, clothes, pocket money, and endowment on marriage or setting up in business, as much as a labourer would have received, but as to this I may say I have received a minority report. No doubt it varies with the individuals.

Practically the whole of the labourers live in the farm-houses. There are few exceptions. Wages are very high now. Each labourer costs the farmer 8*l.* to 10*l.* a year more than he did some years ago. The sleeping accommodation is good now, four or five bedrooms in each farm house according to size. The cottage accommodation on the estate has been increased in the last 20 years. There is no demand for more; the cottages are inhabited almost solely by the landlord's labourers, tradesmen, or elderly people. All have gardens, and those who want it have sufficient grass land and the necessary buildings to keep a cow.

With regard to when the different periods of trade depression began in the district, times were bad from 1884 to 1889, 1890 was a very good year, 1891 fairly good, 1892 very bad, 1893 very bad in respect of cattle, but fair in other respects.

As to remedies, I have no very sensational remedies to suggest, and I do not think that in this neighbourhood there is a demand for any radical remedy—that is to say, by outside interference in any way. We only want better prices. The farming could be improved to some extent without much additional outlay, and the class of cattle could be improved with much benefit. Good store beasts are always saleable, indifferent ones are very often impossible to sell

Lord *Kenyon*—continued.

nowadays. More attention might be paid to finding, and holding stock for, a market; this applies more particularly to four-year-old wether sheep, which are all thrown on the market together when they come down from the hill. The relations between landlord and tenant are entirely friendly.

As to moneys spent in improvements and repairs. Previous to 1863 no separate accounts of expenditure on estate work are available. Since 1863 for 30 years 45 per cent. of the gross rental has been spent in farm-houses, cottages, buildings, and improvements. Thirty-five new farm-houses or cottages have been built, and others practically rebuilt, besides other improvements such as draining, fencing, and new water supplies. The above expenditure does not include any on or about the owner's house, new roads, churches, or schools, though the latter benefit the farmers. Interest is charged on Dutch barns and water power only.

The majority of the tenants are sons, sons-in-law or otherwise related to former tenants, a few are the third generation on the estate. I have not been able to investigate further back than the third generation.

51,965. Is that 45 per cent. in addition to the 15 per cent. which you said was given back on abatements?—It is taken on the gross rental.

51,966. It is additional to that. It does not leave a very large profit for the landlord?—No.

Sir *John Llewelyn.*

51,967. The expenditure of 45 per cent. on the gross rental will not continue for ever, I suppose?—No; the houses have been the heaviest expense, when they are rebuilt that part of the expense will cease. There are a few more yet to do.

51,968. Those that have been done have been put, I hope, in such a condition that they will not require much expenditure upon them?—I hope so. I have done my best to make them so.

Mr. *Richard Jones.*

51,969. Are there any farms on hand in the Llwynmadoc estate vacant?—No, none on hand for want of being able to let them, but the landlord farms some land, and has done so for many years.

51,970. Then may we take it that none of the expense which you have referred to has been incurred upon the farm which the owner farms?—No, none whatever.

51,971. You never find it necessary to advertise a farm to let it?—No, never.

51,972. You have always sufficient applications?—Always.

51,973. What is the number generally who apply for a farm when there is one to let?—I do not think I have ever had more than a dozen, and I do not think I have ever had less than five.

Mr. *Richard Jones*—continued.

51,974. Are those all eligible applicants—men with capital?—I did not say that.

51,975. You say that in 1893 it was very bad for cattle, otherwise fair?—Yes.

51,976. To what do you refer when you say that?—To sheep and horses.

51,977. Were sheep and horses fetching satisfactory prices?—Yes, sufficient to go on with.

51,978. And pigs, I suppose?—Yes, pigs. Sheep improved. They were very bad in 1892, but they were better in 1893.

51,979. You have supplied the Commission with figures respecting the sheep and wool for the last 50 years, which showed an advance of 40 per cent. in prices?—Yes.

51,980. Do you quote that as a justification for the present rents?—Yes.

51,981. But in order to complete the case, do you not think it is necessary that you should take the price of labour also into consideration?—I have given evidence as to that too.

51,982. How does the rent compare now with what it was 50 years ago?—I read that out also. It is 5 per cent. higher.

51,983. Is sheep farming the chief branch of farming?—Yes, it is up in these hill districts in the parish of Abergwesyn, and a great part of the parish of Llanafanfawr.

51,984. Do they raise any corn?—Wheat?

51,985. Yes?—Only for their own consumption.

51,986. Barley and oats?—Barley and oats for feeding on the farm.

51,987. Do you find much alteration in the mode of cultivation of late years?—I have only been here eight years—my agricultural experience is only eight years. I do not think that in that time there has been much alteration. I gather from what I am told that there is less arable cultivation now than there was before that time.

51,988. You have had no special training as an agent, I gather? That is, you have not had a practical acquaintance with agriculture?—I was a year at Cirencester.

Sir *John Llewelyn.*

51,989. You told me, I think, that 1,100*l.* has been spent upon drainage on the Pencerrig estate?—Yes.

51,990. Do you consider that the money was well spent?—Yes, but it was borrowed through the Government department, and I think the charges for it were extremely high.

51,991. I think I followed you rightly, that it was on the Pencerrig estate and not the Llwynmadoc estate?—Yes, on the Pencerrig estate.

51,992. The Llwynmadoc estate does not lend itself so kindly to drainage as the other?—A good deal is done there in a smaller way. I quoted that as the biggest undertaking of the sort. It was all done in two years with borrowed money. At Llwynmadoc it is mostly done by agreement between landlord and tenant, one supplying the pipes and the other doing the work.

Sir *John Llewelyn*—continued.

51,993. Is there much drainage going on on the Llwynmadoc estate?—About 100*l.* was spent on it last year.

51,994. Under your instructions?—Yes, I do the whole of the practical work myself in every way—buildings, drainage, and everything.

51,995. It is joint work between landlord and tenant?—You mean in draining—yes. I thought you meant with regard to the whole arrangements, I mean I supervise all the building, draining, and other work myself.

51,996. Who pays for the drainage?—The landlord gives the pipes and the tenant does the work as a rule on the Llwynmadoc estate. On the Pencerrig estate the opposite was the case.

51,997. Where was the 1,100*l.* you alluded to spent?—On the Pencerrig estate. The landlord did the whole of the work, and asked for 3 per cent. for the outlay.

51,998. It is quite a different soil?—Quite a different quality of soil.

51,999. If I followed you rightly, it was on a rental of 1,800*l.* on the Pencerrig estate. How many acres is that?—4,000 acres.

52,000. And Llwynmadoc is at a much lower rent?—Yes, a much lower rental.

52,001. It was a different quality estate?—Yes. There is a great deal of hill on the Llwynmadoc estate.

52,002. The point I wish to come to is this, that it is much better that there should be a better understanding between landlord and tenant as to what is drained rather than it should be left to the Agricultural Holdings Act?—Yes, much better.

Lord *Kenyon.*

52,003. What was the amount spent on the Pencerrig estate?—1,800*l.* was spent altogether. Part of it was in road-making, the road has since been dedicated to the public.

Mr. *Griffiths.*

52,004. Has there been any land sold on this estate of which you are agent?—One or two farms I think have been sold which were detached from the rest.

52,005. You heard what was said here this morning. Do you know of any tenants that have suffered owing to penalising clauses being enforced?—No. No penalising clauses have ever been enforced.

52,006. I do not mean to say that they have been with you, but when the estates were sold?—I never heard of it.

52,007. We heard of it this morning?—I never heard of any complaint of the sort.

52,008. With regard to the land tax, I understood you to say it was the tenant who paid the land tax. The land tax is generally a landlord's tax?—I never heard that. It is open to him to contract out of it if he likes.

52,009. Of course, he may contract out of it, but it is really a landlord's tax?—It makes no difference. It is taken into account in fixing the rent.

Mr. *Griffiths*—continued.

52,010. Of course. With regard to the lectures which were given (by the county council, I presume) were they not approved of; was the attendance not good?—The attendance was very bad indeed.

52,011. Was there any cause why it should be so?—I do not think they were very widely known, and they were generally held on Monday when the people were busy at market. I think they should be brought nearer home to the farmers in order to make them popular. They should be held in the villages.

52,012. You do not mean to say that they were too classical, so that they did not understand them?—No.

52,013. With regard to the fall in prices, I think you commenced at 1842, did you not?—1843. I took that because it happened to be 50 years ago; and it was the date of very nearly the earliest rent-book available.

52,014. Did you date from the same period the advance in the price of labour?—No, I said some years—that it was higher than it was some years ago. I could not exactly fix it. It is very difficult to get reliable evidence as to the amounts paid in 1843. In my opinion, as comparing it in 1843, I should say that instead of 10*l.* to 12*l.* it was 12*l.* to 16*l.* a head higher.

52,015. That is the very thing I wanted to point out to you. Labourers and farm servants are regularly employed here, are they not?—Yes, in the farmhouses always.

52,016. Their wages are more than double the female wages here, are they not?—But I think their wages consist partly of food and lodging; it is only the cash that is increased.

52,017. Yes, and that has increased more than double?—Yes, but not their cost to the farmer; it would not be fair to say that their cost to the farmer has doubled.

52,018. No, but the money wages?—Yes, the money part of their wages have doubled.

Mr. *Richard Jones.*

52,019. Are all the covenants in your agreements observed by the tenants?—Practically they are not all insisted upon. Are you referring to the ones as regards fences and ditches?

52,020. With regard to the cropping, and sale of produce?—I do not think there is any restriction as to cropping. Hay and straw are to be consumed on the farm.

52,021. Do you insist upon that?—As a rule, except that out-going tenants are very often allowed as a favour to sell part of it off the farm.

52,022. Would you enforce it now with a spring like this last spring, when it would pay a tenant much better to sell his hay than to consume it on the premises?—The whole of my evidence relates to small farmers who would never think of buying to feed their stock if they could keep their own hay to do it with. Their

Mr. *Richard Jones*—continued.

hay is all wanted to feed their own stock. In almost all cases they have sheep to keep through the winter.

52,023. Yes, but circumstances may arise when it would be better for them to sell their stock in the autumn?—Yes, but I do not think it would enter their minds to do it, to sell off the greater part of their stock.

52,024. Do you not think they are sufficiently alive to their own interest?—They are governed by custom to a great extent. If such a case were shown to me and that it would benefit the tenant without injuring the farm, no difficulty would be made about it, but it has not arisen.

52,025. I know it has answered my purpose this year to sell a lot of straw from my farm?—No doubt it might, but there is no market for straw here. They would only sell to the neighbouring farmer, or pay a heavy carriage by railway.

Lord *Kenyon.*

52,026. I have a question to put to you which is handed in by Mr. Stephen: "Can you give us "any figures as to the provision of places of "worship, schools, &c., by landlords?"—I have not been instructed to give evidence on that point. I do not suppose Miss Thomas would wish to put it forward, but no doubt she has herself supplied wholly, I think, three churches and three vicarages, and the endowments of them. I have not accurate details, but to my knowledge she has certainly contributed towards the funds of all the chapels in the Llwynmadoc neighbourhood, contributed in money, and in two cases given additional ground. Did you mention schools?

52,027. Yes?—As to schools, she has built and maintained altogether three schools, and another she was the principal contributor to, she maintained that also up to a few years ago.

52,028. The following question is by Mr. C. M. Nixson: "You say that the larger farmers "meet the times of depression better than the "smaller farmers, is this due to the latter pay-"ing more for their land per acre?"—No, I explained, I think, that they pay less.

52,029. He refers to the smaller farmers?—The smaller farmers really pay less. They are not paying market value after putting the buildings at a moderate computation. Our houses are all very good, and we have found it impossible as a matter of fact to build any cottage under a cost of 200*l.* according to modern ideas.

Mr. *Richard Jones.*

52,030. But they pay more per acre with the buildings?—Yes, but they do not pay sufficient to pay for the buildings alone.

52,031. But they pay more per acre if you take the acreage?—Yes, they pay more per acre.

Lord *Kenyon.*

52,032. I think from the paper you put in, it appears that the per-centage on building is more than the rent?—Yes, the per-centage on building is more than the rent, if you take 5 per cent. Of course you could make your own reduction for 4 per cent.

52,033. I have some further questions to put to you, which are handed in by Mr. Nixson: "Is game strictly preserved?"—No, game preserving is very moderate. In many parts of the estate it is not preserved at all. It is supposed to be preserved.

52,034. "Is compensation given for damage done by game?"—No case has ever arisen. Each case would be considered on its own merits, and certainly it would be given if asked for.

Mr. *Richard Jones.*

52,035. Has any complaint ever been made?—No complaint has ever been made.

Lord *Kenyon.*

52,036. It has never been asked for?—No.

52,037. The following questions are by Mr. Lee: "Are tenants expected to do haulage for landlords—such as drainage and buildings?"—I have read that in my evidence.

52,038. They always do?—Yes.

52,039. "Are they paid for doing it"?—No, they are not paid. All big improvements are done at the tenant's request, on condition that he does the hauling. They are not paid unless they leave. When they leave they are paid, if they leave within 10 years of its being done. One tenant was paid the whole amount on leaving the year after.

Mr. *Richard Jones.*

52,040. Is that in the agreement?—No.

Lord *Kenyon.*

52,041. There is no schedule to the agreement at all, is there?—No.

Mr. *Richard Jones.*

52,042. Is it a well understood thing on the estate with regard to the haulage?—Their being paid for it?

52,043. Yes?—No, I should say it is not. It has been introduced while I have been here. So very few tenants go away; they never go away of their own free will if they can help it, and therefore the cases do not arise often.

Mr. *Brynmor Jones.*

52,044. There are many demands for farms when one is vacant, I presume?—Yes, I gave the number of applicants from 5 to 12.

Lord *Kenyon.*

52,045. Mr. Lee's questions continued: "Do landlords charge interest on improvements?" I think you have dealt with that?—I have given all the details.

52,046. "In the case of free haulage do the tenants object?"—No, I have never had any objection at all.

52,047. "Can you tell us what allotments are let at per acre in this district?"—There are no allotments, and there is no demand for them; all the labourers and all cottagers are supplied with a cow pasture if they want it. Do you wish to know the rent per acre for the cow pasture?

52,048. Yes, what is the rent?—It comes to from 1*l.* to 1*l.* 2*s.*, including the rates and tithes. The cottages are separate; some cottagers take cow pastures and some do not.

52,049. Mr. Lee's questions continued: "Have "facilities been given to the tenants to come "forward to give evidence before the Com- "mission?"—I do not know what that means—facilities. I sent a circular to say that we should be very glad if they would come forward.

52,050. You did?—Yes, a circular to all the tenants.

52,051. "Has there been any demand for allotments?" You said none?—None.

52,052. "What is the condition of the buildings and outbuildings?"—I think they are very fair. Dwellings are very good and outbuildings very fair.

52,053. "Are you aware that a statement was "made yesterday that gamekeepers destroyed "dogs, and are you also aware that this notice "is posted a short distance from this hall?" The notice is as follows: "All dogs and fowls found on these grounds will be destroyed. (By order)." I do not know by whose order?—I am not aware that it is posted up. It has nothing to do with anything that I know of.

52,054. It has nothing to do with you; it is not by your order?—No.

Mr. *Brynmor Jones.*

52,055. Have you never heard complaints of dogs having been destroyed or poisoned?—Yes, I have. None have arisen lately. Where poison is used for vermin, it often does happen by accident.

52,056. I have some more questions to put to you, which are handed in by Mr. C. M. Nixson: "Were allotments or gardens given to the

Lord *Kenyon.*

"workmen at Builth Road from Miss Thomas' "estate?"—Yes.

52,057. "What price was obtained for these allotments?"—The railway company took them. I really do not know what price was obtained. I have not got up the question, I am afraid. The state of affairs is that it is let to the railway company altogether, and they let it to the labourers.

52,058. It is let in one lump to the railway company?—Yes, that is so. It was different when it was first let, but there was a great difficulty in collecting the rents at all, because the men kept moving on. So it was let to the railway company who take the whole responsibility. I am afraid I cannot tell the amount of rent exactly. I do not know the acreage or anything.

Mr. *Griffiths.*

52,059. You do not know at what rent the land is now let by the company?—I am afraid I have not the figures in my head.

52,060. They do in some parts charge enormously?—I think I remember the rent—the dearest a man paid for a garden was 3*s.* 6*d.* half-yearly, but I am not sure.

52,061. What sized garden?—I am afraid I must not go into the figures. I do not remember well enough.

Mr. *Brynmor Jones.*

52,062. I understand you do not know what the railway company charge for this land?—No, I do not know.

Lord *Kenyon.*

50,063. Is this the notice that you have issued to the tenants (*producing printed notice*)?—Yes.

Lord *Kenyon.*

I think I had better read this. It is as follows:—

"Caerwnon,

"Dear Sir, "April 22nd, 1894.

"According to present arrangements the Welsh Land Commission sits at Builth, for Breconshire, on May 9th, and at Llandrindod, for Radnorshire on May 11th. Miss Thomas will be glad if any of her tenants can assist the Commissioners in obtaining such information as may be of use to them.

"Yours truly,

"A. Evan Thomas."

That is a very proper notice.

The witness withdrew.

Mr. David Lewis called and examined through an interpreter.

Lord *Kenyon.*

52,064. You are a tenant farmer on the Llwynmadoc estate?—Yes.

52,065. Where do you live?—Cefnhafdre, Llanafanfawr.

52,066. What is it you wish to state?—I am a tenant on the Llwynmadoc estate, and on this estate I do not believe that any difference is made between tenants, whatever their political or religious belief may be. So far as things are concerned on this estate, I prefer an annual taking, because in bad times I receive so much in abatement, and I can also give up my farm. I have every assurance that I may be allowed to remain on the farm so long as I can pay for it. I have not heard that any of the penal clauses in the agreements on this estate have ever been put in force. So far as my experience goes, there is no necessity for anybody mediating or interfering between the landlord and tenant. The buildings are all made by the landlord, and the haulage is done by the tenants. I feel it my duty to say that the very best feeling exists between the landowner, Miss Thomas, the agent, Commander Evan-Thomas, and all the tenants on the estate. That is all my statement, but I am prepared to answer any questions.

52,067. Are the following gentlemen here, Mr. John Samuel, Tynmawr, Llanfechan?—Yes.

52,068. Mr. Morgan Williams, Cwmfadoc, Llanafanfawr?—Yes.

52,069. Mr. John Williams, Tanyrallt, Llanafanfawr?—Yes.

52,070. Mr. Evan Protheroe, Tyncwm, Llanfihangel Abergwesyn?—Yes.

52,071. Mr. John Jones, Dolgaer, Treflis?—No, I do not think he is here.

52,072. Mr. Rees Price, Llwynbrain, Treflis?—Yes.

52,073. Do you come as the spokesman of those other gentlemen?—No, they are here to speak for themselves, but I think at the same time that I give their feeling in the matter.

52,074. That is what I mean?—Yes.

Mr. *Brynmor Jones.*

52,075. How long have you been on this holding?—12 years.

52,076. Was your father or was any relative of yours there before you?—No, but there was a great-great-grandfather of mine there previously.

52,077. Where had you been before you came 12 years ago to this farm?—I served as a labourer or servant for 20 years.

52,078. On the same farm?—No, I served for six years on one farm, and eight years on another, that being on this estate.

52,079. Have you a written agreement?—Printed.

52,080. Is it in English or in Welsh?—English.

52,081. Have you it here?—I have not it here.

Mr. *Richard Jones.*

There is a copy of the agreement of the estate which has been handed in by Commander Evan-Thomas.

Lord *Kenyon.*

52,082. Do you come from the parish of Llanafanfawr?—Yes.

52,083. Is that a Welsh-speaking parish?—It is Welsh that is generally spoken, but most people can speak English as well. We prefer Welsh.

Mr. *Brynmor Jones.*

52,084. I see by the agreement that you are to be allowed, on quitting, compensation according to the custom of the country for all improvements upon the premises set out in the third part of the first schedule to the Agricultural Holdings (England) Act, 1883?—Yes

52,085. Do you know what are the improvements set out in the third part of the first schedule of the Act of 1883?—No, I do not know what those improvements are, but we are not interfered with much by that agreement. It does not make any difference to us that it is in existence.

52,086. But supposing that you received a notice to quit, you would be under your agreement, would you not?—Yes, but we have so much confidence in the landlord. We would not sign that agreement for any other landlord except the one that we have.

52,087. Then supposing Miss Thomas sold the estate, where would you be?—We should expect that we would get some compensation to satisfy us.

52,088. Not unless you get a notice to quit from the new owner?—We have so much confidence in her that she would compensate us.

52,089. Is it because then of the confidence that you had in Miss Thomas that you signed an agreement the effect of which you do not know?—Yes, on account of that confidence.

52,090. What is the custom of the country that is mentioned in the agreement?—In what respect do you mean the custom?

52,091. It is the custom of the country that is mentioned in the agreement that you signed?—Yes, but I do not know indeed without I looked at the agreement. It is entirely strange to me. It is in the house though.

52,092. Do I understand you to say that you do not think there is any need for any alteration of the law between landlord and tenant?—I speak only with reference to my relations on this estate. If I changed to another estate very likely a change would be necessary.

52,093. Quite so. Then am I to understand that your evidence only applies to Miss Thomas's estate?—Yes.

52,094. Do you think then that other tenant farmers have got a great many grievances?—I

Mr. *Brynmor Jones*—continued.

do not think that there are any within my personal knowledge.

52,095. You do not seem to have had much personal knowledge of other places beyond this estate?—I am afraid I speak somewhat like that.

Mr. *Griffiths.*

52,096. I am very pleased to find that you have such a pleasant place, and have such good surroundings, but how is it that you had a lease at all; how is it you have an agreement at all with your landlady?—This agreement had been signed before I ever went to this place, if I have to speak everything.

52,097. Then you never asked for an agreement?—I married a widow, and the agreement was there before I went.

52,098. I am very glad you have such confidence in the landlady, but you must remember that this good Miss Thomas will not live for ever. Are you satisfied that you will be on such pleasant terms with the next owner?—Quite as good relationship.

52,099. Then there are some more Thomases to come in, I expect, I am very glad to hear it?—Yes.

Mr. *Richard Jones.*

52,100. Did you say how many acres you farmed?—229 acres. I have had some addition since then.

52,101. Were you a labourer until you married this widow?—Yes, servant on a farm.

52,102. Which do you think it is best to be, a small farmer or a labourer?—I do not think I can reply to that question. It is rather a difficult matter in either case.

52,103. Which do you think most profitable?—Nor can I reply to that question.

52,104. Did you make a profit on your farm last year?—No, I cannot say that I did.

52,105. Did you the year before?—No.

52,106. Or the year before that?—No, nor even then.

52,107. The year before that?—Perhaps I did. We have had three or four bad years.

52,108. Then are you satisfied with an abatement of 15 per cent.?—Yes, we are.

52,109. Do you think it is sufficient?—I cannot say what is really enough when times are very bad. Even if we had our own farms for nothing, we would have a difficulty.

52,110. What is your idea of what rent ought to be?—I do not understand that question.

52,111. I will put it in this form. What is your idea as to the method in which rent ought to be assessed?—If there were a scale to fix it according to market prices, that would be more agreeable and more consistent.

52,112. Do you think that this is what rent ought to be: that you should have interest on your capital, and that you should be rewarded for your skill; and then what would be remaining should be the rent?—Yes, undoubtedly that would be right.

Mr. *Richard Jones*—continued.

52,113. Then if that principle were worked out, would you pay any rent?—Not so much as we have done within the last two or three years. We could not pay in full.

Mr. *Griffiths.*

52,114. I will ask you one question before you leave: when did you sleep the easier, when you were a labourer or since you are a farmer?—Do you mean 12 months altogether, or some nights in the 12 months?

52,115. Put it whichever way you like?—I think I slept more comfortably when I was a servant on hire.

52,116. What is it that troubles you now that you cannot sleep?—Perhaps when we are in bed there is a field of corn that wants to be carried, and we hear the rain, and we know that the rain is coming.

Lord *Kenyon.*

52,117. I have two questions to put to you, one by Mr. Lee, "Did you come here of your "own free will, or were you asked to come before "the Commission?"—Commander Thomas said that he would like it if some of the tenants would come and give evidence.

52,118. Are you referring to that letter which I read just now?—Yes, we received a paper from him to that effect.

Mr. *Brynmor Jones.*

52,119. But Mr. Lee is asking whether Commander Thomas has said anything to you over and above what was said in the circular?—He said, before I received the paper, that he would like some of the tenants to come and give evidence.

52,120. Has he said so after he sent the circular?—No.

52,121. Have you not seen him since you received the circular?—Yes, I have.

52,122. Was anything said about the Commission when you met him?—Yes, we talked about it, and we said we were coming down on Wednesday.

52,123. Who said that?—I said that we were coming down on Wednesday.

52,124. Did you come down alone this morning?—There was another tenant came with me.

Lord *Kenyon.*

52,125. The following questions are by Mr. Vincent. "What is your rent for 229 acres?"—I pay 61*l.*, but I have since then had an addition.

52,126. "Would you like Mr. Jones's theory "of rent to be applied in prosperous times?"—Yes, I think we could do with it.

Mr. *Griffiths.*

52,127. Is it not your experience that it is easier to pay a high rent in good times than a

Mr. *Griffiths*—continued.

moderate rent in bad times?—My opinion is that it is easier to pay rent in good times than to pay nothing in bad times.

52,128. You have never lost any sleep because you could not get the rent ready, have you?—No, I have not worried myself much, because I thought if I had not got the rent it would not turn out very badly for me.

The witness withdrew.

Mr. John Samuel called and examined.

Lord *Kenyon.*

52,129. You are Mr. John Samuel, of Tynmawr, Llanfechan?—Yes.

52,130. Have you heard the last witness's evidence?—Yes.

52,131. Do you agree with that evidence?—Well, as near as can be, especially in connexion with Miss Thomas.

52,132. Is there anything you wish to add to it?—No, I do not think there is. Certainly the rents were high, but I do not think that we have made a complaint personally to her.

Mr. *Richard Jones.*

52,133. Then you are not satisfied with the 15 per cent. abatement?—Well, I do not think we are. As for myself I am not. The abatement does not meet the way prices are down, but we have not made a complaint and the blame is on ourselves.

Mr. *Griffiths.*

52,134. You are in hopes of better times?—Just like that.

52,135. And you have a good landlord?—Yes.

Mr. *Brynmor Jones.*

52,136. You do not make any money now, do you?—Oh, dear, very far from doing it.

52,137. Do you think that most of the tenants are able to pay their rent even with the 15 per cent. abatement without borrowing money?—No, I do not think they do. If there is a large return of sheep or something like that they may, but in the middle of the country I am certain they do not.

52,138. Then I may take it from you that even on Miss Thomas' estate farming is not a paying employment at the present day?—Oh dear no, far from it. We may do a little in one or two years, but then it goes back and more with it very often. We are like that—just a bit to the mouth and there we are living.

52,139. How long have you been farming?—Well, there I was born.

52,140. During the time you have known this country do you think rents have been too high all the time?—Well, I do not know. I cannot say what it is, but it has been easier times for me to pay than now.

52,141. What do you say?—It has been much easier for me to pay for the land than it is now. I should say in these last 15 years, well, specially 10, whatever indeed. I think I cannot talk as far as the 15.

Mr. *Brynmor Jones*—continued.

52,142. Do you think any of Miss Thomas' tenants have saved money?—I do not think they have; I cannot say; I cannot answer but for myself exactly.

52,143. May I put this to you; you need not answer the question unless you like; have you saved much money over your life's work?—No.

52,144. Suppose you received a notice to quit I am sure Miss Thomas will not give it of course but suppose she did give you notice to quit this farm, though your old age is approaching and is not very far distant, have you any money to fall back upon?—Oh, no, I have laboured for nothing

52,145. And that after a pretty good long life during which you have worked hard on Miss Thomas' estate?—Well, of course, I have brought my children up, and perhaps then I have had some little. Maybe I have in good years saved their labour.

52,146. Quite so, your children have worked for you?—Oh, yes, these last 15 years or more.

52,147. So that you would have been very much worse off but for the fact that your children had given you unpaid labour?—Yes.

Mr. *Richard Jones.*

52,148. You have no hostile feeling at all against your landlady?—No, not the least.

52,149. The only complaint you have to make is that the rent is too high?—That is all, and owing to so much taxes and things that are paid off the rent and appear on the rent more than I remember since the time I had to begin to manage. That was about from 1840 to 1845 somewhere.

52,150. Have the taxes increased during the last 20 years, say since 1870, 24 years, since the formation of School Boards?—Well, I think they have. However, labour has gone up wonderfully; even the shoemaker, the carpenter, the blacksmith, everything has gone up.

Lord *Kenyon.*

52,151. There are two or three questions by Mr. Vincent: "Have you not taken a new farm lately?"—Yes.

52,152. "If farming does not pay why did you do this?"—Well, I have got a great many children.

Lord *Kenyon*—continued.

52,153. "Have you established sons in farms"?—Yes.

52,154. I suppose you gave them some capital to start with?—Well, they have been too many. I had too many sons, more than I wanted on my farm, and they got very little money.

Mr. *Richard Jones.*

52,155. Of course, you placed them on farms because they could not do anything else?—Yes, that was like their occupation.

Lord *Kenyon.*

52,156. This is a question by Mr. Lee: "Are "there any tenants who are afraid to come to "this Commission and give evidence"?—Well, I should think there are; I do not say to this place, but it is something that has raised the tenant and the landlord against one another. It is not anything that we care about it as tenants, I believe.

Lord *Kenyon*—continued.

52,157. I will put a question to you of my own. Would you have come here unless you had thought that Miss Thomas liked you to come?—Well, not as to complaints. I had no complaints to bring.

52,158. What I want to know is this: whether it is a good thing for the landlords to issue notices to the tenants to come forward?—I do not understand you.

52,159. Miss Thomas issued a circular letter to you?—Yes.

52,160. I was wondering in my own mind whether that was a good thing to do it or not; whether it was better to leave it for the tenants to come forward if they liked, or whether it was better to send them a letter saying that the landlord was willing that they should come. Which do you think would be the best?—Well, I do not know personally myself that they would come. They would come here to listen, but I do not think that they would come except they had the letter from her. She said in the letter that she wished to give every assistance to the Commissioners.

The witness withdrew.

Mr. Morgan Williams called and examined through an Interpreter.

Lord *Kenyon.*

52,161. You are Mr. Morgan Williams of Cwmfudoc, Llanafanfawr?—Yes.

52,162. Have you anything to add to the evidence you have heard of the last two witnesses?—No, I have nothing.

Lord *Kenyon*—continued.

52,163. Do you corroborate what you have heard?—I do.

Mr. *Richard Jones.*

52,164. And what was said by the last witness?—Yes.

The witness withdrew.

Mr. John Williams called and examined through an Interpreter.

Lord *Kenyon.*

52,165. You are Mr. John Williams of Tanyrallt, Llanafanfawr?—Yes.

52,166. Have you heard the evidence of the last witnesses?—Yes.

52,167. Is there anything you wish to add?—No, I have nothing to add.

52,168. You are on perfectly friendly terms with your landlady I understand?—Yes.

Lord *Kenyon*—continued.

52,169. And you think you are representing the general feeling of the tenants on the estate?—Yes, I believe I do represent it. We have nothing to say except we think the rent is high.

Mr. *Brynmor Jones.*

52,170. You agree in fact with John Samuel?—Yes, I do.

The witness withdrew.

Mr. Evan Protheroe called and examined through an Interpreter.

Lord *Kenyon.*

52,171. You are Mr. Evan Protheroe of Tynycwm, Llanfihangel Abergwesyn?—Yes.

52,172. Have you heard the evidence of the last two or three witnesses?—Yes.

Mr. *Brynmor Jones.*

52,173. Of the last four witnesses?—Yes, I have heard the last four witnesses.

Lord *Kenyon*

52,174. Do you corroborate their evidence?—Yes, I do.

52,175. Is there anything you wish to add?—No, nothing more.

The witness withdrew.

Mr. REES PRICE called and examined.

Lord *Kenyon.*

52,176. You are Mr. Rees Price of Llwynybrain, Treflis ?—Yes.

52,177. Have you heard the evidence of these last witnesses ?—Yes.

52,178. Do you corroborate what they say ?—Yes, I do.

52,179. Have you anything you wish to add or to alter ?—No.

Mr. *Richard Jones.*

52,180. You corroborate what was said with respect to the rent—that you have nothing to complain of, but that the rent is too high ?—No ; the rent is rather too high in bad times sometimes.

Lord *Kenyon.*

52,181. Would it be too high a rent if the times improved ?—No, I cannot say that. On full times it is rather high.

52,182. Taking the last ten years, would it be too high a rent on the average ?—Yes, rather. I think so on bad years.

52,183. On bad years, yes; but taking the good ones and the bad ones and averaging them ?—No, I cannot say decidedly.

Sir *John Llewelyn.*

52,184. How many acres do you farm ?—240.

52,185. What is the rent ?—81*l.*

Mr. *Griffiths.*

52,186. You have had abatements during the last few years ?—Yes.

Mr. *Griffiths*—continued.

52,187. Do you think that that per-centage is sufficient to meet the present depression ?—No, on bad years. It is very poor land and you cannot make money.

52,188. Do not you consider the past year a bad one ?—Yes, very bad.

Sir *John Llewelyn.*

52,189. Suppose you left that estate, would you get a cheaper farm anywhere else ?—I do not know ; I cannot tell you.

52,190. It is 7*s.* an acre. Of course it depends entirely on the land. I not know what the quality of the land may be. I know some part of the Llwynmadoc estate ; but 7*s.* an acre does not seem to me to be very high for land in Breconshire ?—No

Lord *Kenyon.*

52,191-2. Is it very high land ?—Yes, some of it.

52,193. What is the proportion—how much high land is there, do you know ?—No, I cannot tell you exactly.

52,194. How many sheep does it carry ; how many sheep do you keep ?—I keep there in the summer from 300 to 400.

Mr. *Richard Jones.*

52,195. How many sheep to an acre do you consider ?—I cannot tell you exactly.

52,196. How many sheep have you on your mountain ?—From 300 to 400 sheep.

The witness withdrew.

Mr. RICHARD WILLIAMS called and examined.

Lord *Kenyon.*

52,197. You are Mr. Richard Williams, of Plascelyn, near Hay ?—Yes.

52,198. Do you give your evidence in English or in Welsh ?—English.

52,199. You have a statement, I think ?—Yes.

52,200. Will you read it ?—I am a freehold farmer living at Plascelyn, in the parish of Llanigon, in the manor of Tregoyd, where I live, but the evidence which I wish to give relates to the Wye Side Division of Radnorshire, more especially in the manor of Vellwg. I begin with ownership. The landlord gets all the rents he can from the tenant, laying out as landlord in repairs as little as he possibly can. The tenant (in my experience at any rate) has not fair play in the matter. I am speaking now generally, not of

Lord *Kenyon*—continued.

myself in particular. There have been several enclosures in that locality in years past. I mean the Little Hill was enclosed. Then Llanwhenip Common was enclosed. Then Llanstephan Common was enclosed. There are several cottages in that neighbourhood as well as other neighbourhoods that have been out of repair and unoccupied. The inhabitants have decreased these last years in almost every parish in our district there. They have become unoccupied, and in my opinion the commons were beneficial to the cottagers at the time. In the inclosure there were no recreation grounds nor allotments selected. There is a deal of unenclosed land yet which exists, and would not pay for cultivation if it was enclosed. It is only good for sheep and cattle for grazing. The right of common chiefly exists among tenants occupying farms adjoining the hills, although there are some

Lord *Kenyon*—continued.

cases in which persons have acquired rights through usage. As a rule the farms are let with the right to turn out the number of sheep supposed to be put on which is three to the acre. The unenclosed land enhanced the rents of the adjoining farms, the benefit accruing to the landlord and not to the tenant. A landlord cannot properly manage his property without capital. In the case of absentee landlords it is left to the management of agents, which generally has a bad effect upon the land and buildings. It is not in the interests of the tenants to differ with the landlord on politics or religion. He will not get any improvements done or favours granted. An agent has very often received no special training. There are some cases, but only rare cases of agents who have had special training, at least have had experience in the matter. I am not speaking now in that respect this year, because the agent belonging to this estate is very well qualified, but I am sorry to say in some instances they are not so.

52,201. Is that the Maesllwch Estate that you are alluding to?—Yes. The 2nd February is the usual time of entry in my district. Farms are generally let from year to year. There has not been much demand for leases. I qualify that—"not much" demand, because I had a lease once on the same estate. It is very rare to have leases, but I prefer them. Changes of tenancy have become more frequent than in former years, I attribute that to the downward course of the price of land, and also to the over preservation of game. There are many cases in which tenants have notice to quit because they kill the rabbits. Although another reason may be given by the landlords the rabbit killing is at the bottom of it. There is generally a clause in the agreement that the landlord may take so much land for planting trees and allow so much in the rent. Also the person who buys the timber is liable for damage to land and fences, but great difficulty is often experienced in getting damages. The landlord does not compensate. The usual conditions of tenancy are preservation of game, cultivation of farms in a particular way, generally the four course system. There are penalty clauses as to breaking up pasture land. The tenant usually has a copy of the agreement. The rent usually runs from 1*l.* to 2*l.* an acre, and it is generally fixed at a gross sum. There is great complaint that there is no uniformity in rents. The rental of small farms is from 10 to 15 per cent. higher than that of larger farms. The average rent of upland farms is from 10*s.* to 1*l.* per acre, and low land farms from 24*s.* to 2*l.* an acre. The right of pasturage over commons is taken into consideration when the rent is fixed. In some cases tenants have to haul coal and wood and gravel to the mansion house for the landlord without any compensation, and also to haul timber for repairs. That does not apply to the Maesllwch Estate. There is a good deal of competition for small farms and consequently the rent is excessive in many cases, and the higher bidders who were accepted as tenants have not the money to work the farm properly. Arbitration is never resorted to as a means of settling the rent. The February rent is usually paid in June, and the August rent usually in December. The tithe is paid in some instances by the landlord and sometimes by the tenants. The land tax and the property tax are allowed by the landlord. Chief rents and local rates are paid by the tenant. He also pays the income tax, but is allowed it back by the landlord. Local rates never were so high as at the present time. The rate is as much as 9*d.* four times a year; sometimes 10*d.* Farms in my neighbourhood vary from 20 to 45 acres. Many of them have been consolidated in the last 25 years with the object of curtailing the expense of repairs. In some cases tenants were given notice to leave for this purpose. The consequence is there is less labour and less land cultivated and more thrown into grass. This applies more to uphill farms. The result is, there is not so much corn grown. The population has decreased, and some of the houses and buildings have been left to go down. Sub-letting is never allowed. As a rule a farm of from 200 to 300 acres is best cultivated, and in times of depression the small farmer suffers most in the end then comes the larger one; the medium one comes off best and can best provide for his family who generally assist him. Fallowing is not usual. It does not pay in these bad times to let a field lie idle for a year. The low price of corn has been the cause of the change, and the consequence is that less is made out of the land and labour is diminished. The landlord is generally required to repair the outside of buildings, but does not always do it. The tenants improvement is simply in the cultivation of the land, draining, fencing, and manuring. Sometimes the draining is allowed by the landlord; not in every case. The landlord puts up buildings for the stock, not oftener than he can possibly help. He also finds gates and posts which are put up by the tenant, occasionally, but not always. Manures and seeds are paid by the tenant. No compensation for improvements is given except for such as can be obtained under the Act, then the landlord generally has a counterclaim ready to put in which ousts the tenant or frightens him out of proceeding with his claim. Written consent for improvements is not often applied for, and is not often applied for owing to the want of fixity of tenure. Perhaps you, gentlemen, would like to see the lease of the farm which I occupied (*handing same*). Game is strictly preserved, also rabbits and hares. The tenants dare not avail themselves of the provisions of the Ground Game Act. Much damage is done by rabbits for which there is no compensation. Tenants are expected—as a rule they do it out of compliment to the landlord—to beat coverts for him. The landlord will not allow a tenant to keep a labourer if he has been seen even picking up a rabbit. When I entered upon this estate, as you will find by the lease there, the house and land comprising 12 acres was at the

See evidence of next witness.

Lord *Kenyon*—continued.

rent of 80*l.* a year on a lease of seven years. When the lease was up I applied for another lease, but was refused, not because it had paid me, but because it was my home and I wished to remain, but I could not remain so long as the rent was high and the buildings in such a state. I offered on a lease to renew it even if it was a high rent, and put up the buildings myself if I had a lease. The consequence was that I had to leave as soon as I could, but I had this privilege with the agent that I put somebody in after me to make the best bargain I could to dispose of my business. That is not always the case. At the same time I held land, 70 acres, of General Wood—Colonel Wood now of Gwernyfed—just the other side of the river and adjoining the town, at 102*l.* a year. I applied for a lease and failed to obtain one. I had it for about five years, and he came and asked me if I would grant him one privilege to give up seventeen acres of meadow land—the only meadow land on the property—for allotments. Before I would give an answer to that I asked him, "When will you want any more off me," because the year before he had come with the same tale, and asked me to give up the two little meadows, which were about four acres, as he wanted them for labourers. This I granted, but they were not given to the parties he said they were to be given to. Then afterwards he told me that he would give me his word that he would not disturb me for 12 or 14 years; he was going abroad. Under those conditions he would allow me 2*l.* an acre for the land that he took off, the land that I would allow him to have for allotments. The consequence was that I gave him permission to have the meadow land, he allowing me the 2*l.* an acre, and also to allow me to remain to have the land in my possession.

See 65,956–66,000.

Sir *John Llewelyn.*

52,202. Was that arrangement put into writing?—No. Two years after he gave me notice for the whole of it, because he said there was a demand for allotments, but after the notice I felt that I was aggrieved for it, and I wrote to say that if it was not for allotments I should still keep it. I knew there was no demand for that ground for allotments, for it was not meadow land. It was rough pasture. In consequence of that I did some more manuring to improve it, because I took his word that I should have it for 12 or 14 years, he said, at least, but ultimately when the time came he had let it to another tenant farmer, a neighbour of mine, for the same money. I asked him if I should have the privilege of letting it to a tenant farmer, a tenant of his as well, and therefore I should be paid for my improvements, and that he refused to me. Therefore I failed to get any compensation for the improvements I had done.

Lord *Kenyon.*

52,203. Is that all your statement?—That is the substance of it.

Lord *Kenyon*—continued.

52,204. You are living on your own estate now, are you?—Yes.

52,205. What was this house and 12 acres of land that you gave 80*l.* a year for?—It is a grocer's shop.

52,206. In Glasbury Village?—Glasbury Village.

52,207. Was the land accommodation land?—Yes, it would be accommodation land. It is all meadow land and pasture.

52,208. Do you happen to know what the rent was that was given after you left?—It is still the same, but I had that privilege of putting somebody in there, and getting something out of it.

52,209. Had anything been done to the buildings?—No, I am sorry to say not.

52,210. Not now?—No.

52,211. Did you want increased buildings for your business?—Yes.

Sir *John Llewelyn.*

52,212. What were the commons that you alluded to in the early part of your evidence, Little Hill and Llanwhenip Common, and Llanstephan Common?—Yes.

52,213. Are they private property or are they manorial property?—Private property now.

52,214. You said, I think, that they were advantageous to the cottagers, and enhanced the rents and helped the landlord, but not the tenant?—They are private property now, not then.

52,215. They were enclosed under an Act, I suppose, were they?—Yes.

52,216. Then I was going to ask you about the cottages. Were there many cottages built there?—There have been a great many cottages, but they were getting into a bad state before that.

52,217. Were they built by squatters on the common?—I believe there were a good many of them, but they were all becoming very bad.

52,218. What has become of those cottages?—Oh, they have gone down.

52,219. Gone down?—Yes, the greater part of them.

52,220. The ruins of them are there still, I suppose?—The remains of them, yes; but a great many of them had gone down just before then.

52,221. Then you say that leases are rare. You had one?—I had one.

52,222. Afterwards, do I understand, you applied for a lease and that it was declined?—Yes.

52,223. Have any leases been given to other people in that neighbourhood?—No, I do not believe one that I know of.

52,224. Have they been applied for?—I do not know that they have. It is not usually granted.

52,225. Then you instanced a case of notice to a tenant to quit because he had killed rabbits?—It is often so.

52,226. Can you name any case?—Yes, I think I could.

Sir *John Llewelyn*—continued.

52,227. Do you know of your own knowledge that it was because he killed rabbits?—Yes.

52,228. You know that that is the case?—Yes.

52,229. What was the case that you speak of—on what estate?—On the Maesllwch estate—at least he told me himself that was the reason.

52,230. The tenant told you that was the reason?—Yes.

Mr. *Richard Jones.*

52,231. You say the rents were advanced on the Maesllwch estate in 1879?—Yes; in my memory they have been re-valued twice.

52,232. In 1848 and 1879?—In 1858. I was interested in that myself.

52,233. Was there a general valuation of the estate in 1879?—Yes, the whole of the estate in 1879.

52,234. And the result was an advance of 10 per cent. in the rents?—Yes, as a whole.

52,235. Do you think the times then justified an advance in the rent. What kind of season was 1879, do you remember?—I could not remember.

52,236. I thought it was a season that was pretty well impressed on the minds of most farmers as one of the most disastrous seasons that has been known in the last 50 years?—Yes.

52,237. Did not you get any sheep fluke in 1879?—I had a few sheep lost then.

52,238. Did the farmers generally in Radnorshire suffer from sheep fluke?—Yes. This valuation did not affect me for this reason—I wish it would—because the valuer was forbidden to come over my place. I had a notice with others to be revalued, and I was to take it at the revaluation.

52,239. Do you think that if he had gone over your place you would have profited by the revaluation?—Yes, and therefore I went to him before he left to ask him why he did not come and he went down to the estate to ask if he should come, thinking it was an omission.

52,240. What did they say?—They told him no, not to go over that place. I applied for it several times to have it revalued, and they told me they valued it themselves.

52,241. You think the revaluation was forbidden because the agent thought it would reduce the rent?—That is my impression.

Mr. *Griffiths.*

52,242. What estate was that you were speaking of when you gave that last instance?—The Maesllwch estate.

52,243. Why do not the tenants avail themselves of the Ground Game Act and kill the rabbits?—It would be as well to go at once, many of them: I do not say everyone of them, because those farmers near the preserves undoubtedly would have to leave; at least they think so.

52,244. You think if they did it they would have to quit?—Yes.

Mr. *Griffiths*—continued.

52,245. That is the unwritten law we hear of that you are all afraid of?—That is the impression that is given, but I know that many of the farmers do exercise that right.

52,246. What was the reason given that this land should be taken from you and let to another man?—I cannot say.

52,247. Do you differ in religion or politics from the landlord?—Perhaps both.

52,248. Might we suppose that that would be the reason?—Well, I do not know. He is very kind to me, very friendly in many ways, but as a landlord he is not so. I know he is very charitable when we apply to him for any donations towards any charitable purpose, as I do sometimes; he is very kind then; and also I may say of the Maesllwch Estate there are no more charitable people I find in the neighbourhood.

52,249. You do not think that religion or politics makes any difference?—It does not show with that whatever.

Mr. *Brynmor Jones.*

52,250. I have only one topic to touch upon, and that is this agreement that you have put in. It is an agreement of 1869?—Yes.

52,251. Do you complain of any of the agricultural conditions in this lease more than in reference to the general topics that you have touched upon in the course of your evidence. Is there any special point you wish to bring to our notice?—Well, it is the game question.

52,252. I was rather referring to the other clauses. I was coming to that question of game. This certainly seems to me to go beyond what we have recently seen, of course it is an agreement of 1869. This is one of the clauses: "The "tenant to use his best endeavours to preserve "the game, hares, rabbits and wild fowl, upon "the demised premises (and to forewarn all "persons trespassing or in search of game on "his farm, or upon lands in the woods in or "adjoining to his occupation), and the fish in "the lakes, rivers, and streams in and adjoining "the same, and not to employ any person known "as a poacher thereon. The landlord to have "full power to use the name of the tenant in "and about any action or prosecution against "trespassers, or otherwise, which the landlord "may think necessary to institute or prosecute. "No tenant or shepherd to be allowed to keep "more than one dog, if his sheep are under 100 "in number, and only two dogs if his sheep are "above 100 and not be entitled for any claim "whatsoever for damages done by the game "either with the present land or any future "one?"—That is what I object to.

52,253. Is that in all the De Winton agreements?—I do not know; I never saw any more than that one.

52,254. Did you sign that agreement?—Yes I signed a copy of it.

52,255. You signed the counterpart?—I signed the counterpart.

Mr. *Brynmor Jones*—continued.

52,256. Has any damage been done actually by pheasants or other winged game upon your land?—Not winged game, rabbits.

52,257. Of course the Ground Game Act has done away with the effect of this clause. You could keep the rabbits down under the Ground Game Act. You think you dare not do so. Do you mean to say the tenants on the De Winton estate do not avail themselves of the Ground Game Act?—Not generally. In some cases I know they do.

52,258. Are there many rabbits there?—Oh, yes, thousands.

Lord *Kenyon.*

52,259. Are you referring to the warren?—Generally.

52,260. Are you referring to the rabbit warren?—Yes, they come upon the land adjoining.

52,261. Is not the rabbit warren wired in?—No.

52,262. Not fenced in in any way?—No.

Mr. *Brynmor Jones.*

52,263. Do you know whether that particular clause about not being entitled to compensation is in the other agreement or not?—I am not aware; I do not know.

52,264. Have you any reason to believe that you were treated in any special manner?—I have no reason to believe so.

Lord *Kenyon.*

52,265. I have some questions to put to you by Mr. Vincent: "Are you as a matter of fact a "retired cooper?"—Yes.

52,266. "Are you an agricultural expert?"—No, I do not say that I am an expert.

Lord *Kenyon*—continued.

52,267. "Please state clearly, in order that "inquiries may be made, the landlords who gave "notice to tenants and the tenants who received "notice for killing rabbits"?—Give the names?

52,268. Yes?—Mr. Williams, Penaworlod, my neighbour, formerly of Maesyronen.

52,269. That is the tenant?—Yes.

52,270. Who was the landlord?—Mr. Lloyd. I have no further evidence than he told me himself.

52,271. Any other?—There is no other name that comes to my mind.

52,272. "Why is absence of uniformity of "rents a grievance: does it matter to one tenant "what another tenant pays"?—No, it does not matter.

52,273. "You object to the landlord's counter-"claim under the Agricultural Holdings Act: "would that counter-claim be a terror to tenants "if the landlords had not suffered substantial "injury"?—I do not know: all I know is by the treatment of Mr. Wood; that is all I know. I failed to obtain any compensation.

52,274. Did he put in a counter claim?—No, because I had not put in a claim I went to him—first of all I went to the solicitor to know if I could obtain something.

52,275. These are questions by Mr. H. L. Stephen: "Did the land you rented from Colonel "Wood have any house or buildings on it"?—A cottage and buildings.

52,276. "Your only grievance is that Colonel "Wood took your land for allotments and small "holdings for workmen, is it not"?—No, because I did give him leave to do so. My complaint is that he let it to another party—the whole—without giving allotments.

52,277. This is another question by Mr. Vincent: "Are you aware that you are the only "tenant of whom Colonel Wood has got rid"?—Oh, there are others.

The witness withdrew.

Re-examine 52,309.

Mr. PENRY LLOYD called and examined.

Lord *Kenyon.*

See evidence of preceding witness.

52,278. You are agent to the Maesllwch Estate, are you not?—I did not intend to give evidence, I only wish to rebut what the last witness has said. I have been agent to the Maesllwch Estate 22 years.

52,279. You heard the last witness's evidence. What do you wish to rebut?—When I came there the last witness was a tenant on the estate and living in one of the best houses in the village keeping a cooperage, a grocer's shop and a butcher's. He rented accommodation land to the extent of about 12 acres on the banks of the river Wye and he paid for the whole, under that agreement which you have before you, 80*l.* a year clear, and continued to pay without any complaint whatever. As to the cases he has given with regard to the rabbit question, it appears

Lord *Kenyon*—continued.

now he gives the name of Mr. Williams, formerly of Maesyronen, his neighbour. Mr. Williams left the farm of his own accord. He gave us notice. We did not give him notice at all. Why, I do not know. I do not believe he left at all because of the rabbits, since he kept a rabbit catcher to kill the rabbits and the rabbits were a considerable source of income to him the last three or four years he was there. The last witness complained of the state of his buildings and said that nothing was done for him. Three or four years ago—I forget the exact year and I have not any notes by me now—there was a new slaughter-house put up for him and a new cow house and his residence was regularly coloured outside and painted whenever he asked for it, and in fact since I have been there for 22 years he has never made a request to me that I

Lord *Kenyon*—continued.

have refused. Generally, his evidence to my idea is very much biassed against the estate and against myself personally. He mentioned that the agent was capable in his business but that his son was not. I have no son in the business therefore I do not know at all what he meant by that. I managed the whole business myself and my son had nothing whatever to do with it, not even in my office, so I cannot say what he meant by that. With regard to the valuation, he mentioned the valuation of 1879 and an increase of rent in consequence; that is quite untrue. There was a trustee's valuation made in 1879 on the death of the late proprietor, Mr. de Winton, in order that the trustees should have some reliable information to go upon in future years, and not in a single instance was that valuation taken advantage of. The valuation was considerably higher in the aggregate than the rents then current, but there was not a single alteration or a single notice to quit given in consequence thereof. The valuation was principally made for mortgage purposes. There was another valuation made again four or five years afterwards for a similar reason, and again the valuation of the estate was considerably higher than current rents and no notice was taken of it at all and no notice to quit given or rents raised whatever; so I do not know why he brought in that valuation from the tenants' point of view.

52,280. Have you any knowledge of the 1858 valuation?—The previous valuation before I commenced was 1862 I believe. Then there was a readjustment of rents when the late proprietor came into possession of the estate, and practically those rents were then very much the same as what they are now. We have given an abatement regularly of 10 per cent. all during the bad years, and everything the tenants ask for is done for them.

52,281. Did Mr. de Winton refuse to renew this man's lease?—No, certainly not to my knowledge. I did not as agent anyhow.

52,282. Did he ask for a renewal?—I do not remember it. He continued there under the same agreement.

52,283. Why did he leave?—Of his own accord to put his nephew in. He bought a large estate in Breconshire having made his fortune, I suppose, where he was, and then asked me as a favour to put his nephew in, which I did at once, because we always do so.

52,284. Did he ask you for a reduction of his rent?—The last few years he did to a certain extent begin grumbling about his rent, and his rent, which was 70*l.*, was reduced 10*l.* I think, and I told him I could not reduce it any more because I could always get that money for it.

52,285. It was reduced 10*l.* you say?—To the best of my belief; I have not got the rent book with me, but I believe it is 70*l.* now. The tenants generally do avail themselves of their rights under the Ground Game Act and kill the rabbits. We have never turned a labourer off or a tenant off for killing rabbits in the 24 years.

Lord *Kenyon*—continued.

52,286. Is the warren fenced in?—There is no warren except on the river Wye higher up which is disconnected from the estate altogether. It is quite a separate matter. It is a detached portion of the estate and it is fenced in from the enclosed land. There is the river boundary on one side and the wire fencing on the upper side.

52,287. Are there any rabbits on the upper part of the estate?—They are very much reduced to what they were. We are trying all we can to get rid of them but as in Australia we find it is very difficult indeed to get rid of them. We have had rabbit catchers constantly and our sole object is to get rid of as many as we can. Mr. Williams, whom the last witness referred to, had two rabbit catchers last year, and we did all we could, but still they are very difficult to get rid of.

Mr. *Brynmor Jones.*

52,288. You do not think that any legislation like the Ground Game Act of 1880 will put an end to game altogether?—Certainly not.

52,289. You do not think the Ground Game Act of 1880 has a tendency to put an end to hares and rabbits?—I do not think so.

52,290. Then do you think that similar legislation which has been suggested to us—namely, that the tenants should have the same right with regard to winged game as they have with regard to ground game, would damage winged game?—No, I do not think so, and I do not think the tenants would wish it either.

52,291. That is not an answer to my question?—Well, I do not think so.

52,292. Do you think there would be any difference in the effect of such an Act?—I do not follow you.

52,293. As I understand your evidence, you think the Ground Game Act of 1880 rather tends to the preservation of hares and rabbits because it gives the tenants an interest in them?—Yes, it does so.

52,294. Then am I to understand that if tenant farmers were given a concurrent right to slay winged game with their landlords that would also tend to the preservation of winged game?—Enormously.

52,295. On the same principle?—On the same principle.

52,296. Now what have you to say in defence of clause 12 of this agreement?—That is the old agreement. Our agreements now are totally different. That is not in our agreement.

52,297. Then you agree that clause 12 is not a proper clause to have in?—Certainly not.

Mr. *Griffiths.*

52,298. If I rightly understood Mr. Williams, his complaint was that you had not allowed the valuer to go over his land to value it?—I

Mr. *Griffiths*—continued.

suppose he refused to let the valuer go over it. The valuer was employed by the trustees.

52,299. That was not on your estate?—Mr. Davies, of Frood Vale, was employed by the trustees to value the whole of the Maesllwch estate on the death of the late proprietor?—Until I heard Mr. Williams say so now I did not know that he had not been over Mr. Williams' land.

52,300. I understood him to say that he had applied himself afterwards to have some one to go and value it?—Not to my knowledge. He was employed to value the whole estate and he went over the whole estate to the best of my knowledge and belief; but whether he was prevented from going over Mr. Williams' land I do not know. I understood him to say that he would not allow him to go over it.

52,301. Have you any restriction at all with regard to killing rabbits; can they kill rabbits at all times and can they shoot them or kill them anyhow?—At all times; no restriction whatever.

52,302. What was the reason you took this land from him?—We did not take it from him. He gave it up himself. He left it of his own accord.

52,303. He says it was taken from him?—That is not the truth.

52,304. You deny then what he says?—Totally. He went of his own accord and put his nephew in. There he is, and he cannot deny it. His nephew is there now, and I put him up a fresh barn since he has been there. We are always very glad to put relations in.

Mr. *Griffiths*—continued.

Lord *Kenyon.*

52,305. This is a question by Mr. Nixson: "Did Mr. Williams apply to you to reduce the "rent several times"?—I think, as I said before, the last three or four years before he left the place he began to grumble about the rent. He said it was too high; but I considered he had done very well, and I thought there was no reason to lower it.

Sir *John Llewelyn*

52,306. It is accommodation land, I take it?—Yes, 12 acres of accommodation land with the best house in the village, a shop, and a slaughter-house.

Mr. *Brynmor Jones.*

52,307. It is not 80*l.* for the land only?—Oh, no, the business there was worth a considerable amount of money. It was a very old-established business. It is called The Shop.

Lord *Kenyon.*

52,308. Mr. Nixson also asks: "Did Mr. "Davies ask you if he should come to value the "farm"?—I really cannot recollect. It is not to my knowledge. He had orders to value the whole estate. That is all I can say.

The witness withdrew.

Mr. Richard Williams recalled and further examined.

Lord *Kenyon.*

52,309. You have heard the last witness's statement?—Yes.

52,310. What do you wish to say?—I asked him several times to lower the rent.

52,311. He says you did the last two years. Did you do so before that?—Yes, and more than that I asked Mr. Davies to come and value it, and I was willing to take it at the revaluation. He went down to Mr. Lloyd the morning he left and he said he was not to come and value it.

Lord *Kenyon*—continued.

I went and asked Mr. Lloyd again myself after that, and I was willing to submit it to any valuer to re-value it and he refused.

52,312. Did he build you a slaughter-house?—No, he did not, and the slaughter-house is not built yet. It was promised; but it is not built yet.

52,313. Is there anything more you wish to say?—I do not remember anything else.

The witness withdrew.

Mr. John Watkins Boore called and examined.

Lord *Kenyon.*

52,314. You are Mr. John Watkins Boore, of Llanowen, Rhulen?—Yes.

52,315. Do you give your evidence in English?—Yes.

52,316. Have you a statement?—Yes.

52,317. Do you prefer to read it yourself?—I prefer reading it myself.

Lord *Kenyon*—continued.

52,318. You are guardian for Rhulen, and member of the School Board for Cregrina United District?—Yes.

52,319. And you occupy your own farm of 120 acres?—Yes.

52,320. Now what do you wish to say?—I recollect Llandegly Rhos and Cefndrewen Hills, being enclosed about eight years ago.

Lord *Kenyon*—continued.

The enclosure certainly was for the benefit of the adjoining occupiers, but I think the expenses attending it too heavy. There is still a great deal of unenclósed hill land in the parish which could be put to better use if enclosed, and all the small tenant farmers wish to have it. All occupiers adjoining the hill have a right of turn-out. There is no limit in number, and much unpleasantness caused by one turning out more sheep to pastures than another. At the present price of young sheep and wool, it would be better that the hills were enclosed. Sheep are not now kept so much for the wool as they used to be, many are now reared for the market and not turned out on the hills at all. I can mention cases in which tenants have had their rents raised upon their improving their farms; my own father is one instance. My father rented the farm in 1854 at 62*l.* per annum. In 1858 he had to pay 65*l.* 10*s.* In 1860 his rent was raised to 75*l.* In 1876 his rent was raised to 80*l.*

52,321. What estate was this on?—Belonging to a landlord that had no other farm.

52,322. Who was he?—The late Mr. Thomas Lloyd to begin with, and Mr. Caleb Lloyd.

52,323. Did you buy this afterwards; the same farm?—No.

52,324. It is not the farm you are occupying now?—Not the farm I am occupying now. In 1882 a neighbour, a tenant farmer, went to my father's landlord and offered him 10*l.* per year more for his farm, and from that date my father had to pay 6*l.* per year more for his farm. The landlord would not accept the other farmer although he was willing to give 10*l.* a year more, but my father had to rise 6*l.* per annum, and then my father took it for six years. He let it to him for six years instead of on a yearly tenancy, and then the landlord felled a lot of timber in the six years, but did not allow my father for the damage done to his farm. That was what my father paid until about eight years ago. Then the Cefndrewen hills were enclosed and there were many acres of land enclosed which used to belong to my father's farm. Then the rent was reduced to 70*l.* per annum. I have the receipts, if you would like to see them (*producing same*). The average rental of land in my district is 1*l.* an acre. Rents are fixed by private treaty, a holding being practically let to the highest bidder. I know of farms on which the rents have been increased in the last 40 years. Temporary abatements of rent is occasionally given in bad times by some landlords from 10 to 15 per cent. The March rent is payable on 27th June, and the September rent on 6th December; farms in my district vary from 30 to 130 acres. There have been many consolidations within the last 40 years, a large number of farms were too small to be worked profitably. I think the farms on the hill sides should be larger, and the smaller holdings in the valley, near good roads, where fewer horses would be required to do the hauling.

Lord *Kenyon*—continued.

52,325. What parish is this in?—Rhulen. The effect of consolidation has been that the land and fences have been neglected, houses and buildings left to go down, in many cases less crops and stock produced, employment for labourers lessened, population and inhabited houses decreased. Twenty years ago stock was very high, and also labour very dear. Many farmers put their land down to grass. The labourers had to leave the district. Many small farms were let as bye-takes. The consequence was that the houses and buildings have gone down. The land did graze for a few years, but now there are hundreds of acres of land that would pay better if it was cultivated, and would produce five, six, or ten times as much as it does now. The houses and buildings are going to ruin, and the men are gone out of the country, and I am afraid the landlord is too poor to put up the houses and buildings. Also, the tenants have not capital to work the land. Much less corn is now grown, and I know farms now worked by one man and a boy, where in former days five or six able-bodied men were required. There is much land going out of cultivation. Price of grain is so low and labour so dear, and a quantity of arable land has gone back into pasture. Few improvements are done either by landlord or tenants. Tenants generally have to pay for their own improvements. According to the custom of the district the outgoing tenant is entitled to so many acres of land, called "oddmark." He can either harvest the corn himself and sell it (not the straw), or agree to sell it to the incoming tenant. He is also entitled to the buildings and a boozy pasture until 1st May. The incoming tenant is entitled to enter the land on the 25th March or 2nd February as the case may be; also a part of the stable to put his horses in. I should like to say that not enough attention is paid to our bye-roads, which is a great drawback to farming. There are certain lengths of road in my district going through, not used but a very little by the inhabitants of the highway board they belong to, although the only roads for others to go to our market towns and so forth, but yet these roads have been neglected, and because they are not used by the inhabitants of the district—or ratepayers that they belong to—they are unwilling to do any repairs to the roads for their neighbours. I consider if we had a cheaper transfer of land it would benefit the landlord and tenant very much. Also encourage those that have their fields intermixed to exchange them and straighten their crooked fences. My opinion is that many poor landlords have been driven to do what they have done, buying their farms when land was dear for the sake of having them to live in themselves.

52,326. Your remedy with regard to roads would lie with the parish councils now, would it not, or the district councils?—Yes, but we have certain lengths of roads over the mountains that have been neglected simply because there has nothing been done to them within the last number of years, I suppose, and then we cannot

Lord *Kenyon*—continued.

compel those that they belong to. I want in each district or parish more power given to those that have to go through these roads that do not belong to them.

52,327. You think they should pay the rate themselves?—Yes, if I had the map I could show you lengths of roads over the mountains that are done up the one side of the hill so far as the parish goes, and then there has been nothing done, I suppose, for a considerable time, and those that live in the adjoining parish, because they do not use them, are unwilling to put them in repair and keep them.

52,328. The people in the middle do not keep it up for those that live on the other side?—Yes.

Sir *John Llewelyn.*

52,329. You are a freeholder, I think?—Yes.

52,330. Did you buy your freehold yourself?—I bought it.

52,331. Have you been a tenant farmer?—My father was a tenant farmer, and I was a tenant farmer about two years. Then my farm came to be sold, and the gentleman that had to sell it gave me every opportunity of buying it, and when I considered the way that my father had been treated I bought my farm.

52,332. Then do you consider now that you are better off as a freeholder or as a tenant farmer?—As a freeholder the difficulty with me is because when I bought my farm I could get any quantity of money, and now since land has gone down I have great difficulty in obtaining money. There is always somebody troubling me wanting their money. I borrowed, of course, and that is where the grievance is.

52,333. So you think you would be better off as a tenant farmer on an estate where good customs prevailed?—I should like, of course, to have a farm of my own.

52,334. You prefer that?—Yes.

52,335. Have you thought out the question of Government advancing money?—Yes.

52,336. What is your opinion about that?—My opinion is that it would be a great advantage. I consider that I am not the only man, but there are many farmers in my district that have been driven to do what I did.

52,337. In your own words, if a landlord was "too poor" to put up the buildings, who do you think ought to do it?—Well, I think it would be a great help to the country and to the nation, if the Government would lend the landlord the money to put up buildings. The reason I state there could be ten times as much produced in some parts of the district than there is by cultivation is because I have done so myself. I have broken up old land, and I consider that some years I have had ten times the quantity since I have broken it up, as what it was worth before to me, and I consider it is a great loss to the nation that there are not hundreds of acres more broken up.

Sir *John Llewelyn*—continued.

52,338. Then you think that arable farming pays now?—Well, as I stated, I consider that the land in our district will not graze for any long time, and it does better to break it up in rotation.

Mr. *Griffiths.*

52,339. We have heard rather the reverse of that this afternoon. Did you hear the evidence?—Well, I was sitting in the room.

52,340. Did you agree with that?—I could not say that I heard it.

52,341. That witness did not think that you could better the land in that way; but I suppose the land you refer to is called damp land?—The land I refer to is dry land—sheep land—not deep enough to graze cattle on, but after it has been grazed for a time it grows moss.

52,342. Then you want to break it up again?—Yes. To break it up again for oats and roots.

52,343. What induced you, do you say, to buy your farm?—The gentleman that had the selling of it, and the treatment that my father received with his landlord and with his neighbour.

52,344. The landlord advanced his rent from 62*l.* to 86*l.*?—Yes, on his improvements.

52,345. You did not wish to go through the same course that he did?—No, I did not.

52,346. What interest were you paying for your money? You mortgaged your farm of course?—Yes, I did, and I borrowed a quantity on note of hand.

52,347. At what interest?—The gentleman who sold my farm told me, if I had not 50*l.* of my own, he would find me all I wanted at four per cent.

52,348. So you pay four per cent.?—Yes, but not for the money I borrowed on note of hand. They were coming and offering it to me at three per cent. Then times began to turn, and they all wanted their money.

52,349. They wanted it back again?—Yes.

52,350. Then you had to bring in the lawyers?—Well, the gentleman I had to do with behaved as a gentleman all through to me. I have had to push my way as well as I can, borrowing from Peter to pay Paul all along.

52,351. Then do you pay more interest on this money than you formerly paid in rent?—Well, I do pay a little more than when I bought it.

52,352. Then you think it hard, I suppose, that others around you have abatements in rent when you do not?—Yes.

52,353. Does the mortgagee give you any abatement?—No, he behaves very well to me. It is those that I have borrowed off on note of hand.

52,354. They are the worst?—Yes.

52,355. You mentioned with regard to the straw that you could sell crops, but you must not sell the straw?—Just so.

52,356. But you go out of the farm on the same condition that you went in?—Yes.

Mr. *Griffiths*—continued.

52,357. Then you have no occasion to grumble at that, have you?—Well, I think it is a bad law. It causes very much unpleasantness very often.

52,358. Why should it; I do not quite understand it?—The going-out tenant will take all the dung that he may make up to a certain time up to the wheat soil and then sow his oddmark, and of course, reap it and harvest it, and perhaps he will not thresh the corn until the 1st May, and the going-in tenant wants the straw at the same time, and then there is very often a good deal of dispute concerning the number of acres of the oddmark.

Lord *Kenyon.*

52,359. I have one or two questions to put to you by Mr. Stephen: "Are you a member of "your Highway Board?"—Yes.

52,360. "Are not the roads of which you "complain in your own district?"—No. They belong to the adjoining highway board.

52,361. These are questions by Mr. Cowper Coles: "What manor do you refer to?"—I live on Sir Joseph Bailey's manor.

Lord *Kenyon*—continued.

52,362. I expect he means concerning the inclosure?—The inclosure was on Cefndrewen and Llandegly Rhos.

52,363. In what manor?—In the manor belonging to Sir Joseph Bailey.

52,364. You do not know what the name of the manor was beyond that. Is that the name of the manor?—I do not know any other name to it.

52,365. "You stated in the cases of Cefndrewen "and Llandegly Rhos inclosures that the tenants "adjoining the hill only had allotments. Did "not all within the township of Cefndrewen "have allotments and Llandegly Rhos all with-"in the parish?"—Yes.

52,366. "What is the rent of the inclosures "now on Cefndrewen?"—I do not know.

52,367. "Have not the landlords done very "expensive fencing?"—I do not know. I have not had any complaint. I believe that the tenants are very well pleased concerning the inclosure.

52,368. You wish, as far as I can make out from your evidence, that there were more inclosures?—I believe it would be better if there were more inclosures.

The witness withdrew.

Mr. Richard Morgan called and examined.

Lord *Kenyon.*

52,369. Are you a yearly tenant of Miss Thomas of Pencerrig?—Yes.

52,370. Will you kindly give us your evidence?—I live at Noyadd Disserth and am a yearly tenant under Miss Thomas of Pencerrig, and am county councillor for the Colwyn district of Radnorshire, and I am prepared to give evidence for that district. My farm is about 170 acres. The lord of the manor is Sir Joseph Bailey. Labourers are very scarce and demand high wages—indoor servants chiefly—and the wages average from 15*l.* to 25*l.* a year for men. The fences, ditches, and watercourses are not kept up as well as they should be; the farmers cannot afford to keep them up properly. 40 years ago there was double the quantity of land cultivated for corn to what there is now, and most of the arable land has gone back into pasture. The cause is that labour is higher, and the price of corn is so small that it does not pay to grow it. The laying down of pasture has been at the tenant's expense. There are more roots grown now than 50 years ago. There is not much land kept in fallow. One effect has been to drive the labourers off the land and increase the amount of live stock reared. The landlords improve the buildings occasionally, they formerly used to do a little draining but do not now. Any irrigation done is done by the tenants but it would be trifling in quantity. New buildings for stock would be put up to replace old ones, when new gates and posts are required they are supplied by the landlord but paid for and erected by the tenants; repairs to fencing are done by the

Lord *Kenyon*—continued.

tenant, the tenant finds all manures and gets no allowance for them. If a tenant is going out the landlord or incoming tenant pays the price of seed sown the previous year. Many of the old tenants are under no agreement. When the Agricultural Holdings Act was passed the landlords gave notice that they would not be bound by the Act. Mr. Gibson Watts' agreements were very hard and fines were enforced for various things. The tenants cannot afford to put up any buildings or at any rate very few. The outgoing tenant is entitled to the off-growing crop of wheat, but gets no compensation for tillage or cultivation; a tenant whose tenancy expires at Lady Day is entitled by custom to a field and water to turn out cattle till the 13th May called a boozy pasture, the incoming tenant is entitled in February to a stable to turn his horses in for purpose of ploughing land. As executor for a deceased tenant I on one occasion claimed compensation for manure but it was refused. I know of no case in which a tenant has got compensation for the general improved condition of his holding The Agricultural Holdings Act is of little benefit to us. Rabbits and hares are not strictly preserved. My landlady gives the tenants 2*s.* 6*d.* for every hare killed by her own keeper, or friends; other game is strictly preserved. The tenants kill the rabbits when they like but leave the hares for the landlady. There is not much damage done, no compensation. Tenants are expected to beat coverts when there is a shooting party on and get treated to a lunch. There are occasionally

Lord *Kenyon*—continued.

charges at petty sessions against farmers' sons for game trespass. A few apples are grown for cider; no market gardening. All tenants keep poultry although they do not farm them, and some keep bees. All this is on a small scale and the individual profit not large. There is market for produce of this kind at Llandrindod. Lessons in butter making have been given at Builth and Rhayader and other places in the county under the auspices of the County Council, and also lectures on manuring. The attendance of this was not very large, and they have not been availed of. Great complaints are made that railway rates for live stock are too high, and the price of stock would improve if they were cheaper. Tenants help one another to shear and sometimes in cutting corn. Insurance of stock is not general; some farmers insure their lives, and a few belong to benefit societies, as also do a few labourers, but they do not join them to any great extent. There are a very few small freeholders in my district, and their number has decreased of late years. The large landowners have bought them up. I know of a few farmers who have bought their own holdings. The condition of these small freeholders appears to be much the same as the rest of the tenant farmers, although they are more satisfied with their lot. Both tenant farmers and their wives and children do most of the work on their farms. The children would not receive any wages. Very few farmers are able to set up their children in the way of earning their own living. Present rents could not be maintained if the children were to be paid for their labour. Where hired labourers are employed their proportion would be about two to every four members of the household who assist. Nearly all the labourers lodge on the premises. Board and lodge is found for them. Boys' wages from 5*l.* to 10*l.*, and men from 15*l.* to 25*l.* The accommodation for servants is much improved, and they generally have their meals

Lord *Kenyon*—continued.

with the family. There are hardly any agricultural cottages in my district. There has been a considerable migration among the farmers and labourers during the last 50 years. They generally go to the works. I think very few farming accounts are kept. The present depression commenced from three to four years ago. One cause in the last two years is bad seasons for farmers. I would suggest a reduction of rents and appropriation of tithes to assist the rates as a means of improving the profits from land. The relations between landlord and tenant are friendly.

Mr. *Brynmor Jones.*

As you have gone over the ground so fully and well, Mr. Morgan, I shall not ask you any questions.

Mr. *Griffiths.*

52,371. I will just ask you about one thing you said in reference to farmers' children. Do you think that farmers at the present time are able to set up their children in business or in farms the same as they have done in former times?—No, I do not think they could—but very few whatever.

52,372. You mean the times are so bad that they would not be able to do it?—Yes, I do.

52,373. Do many of the farmers' children go elsewhere than on the farms?—They go to the works.

52,374. Some to business and shops?—Some go to work in the coal mines.

52,375. Do they do better than those that are at home?—Well, they appear to do, but I do not know.

Lord *Kenyon.*

We have no further questions to ask you, and we are much obliged to you for your evidence.

The witness withdrew.

Mr. JOHN POWELL WILLIAMS called and examined.

Lord *Kenyon.*

52,376. Are you a tenant farmer at Cefnllan?—Yes.

52,377. On whose estate are you tenant?—I have four holdings belonging to Miss Thomas, of Llwynmadoc, Sir Joseph Bailey, Sir John Llewelyn, and Mr. Griffith, of London.

52,378. Will you proceed with your evidence?—The first farm I rented was with the late Sir Joseph Bailey's agent, about 11 years ago. The farm used to be 90*l.* rent. I asked for a 10*l.* reduction, which was immediately complied with. The agent told me Sir Joseph was always pleased to see his tenants doing well. He did not wish to rent them too high. We have had since some very bad times, and we have been treated very well with 10 per cent. given us

Lord *Kenyon*—continued.

back half-yearly, which has encouraged us very much to get on. I feel sure that Sir Joseph would always like to see his tenants doing well. He is willing to give every possible assistance in good buildings, gates, and so on. I really think the tenants ought to be proud to occupy under such a good landlord and agent. I do not believe that difference of language or politics creates any bad feelings between landlords and tenants. The holdings which I occupy are on yearly tenancies, which I prefer, as good landlords always give us a good per-centage in bad times. If it was by lease we should have to pay full rent and have bad buildings, fences, and other things generally going down before the leases are up, and the place would not be kept

Lord *Kenyon*—continued.

so good. There is always a demand for good land under a good landlord, such as on Llwynmadoc, Glanusk, and Penllergaer estates, as I know. The landlords are not asked to reduce the rents, but the farmers outbid each other. I think our farms are fairly secure. Penalising clauses are not enforced against good tenants. I believe that the present arrangement now between landlord and tenant is far better than a Land Court. If there was such a court the landlords would naturally decline to spend so much money on their estates.

The present understanding between landlord and tenant is very familiar indeed. The Agricultural Holdings Act is a dead letter in our district, and should be amended so as to establish full rights to outgoing tenants to sell their hay, straw, turnips, and so on. I believe that farmers should have the opportunity of doing their best with the stuff when retiring or going abroad. The farms are sold in our district with the poor farmer's improvements on them and in them, not receiving a penny compensation for all money laid out, manure, fencing, hauling, and so on, which they ought to be compensated for by all means.

Mr. *Griffiths.*

52,379. Is that the whole of your statement?—Yes.

52,380. Do you consider 10 per cent. a sufficient abatement under the present depressed state of affairs?—Yes; pretty fair when we had the rent 10*l.* lower.

52,381. You say penalising clauses are never enforced against a good tenant. It is not likely that they are; they are made for bad tenants, are they not, and they are not intended for good tenants?—We would not sign them only we know we are going under a good landlord. I do not think they would be used otherwise.

52,382. Are there many farms sold in this neighbourhood?—There have been four or five in our district.

52,383. And no allowance made to the tenants for any improvements they have made?—No; but not on large estates.

52,384. Generally small estates?—Yes, generally small estates.

52,385. And the tenant's improvements have been sold along with the farm, and no compensation whatever made?—Yes, nothing at all.

The witness withdrew.

Mr. Thomas Powell called and examined.

Sir *John Llewelyn.*

52,386. Do you reside at Llwyngwilym, in the parish of Llangammarch?—Yes.

52,387. Will you give us your evidence?—I have lived for 43 years at Maesllech, in the parish of Llanlleonfel, on the Garth estate, ever since I was three years of age. My father died some 17 years ago. Then I and my brother succeeded to the tenancy. W. Fuller Maitland, Esq., M.P. for the county, was the landlord. Some six or seven years ago Mr. Thomas Fuller Maitland, uncle of the previous landlord, Mr. W. Fuller Maitland, bought the estate and became my landlord. Some 13 months ago Mr. T. Fuller Maitland died, and Mrs. Maitland, the present landlady, succeeded to the property. The rent was 100*l.*, and after taking one field from me of 25 acres my rent was 89*l.* I had several times complained that the rent was too high, and had appealed for a reduction, but had no hopes held out to me of any reduction. I never had any allowance owing to depression, &c., while other tenants had occasionally such allowance granted to them. The result of the high rent, depression, and no allowance, was that I latterly gradually began to fall behind in my rent. Consequently I was served with notice to quit in March 1893. Having a large young family and no prospect of another farm, I began to become anxious for my future, and appealed to my landlady for the retaking of the farm last October. When I applied for the farm the only condition on which I was promised the farm was an advance of 1*l.* on the old rent, making it 90*l.*, and I was further told that no one should have it for less rent than 90*l.* When I appealed for repairs I was told I must either do the repairs myself or pay 5*l.* per cent. interest on the outlay. In consequence I said I could not take the farm on those conditions, as it would be impossible for me to pay for it. Since, the farm has been taken by the present tenant, and I am given to understand at the reduced rental of 80 guineas. Before the end of September a distraint was put in for the rent then owing, and I then promised to pay on a certain date, but the bailiff notwithstanding impounded enough of my stock to cover what I owed them, and in order to get rid of them I did pay all the rent owing up to March 1894, on the 23rd of November, 1893. I wish it to be clearly understood that I have no complaint to find with my previous landlord, W. Fuller Maitland, Esq., M.P. Respecting the game on my farm, the birds were very plentifully preserved as the covers were closely adjoining. The gamekeeper of my former landlady, Mrs. Fuller Maitland, sent a letter to my present landlord, Mr. Greenly, stating that as many as 150 pheasants were killed in one season on a farm then in my occupation. During the tenancy of my brother and myself a threshing machine by water power was put up, and I wanted my landlady to take to it, when I left, by valuation, and so far nothing has been done. The landlady is unwilling to take to it further than the part of it outside the barn

Sir *John Llewelyn*—continued.

ee 4,351–4,364.

Mr. *Brynmor Jones.*

unless the new tenant is willing to take to the part inside. Now I have left the place, and the machine is still in its place, and so far I have had nothing for it, but am waiting for something to turn up.

52,387A. I think you have stated your case so fully, and it is so perfectly intelligible, that I will not ask you anything at this late hour. I think you have made your points very clearly.

Mr. *Griffiths.*

52,388. Would you like to have some outside authority to appeal to when you could not deal with your landlord?—Of course I should like that very much.

The witness withdrew.

Adjourned to Rhayader.

SIXTY-FIRST DAY.

The Magistrates' Room, Rhayader, Radnorshire, Thursday, 10th May, 1894.

PRESENT:

LORD KENYON IN THE CHAIR.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. RICHARD JONES.
Mr. D. LLEUFER THOMAS, Secretary.
Mr. CECIL E. OWEN, Assistant Secretary.

Mr. STEPHEN W. WILLIAMS, F.S.A., called and examined.

Lord *Kenyon.*

52,389. I believe you are a land agent and surveyor at Rhayader?—Yes.

52,390. Will you give us your evidence?—I have not prepared any statement, but I will go shortly through the points upon which I am prepared to give evidence.

I have been in practice as a land agent and surveyor at Rhayader for 32 years, and during that time I have been employed in valuing and surveying estates in the counties of Radnor, Brecknock, Cardigan, Montgomery, Salop, and Hereford. I have also been largely engaged as an enclosure valuer, and in that capacity I have carried out the allotment and enclosure of extensive tracts of common land in the counties of Radnor and Salop. I have a list of the inclosures here which I carried out:—

In Radnor.

Iscoed	in 1863	1,000 acres.
Uwchcoed	„ 1865	4,152 „
Rhysllyn	„ 1865	2,960 „
Hayston and Wolfpits	„ 1870	700 „
Cefn Drawen	„ 1879	916 „
Bettws Disserth, Hendy Bank, Llandegley Rhos	„ 1879	1,000 „

In Salop.

Llanfair Hills	in 1890	1,600 acres.

The total for which I have acted being nearly 12,500 acres or thereabouts.

I am now the agent for the Corporation of Birmingham, and have the management of all their estates within the watershed area which they have recently acquired by purchase; the total acreage of the watershed area acquired and to be acquired by the Corporation of Birmingham being 45,000 acres in round numbers. I have not the exact figures of the number of acres we have bought, but you may take it we have purchased about 30,000 acres. All the matters in relation to that are proceeding, therefore I am not in a position to give you exact figures at present.

I am also a landowner to a small extent in the counties of Montgomery, Radnor, and Brecknock.

Lord *Kenyon*—continued.

With regard to the effect of inclosures of commons in Radnorshire and Shropshire, there can be no doubt whatever, and I am quite sure I shall be confirmed by every practical farmer, that it has been a very great benefit to the country at large. There have been large tracts of waste land reclaimed; lines of good roads have been made through the country; those roads having been made at the expense of the freeholders, either by rates raised upon them towards the expenses of making those roads, or otherwise by a sale of a portion of their waste lands. These roads have opened up districts which before were without roads. Considerable tracts of the lands that have been enclosed have been brought under cultivation, and I may specially mention that in this county, although it was not an enclosure in which I was engaged, the Swydd Neithon enclosure, carried out about the same time as the Iscoed in 1863, a considerable town sprang up upon what then was nothing but a tract of unenclosed, wretched wet boggy pasture land, well known as Llandrindod common. Since then a rising watering place has sprung up, an enormous amount of capital has been brought into Radnorshire, and a large rateable value created, and a very large amount of money every year is brought into this county and circulated by visitors who come to Llandrindod. Had those commons not been enclosed and the roads and other improvements carried out, I take it Llandrindod might be now in the same condition as it was some 35 years ago.

Upon the higher tracts of land the division of the sheepwalks into severalty instead of their being occupied in common, has tended to peace and good neighbourly feeling amongst the occupiers in the district where the enclosures have taken place. There used to be constant disputes between the farmers and the shepherds. Cases of assault were constantly coming before the magistrates, and, going back to perhaps not very ancient history, murder has taken place upon these sheepwalks, owing to disputes between the rival shepherds and rival occupiers and owners.

Lord *Kenyon*—continued.

Legislation of late years has gone in the direction of stopping the enclosure of commons in Wales, I think because the Legislature has rather acted in ignorance of the nature of our so-called common land. They have supposed that our commons here were like commons in the neighbourhood of large towns that are familiar to me—because I valued a large estate in Surrey some years ago—where in the vicinity of great populations it would no doubt be an injury to those great populations to deprive them of those open breathing spaces. Here we have enormous tracts of land lying open, unreclaimed and waste, which would be improved by enclosure, and even upon the mountain land of Cardiganshire and Brecknockshire I am assured, and I know it of my own knowledge, that if those lands could be divided in severalty, and to a certain extent fenced, it would largely increase the value of them as sheep pastures, I may say from 10 to 15 per cent., owing to the very great loss of stock that takes place. When you once get on to the summit of the great range of hills that stretch from North to South Wales, it is all open, and great losses take place in consequence of the number of sheep that stray away from their walk, and are never recovered, and the farmers who occupy those lands will say that if means could be taken to enclose them to a certain extent, the occupation of those tracts of land would be improved.

With regard to the occupation of the existing unenclosed commons and mountain pastures in the counties of Radnor, Brecknock, Cardigan, and Montgomery, you have already had considerable evidence upon that before your Commission, but I have only read a portion of it, and there is one peculiarity with respect to this district which I should desire to point out, which is that the landlord in many cases provides the stock; he lets the stock of sheep with the farm, and the sheep walk, the tenant paying him interest thereon.

In dealing with the estate which the Corporation of Birmingham have purchased, I may say that, up to now, the Corporation of Birmingham have become possessed of about 11,000 sheep. Those 11,000 sheep are let with the farms. I think there is a system in Italy called the Metayer system, under which landlord and tenant share the produce, and it is very much the same thing here; they are let to the tenant, he paying 5 per cent. upon a fixed price; he takes the produce of the flock, and at the end of his term he has to return that flock intact, that is to say, if they are below the number delivered to him he will have to pay for the losses, and if they are increased he is then paid for the increase at the price per head at which the flock is let to him, upon which he pays 5 per cent. I may mention that the prices vary on that estate that I am now speaking about, and those that I have to deal with in this neighbourhood, from 15*s.* up to 1*l.* a head; the lowest is 15*s.* and the highest 1*l.*

52,391. He pays 5 per cent. on that?—He pays 5 per cent. on the price of the sheep, that

Lord *Kenyon*—continued.

is separate entirely from the rent of the farm; in point of fact he is provided with so much capital by the landlord for working the farm, and thereby he becomes a sharer with the landlord. He, the landlord, takes all the responsibility and risk of the flock, taking 5 per cent. on the price. I should like to say a few words upon the general condition of the farming population, having known this immediate district now for more than 35 years, and having been 32 years in practice here. In my opinion the condition of the farmers, and especially of the labourers, has very much improved. I remember when I first came into Radnorshire the labourers in the parish of St. Harmon were living in mud huts covered with straw, and if there was any glass in the window it was of the smallest size, and they were living under the most insanitary conditions. I scarcely know of one of those mud huts left now. The farm houses also have very much improved. The introduction of railways into Wales, as elsewhere, has enabled the landowners to obtain materials, and a very large amount of building has gone on to my knowledge in this district in the way of improving the farm houses, especially upon the larger estates; and where you find very inferior or bad farm houses now, it is very often the case of a small freeholder who perhaps has an encumbered estate and is unable to improve it. But taking the general run in this country there are estates here where very great improvements have taken place. I could mention several, but I will not mention names; I think it is an invidious thing to do. I say that generally. With regard to the relations between landlord and tenant in this district I can say that I believe they are of the happiest possible nature. I do not know any district in which the landlords and tenants get on better than they do here. There is no undue game preserving, and when a farm is to be let there is no difficulty in letting it. There are no farms lying vacant, or waste, as there are in many parts of England. With regard to the emigration of farmers and labourers, there is no doubt there has been considerable migration amongst the farmers' sons and labourers to the great works in South Wales. Trade has been good in South Wales, more or less for many years, and the young fellows have found that they can get better wages there than by working as labourers at home, and consequently there has been a great lack of labourers for some years owing to the great works in South Wales tempting the young fellows away to labour in the iron works and collieries. I know of two or three sons in a family going away to South Wales. This has come under my personal knowledge. There are a large number of independent freeholders in this district, perhaps more so than in any part of South Wales. Radnorshire is especially a county of small freeholders, many of them, I may say, men of ancient families who have lived upon their estates for generations.

Sir *John Llewelyn.*

52,392. Lived and owned the land?—Yes, lived and owned the land.

52,393. Not recent purchasers?—No; many of them are old families that have held their estates for a very long time.

Lord *Kenyon.*

52,394. Do you mean the old yeoman class?—The old yeoman class. Within the last 50 or 60 years there has been a reduction of that class no doubt; many of them have gone into trade and business, and their properties have been sold, and purchased by capitalists, who have thereby been able to build up large estates in this county. Probably many of the ancient freeholders are represented by our merchants and manufacturers in the great cities. I am not aware that there is anything else I can tell the Commission, but I shall be very pleased to answer any questions.

52,395. In what parish is this large estate purchased by the Corporation of Birmingham?—I will give you the particulars of that. The watershed area is in the counties of Radnor, Brecknock, Montgomery, and Cardigan.

52,396. Give the Radnorshire parishes?—Llansantffraid-Cwmdeuddwr—one parish. In Brecon there is one parish also, the parish of Llanwrthwl. In Montgomery, one parish, the parish of Llangurig, and the Cardiganshire parishes are Caron Uwch Clawdd, Yspytty Ystwyth, and Gwnnws.

52,397. What is the river?—The watershed is entirely the tributaries of the River Wye, or rather of the rivers Elan and Claerwen; the rivers Elan and Claerwen, and their tributaries.

Sir *John Llewelyn.*

52,398. Cwmdeuddwr means the "vale of the two waters"?—Yes. The Elan and Claerwen are the two rivers.

Lord *Kenyon.*

52,399. That is all purchased for the water scheme for Birmingham?—They have purchased a large portion of that watershed, and they are intending to purchase the whole of it before the period expires under their parliamentary powers. They have seven years for the purchase of the bulk of it from the time when they acquired the Act in 1892.

52,400. I may take it there will be a certain number of evictions?—No, there will be no evictions really. You will understand that the actual surface occupied by the lakes is about 1,500 acres. When that is covered with water of course it will naturally evict the tenants, but the Corporation of Birmingham will be compelled to provide accommodation for the tenants of the lands not covered with water. They look upon it as a property which may become more valuable hereafter, they require to purchase it to preserve the purity of the water, and furthermore to prevent blackmail in the future. I can give an instance which came under my notice a very short time ago of a town which is now about to buy its watershed, the town of Torquay, and they will now have to pay through the nose for it, because

Lord *Kenyon*—continued.

their very existence as a favourite watering place depends upon the purity of their water. I could instance the case of Worthing, which has been utterly ruined by the impurity of the water. Birmingham thought it was wise to ensure the purity of the water in the future, by securing the whole of the watershed now.

52,401. Have you had any difficulty in obtaining the land?—No, we have not yet had a single case of arbitration, but we do not know what may be before us in the future.

52,402. You have found the landlords easy to deal with?—I am afraid you are now asking me a question I would rather avoid answering.

52,403. With regard to the letting of sheep, that seems to be singular in this county?—So far as my knowledge goes it is. I was discussing that matter with Lord Lisburne's agent the other day, and he informs me that Lord Lisburne has no sheep let that way, and I think Sir John Llewelyn will tell you as to Breconshire customs better than I can. I can only speak of my own district here.

52,404. We did have one instance of it yesterday; that was the first I heard of the landlord and tenant co-operating with regard to the sheep. Do you find the system works well?—I think it works very well, because it provides a man with capital, and, if he is a good tenant, and a thoroughly honest man, instead of having to provide 2,000*l.* or 3,000*l.*, or whatever the amount may be, he gets that provided for him by his landlord.

52,405. Who carried out the inclosure at Llandrindod. Did you?—I did not carry it out, I was engaged in it largely, but I was not the official valuer at Llandrindod.

52,406. What was the date of that inclosure?—In 1862 and 1863, and it might have gone on to 1864. I was engaged for some of the landowners and others in the matter, and in the preparation of the preliminary plans.

52,407. Have you any particulars of that enclosure?—The particulars of all inclosures are to be obtained from the award which is deposited with the clerk of the peace of each county, and also at the Board of Agriculture. There you can have all the information.

52,408. Mr. Brynmor Jones was very anxious to find out all the details of the inclosures?—He will simply have to make an application to the Board of Agriculture and they will furnish him with every particular with regard to that.

52,409. We have the particulars from the Board of Agriculture. We want the details?—They can furnish every possible detail.

52,410. We can get it from the clerk of the peace, no doubt?—If I may suggest it, I think you will find you will get that information almost better from the Board of Agriculture, because they keep records of everything that goes on with regard to inclosures.

Mr. *Griffiths.*

52,411. Do you know whether any hardships ever existed owing to the taking away of this water by the town of Birmingham?—I am

Mr. *Griffiths*—continued.

unaware of any hardship at all that could possibly arise with regard to that—quite unaware of it.

52,412. The surrounding farmers have not suffered by the loss of water?—We have not yet taken the water, and I cannot conceive that they can suffer in any way by it. In fact, I think during the next 10 years they will be very largely benefited by the expenditure of something like two millions of money within a radius of five miles of this town.

52,413. Has much land in this neighbourhood been laid down to grass?—Yes, I consider a very large area has been laid down to grass compared to what would be in corn some 30 or 40 years ago, certainly. There is a very large area of grass now. I think the reason for that is that corn has been a very bad paying business for many years past, and the price of stock being good, it has paid the farmers better to raise stock than to grow corn. Moreover, since the introduction of foreign corn and foreign flour the farmers do not even grow corn for their own use to the extent they used to do in old times. They buy their flour in the towns. Radnorshire farmers consume, I expect, a very large amount of American flour, especially in this part of Radnorshire.

52,414. I made that remark coming along. I do not think it would pay farmers in this part to grow corn?—No, I do not think it would.

52,415. Stock of late years has depreciated very much in value as well?—For the last seven years there has been a great depreciation, and what has been much more serious to our farmers has been the very heavy drop in the price of wool, which is a commodity we grow very largely.

52,416. Do you think the land that used to be corned has not depreciated in value?—I am rather of opinion that there is less cultivation. I think the land has been let out in some instances in very bad condition, and I do not think our farmers pay the same attention to top dressing and irrigation as they used to do in this county. Irrigation is of the greatest importance. Now there is very little; the old irrigation gutters are there, but they are never used.

52,417. We found in several places that they were obliged to plough up the land again?—There is no doubt that a cold clay soil if laid down in bad condition will go poorer and poorer every year.

52,418. Do you consider that that sort of land cannot be cultivated with any profit?—At the present price of corn I do not see that it is possible to cultivate it at a profit. If stock became a better price they had better adhere to the present system.

52,419. Then you mention that labourers and farmers' sons have left the neighbourhood and gone to the mining districts?—They did for some years, but I expect now we shall get them back again. Many of the people belonging to the district are now coming back again to the Birmingham works. I do not think the wages on the farms were ever quite so large as they could make in the mining districts, but on the other hand wages on the farms have become a very serious item since I have known this district. That is a question you could not do better than ask a practical farmer about. I am quite sure that is one of the outcries of the farmers in this district, that wages have become a very serious matter to them. They are paying much higher wages than when I came into this district many years ago. They are all getting very good wages now. There is the temptation of the large towns which draw people away, and freedom and absence from parental control, and so on, all those are matters which tend to take the young people away to the towns and manufacturing centres.

52,420. I think you said the labourers' cottages are very much improved from what they were in former days?—I think they are, taking the district generally. I consider there has been a great improvement.

52,421. Do many labourers keep a cow or two?—There are a good many what we call little places in Radnorshire, small farms running from 10 to 15, 20, and 25 acres, where men labour part of their time and the wife manages the farm. I have a case of my own in which the tenant has, during the whole of this year, been labouring and his wife has managed the little place, and I think they keep one or two cows.

52,422. Do they seem to do very well?—I believe so. He pays his rent regularly and they seem attached to the land. I am very much an advocate for these small places, because if a man is frugal, and so on, he gets into one of the little places, saves a little money, and in time gets a larger place. I am quite an advocate for that in a district like this. I do not think large farms are adapted to this district.

52,423. Are they generally let by the landlord to the labourer or by the farmer?—In some cases sub-let by the tenant, in other cases let by the landlord. I do not think there is any rule about it in this district.

52,424. As to the commoners, do they suffer hardship from not being able to send sheep to the mountain?—I do not think so, for this reason, in all cases of inclosure we have set out allotments for the labouring poor, but you must bear in mind with respect to all these commons that there are no people who have a right upon the commons except the freeholders, and if a man was a freeholder, no matter how small, he was entitled to an allotment in respect of it; so far from suffering hardship, if I go back over my experience of 30 years, I should consider that the poor people who live alongside those commons have benefited. I notice that they are living under more satisfactory conditions. The man who built an encroachment on the common generally ran up a little hut. I recollect one case in which they lived in a little van; it was called "the morning surprise," from the idea that if people wheeled their van on to the common and stopped there they acquired a right

Mr. *Griffiths*—continued.

to the site. I remember "the morning surprise"; it was the only case in which I had to evict a squatter, and he certainly had no right to be there.

52,425. You have heard what we call about the country "*tai unnos*"—"one night houses"?—Yes, but I do not understand Welsh, unfortunately; there was only one case that came under my knowledge.

Professor *Rhŷs*.

52,426. Is "Morning surprise" the English translation of "ty-unnos"?—I believe it is.

52,427. It used to be pretty generally believed that if you could put up a house in the night, and light a fire so that the smoke could be seen in the morning, this established the right of the squatter?—It was a popular belief, but I am afraid, like many other delightful myths of one's childhood, it has died away.

52,428. Had it any foundation in law?—I believe it had no foundation in law. I have not been able to discover it.

52,429. You mentioned the growth of wood about here. When it is sold what is it chiefly used for?—A great quantity of the larch in this country goes down into the mining districts and is used for pit wood, and a variety of purposes—telegraph poles, and so on—but the buyers who come here are generally from the colliery districts.

52,430. That is a steady demand?—Yes.

52,431. But the prices have gone down?—Yes.

52,432. To what do you ascribe that?—Foreign competition. Foreign timber can be delivered at Cardiff and Swansea from Sweden and Norway, and also again from the forests of Brittany at prices at which we can only put our timber on to the rail at Rhayader Station, consequently we have no chance of competing, except at a very low price.

52,433. Have you had any complaints about forest trees being now attacked by a certain kind of disease?—Yes, I have had painful experience of it. I have lost many trees myself. I think it was owing to a great extent to the long continuing wet seasons we had many years ago. It was attacked by a parasite in consequence of that, I believe. The late Sir Gilbert Lewis, now represented by Sir Herbert Lewis, lost a very fine plantation owing to the larch disease. In this district too there was a great deal of loss.

52,434. With regard to allotments, I forget whether you said that any ground was put aside for recreation purposes?—Yes, there were lands set aside for recreation, and for the labouring poor in every one of the inclosures I carried out, because it was laid down by the Inclosure Commissioners before the recent Act of Parliament. It was in the sixties, you remember. Those allotments were set out and fenced at the expense of the inclosure. The only case in which I know they are occupied as garden allotments is at Llandrindod, because there is there a population to make use of them,

Professor *Rhŷs*—continued.

but in the other cases they are let by the overseers and applied in the reduction of the rates. No doubt that is the best thing that could be done with them.

52,435. Are these grounds set aside for recreation purposes made use of as such in any case?—The last case I dealt with was a plot of 10 acres on the top of Llanfair Hills, in the county of Salop, through which Offa's Dyke runs. This piece of land was the only level piece of land that they could find anywhere on the hill-side which they could use for football. It was set out as a football ground, but as it is miles from anywhere, and I do not think football has ever been played upon it, I should think the churchwardens and overseers have dealt with that as they do in other cases. They have found it derelict on their hands; they have let it to an adjoining farmer, and applied the money to a local purpose. I think they told me they thought of applying it to the purchase of coal for the poor at Christmas.

52,436. Is football popular here?—In this district, very.

52,437. Then a little walking to reach the football ground would not do them much harm?—Well, I am not a football player myself, but I am afraid the football players would not like to play on the top of any of our hills.

52,438. I suppose your powers of enclosing generally end with the allotment?—Yes. The duties of a valuer under the Inclosures Act is to carry out under the directions of the Inclosure Commissioners the allotment and subdivision of the common land amongt those people who are interested therein. He has to value the ancient lands in respect of which the parties claim allotments, and then he has to exercise his judgment and discretion in setting out for them the allotments that are to compensate them for their loss of common right.

52,439. Do you not think it is rather regrettable that in a case like that at Llandrindod there is not some power to look after the arrangement of houses and the streets instead of their being built higgledy-piggledy as they are now. I suppose there is no power?—Yes, I think so now. They have established a local board of health, and they have byelaws, and under the byelaws they can regulate in the future all the additions.

52,440. It would be a pretty extensive work to remedy what has been already done?—Yes, it would be.

52,441. I think you said there were a great many small freeholders in the county?—Yes, there are in Radnorshire.

52,442. Are they better off or worse than the tenant farmers as a rule, do you think?—That is rather a difficult question for me to answer, but speaking generally I think the freeholders of Radnorshire are relatively wealthy. I mean they are wealthy for the position they occupy.

52,443. They are not men who have bought recently at enormous prices?—No; those men who have bought recently have suffered materially, as I can speak to from personal experience.

Professor *Rhŷs*—continued.

52,444. Your freeholders I dare say do not object to pay tithes, for instance?—I think there has been no tithe difficulty in Radnorshire; not to my knowledge, at any rate.

52,445. What parts of the district that you know are still Welsh in language?—The only Welsh-speaking people in Radnorshire now would be a few families in the parish of Llansantffraid-Cwmdeuddwr, and there are in this town of Rhayader a certain number of people of my own age who speak Welsh; a few.

52,446. Are they importations?—No, they are natives. I think I can see one or two on my left here. Mr. Morgan, our county councillor, I think speaks Welsh. I know his wife does, and his little boy is brought up to speak Welsh; but Welsh is not the language of Radnorshire.

52,447. You referred just now to a very interesting custom of the sheep being held in a sort of partnership. A similar sort of custom seems to prevail in parts of Carmarthenshire, where it is called Maeroniaeth. Do you know any technical name for it in this county?—No, I do not; but I am rather inclined to believe that it arose first of all from the period of the monks at Strat-Florida Abbey, and the monks of the other Welsh abbeys. They were the owners of enormous flocks of sheep, and I think in later times they took to letting them out in this way, because I find they were in the habit of receiving a rent of wool and corn; in fact, they were taking rents in kind from their tenants

52,448. You have touched on Strata Florida, and I know you know the whole history. Do you know anything interesting with regard to land tenure or anything else in Strata Florida?—I am afraid I am going to contradict a very able man, and that is the honourable member for the county of Merioneth. I think in his evidence before your Commission he makes out that there is such a thing in Wales as public land, that is to say, land that is no-man's land. So far as my investigations go, and I can go back to the 12th century, I find that Rees Ap Gruffydd, who was then Prince of South Wales, gave all the land, and all the territory which he gave to the Abbey of Strata Florida, in fee. He not only gave it in fee, but he gave it with every possible right and privilege that could be attached to an estate in fee. He gave the moor, the woods and the fishing, and the river, the lakes, and everything else to the monks in fee. These are the words of the gift over: "Moreover, whatsoever " is contained within the afore described bounds " all round, in plain and in wood, in waters and " in meadows, and in pastures, in cultivated " and uncultivated ground, I, Rhys, and afore- " named sons, and my whole posterity, do give " in fee, by perpetual right, to the monks of " Strat Flur, and their successors." From those monks it descended to the Crown in the reign of Henry VIII. The Crown held it up to the time of Elizabeth, when Elizabeth sold it to the freeholder. The Crown gave the same title that Rees Ap Gruffydd had given in the first

See 16,915–7; 56,824–56,833.

Professor *Rhŷs*—continued.

instance. I fail to see over that enormous tract which extended all the way from here to the sea on the one side, from a long way up in Montgomeryshire in the north to Carmarthenshire in the south, a single trace of anything like public or common land, or land which was no-man's land.

52,449. Perhaps you would not mind defining a little more exactly the boundaries of the property of the ancient monastery of Strata Florida?—It is all defined in the map I have now before me.

52,450. That is a map in your book on Strata Florida?—Yes. I will pass up the map for you to see it. The map shows the whole of the estates which were granted by Rees Ap Gruffydd, his sons, and by other landowners at that time in Wales. It was not all given by him; it was given by him, and his sons, and his relations, and by other landowners.

52,451. It reaches down to Aberaeron and Cardigan Bay?—And up to Builth and Llangurig, with a large tract again in Montgomery.

52,452. So that it takes in all the Builth part of the northern part of this county?—Yes, and right away to Cardigan Bay. There are intervening tracts of other people's property.

52,453. Does that coincide with the ancient diocese of Llanbadarn-fawr?—I think it does.

52,454. Could you trace any customary tenures, or anything of that sort, to these Strata Florida possessions? You have already mentioned some with regard to the receiving of rents in kind, and so on?—I think that was one of their tenures; they were also entitled to other rights and privileges, which appear to have been part of their rents. That rental of theirs is a very long business; but you will find that they took their rents, to a large extent, in kind. They took sheep, poultry, wool, and corn, in kind. Then they had a Cylmerch, which was a right that the lord had to stable his horses when he was travelling through the country, and his tenant had to provide him with corn, hay, and straw. Instead, the tenants appear to have made a money payment in respect of that.

52,455. I think there is something of that sort to be found in the Record of Carnarvon?—I think there is.

52,456. What are the dates of entry here?—25th of March and 29th of September in Radnorshire, as a rule; and in Cardiganshire I find they are generally 29th of September entries on the sheep farms.

52,457. Are there any hiring fairs here?—Yes, in May. They are very popular fairs, some of them, especially Penybont, in the centre of the county.

52,458. Are there none at other times?—No; our hiring fairs are in May, very much as they are in Shropshire. There are May fairs there, in my native district.

Professor *Rhŷs*—continued.

52,459. I believe the 12th of May is one of the dates?—Yes, that is one of the dates; for instance, we quit houses here on the 12th. A tenant farmer is entitled to retain his house, and the boozy pasture, and to consume the hay and straw on the premises; therefore he gives up the farm on the 25th of March, but he holds on to the house to the 1st or the 12th of May. In some instances it is the 1st of May.

52,460. We have had some interesting statistics about the morality of various counties. Have you studied that at all in Radnorshire?—No, I have not. I think you will get that probably from a gentleman who follows me. He is Chairman of the Board of Guardians, and Chairman of the Bench of Magistrates.

52,461. If you can think of any antiquarian fact of interest to us we should be glad if you would mention it. There is one question I might ask for one of my colleagues who is not here to-day. Do you know anything about leases for three lives. Are they usual in these parts?—Not in this district. I do not happen to have come across one, at any rate. There may be some, but I have not come across one in this district.

52,462. Do you remember anything more of antiquarian interest?—I do not remember anything more, except what I have stated, that I have not found any trace of the ancient laws of Wales which have been quoted in some of the previous evidence given. I have not myself very great belief in the documentary evidence proving those laws.

52,463. You would not say that that was absolute proof that they did not exist elsewhere?—No, I do not say that.

52,464. It would not be absolute proof that there did not exist something of the kind elsewhere?—I think there were ancient laws of Wales, but I do not know whether the modern translations and deductions drawn from those are exactly correct.

Sir *John Llewelyn.*

52,465. What became of the tithes belonging to the Abbey?—The tithes reverted to the Crown at the dissolution, and were sold to laymen, I think; they became possessed of a good deal of the tithes.

52,466. They became "impropriators"?—Yes.

52,467. And I believe that signifies there was something "improper" in the dealing?—Yes. I know of one or two cases, but I need not mention them.

52,468. The lands, having reverted to the Crown, were sold?—The land reverted to the Crown, and the Crown sold it. It was held together up to the time of Queen Elizabeth. In the reign of Queen Elizabeth there was a sale of the estates—the Radnorshire estates—that is to say, the Grange of Cwmdeuddwr, was bought by two Herefordshire gentlemen who were apparently about the Court of Queen Elizabeth. One was a Croft of Croft Castle, and the other was his son-in-law, Wigmore of Shobdon.

Sir *John Llewelyn*—continued.

Those two gentlemen bought this large estate and butchered it, cut it up into small pieces and sold it, and when they sold it, they sold it to freeholders in this district, and that was the commencement of many of the estates in this neighbourhood. With regard to the large area in Cardiganshire, they sold it to a family of the name of Stedman, they are represented now by Earl Lisburne and the Powells of Nanteos.

52,469. Did the Crown part with the whole of the estate?—Yes, in the time of Elizabeth, with the whole.

52,470. There are such things as Crown lands in many parts of Wales?—The Crown retained all their manors in Radnorshire which came to them from the Mortimers.

52,471. I speak of freehold land?—I am not aware of the Crown having any freehold land in Radnorshire, unless it has been an encroachment on the waste.

52,472. That will explain what you said before, that there was no such thing as public land?—Exactly so.

52,473. The nearest approach to Crown land would be public land which is administered for the benefit of the tax-payer?—Yes, the Crown became possessed of the whole of their Radnorshire property through Lord Mortimer of Wigmore, who became Edward IV., and by that means brought the whole of the great Radnorshire estates, belonging to the Mortimers, into the possession of the kings of England, and it remained in their possession until the Commissioners of Woods and Forests were appointed, and in whom the Crown lands are now vested, paying the Crown an annual subsidy in respect of them.

52,474. Is there much uninclosed land in this county which might be usefully inclosed?—Yes, a very large area of land, and I may say that in the Crown manors, in which are situated the parishes of Llanbister and Llanbadarn Fynydd, only two or three years ago meetings were held for the purpose of getting the inclosure of their common land. Lord Ormathwaite, the Lord Lieutenant of the county, took the chair, and he advised the freeholders, and gave them very good advice, not to commence upon it unless they were quite sure what the result of their application to Parliament would be. Lord Ormathwaite at the time he was in the House of Commons took great interest in inclosure matters, and he was perfectly well aware of the tendency of modern legislation to prevent all inclosures, and the way in which the Legislature has done so, has been to make it most difficult and most expensive and costly for any body of freeholders to obtain an inclosure now. They must go to Parliament for a special Act of Parliament, and that is a very costly proceeding.

52,475. So that all inclosures, of course, are done now under an Act of Parliament?—Under a special Act of Parliament. Before the recent legislation they were included in a sort of omnibus Bill. Now you have to get your special Act. Here is one of them.

Sir *John Llewelyn*—continued.

52,476. The lands with which we are now dealing are manorial lands, and not public lands?—Manorial lands.

52,477. Do you think that the commoners who have rights over those lands understand the difference between public rights and commoners' rights?—If you attempt to take away their common rights from them you would find that you would be destroying their estates, because the freeholds in respect of which they exercise those rights are often small. Their rights upon the commons are large, and they treat that right upon the commons as a portion of their freehold estate. It is appendant and appurtenant thereto. If they have bought the estate they have bought it with the rights appurtenant thereto.

52,478. Do you think they are fully alive to their rights when any inclosure takes place?—I am sure of it.

52,479. And those rights have been respected in all the inclosures with which you have been connected?—Undoubtedly. Every man who had a freehold within the boundary of the manor or township which was being inclosed was entitled to an allotment, and got an allotment in respect of his ancient freehold land.

52,480. Do you know Cregrina?—Yes.

52,481. One of the witnesses yesterday from that district appeared to have a grievance with regard to the common lands, as he called them, in that immediate neighbourhood?—The parish of Cregrina is not yet inclosed, therefore, if he s a landowner in the parish of Cregrina, he is still occupying his ancient rights of pasturage, whatever they may be, upon the waste lands of Cregrina.

52,482. That has not yet been inclosed?—No, it has not yet been inclosed.

52,483. Do you know that district?—I do.

52,484. Do you think if any inclosure took place there that it would be in the public interest that it should be done?—I am quite sure in many places in Radnorshire there are large areas of land that could be cultivated and improved, and upon the principle of making two blades of grass grow where one grew before, it would be very much to the public interest. I was informed by a Brecknockshire man the other day, who has a large area of sheep walk, that it would add to the value of his sheep 10 to 15 per cent. if it were inclosed, to prevent the damage and loss which he sustains now.

52,485. Can you tell me who are the owners of the Llandrindod Common now?—It has become split up among a great number of people now. It has been cut up and divided into plots.

52,486. It has been in the market?—Yes, it has been in the market. It is cut up into the smallest possible slices, selling at very big sums.

52,487. Who was the principal landowner?—In old days it was Mr. Edward Myddleton Evans, of Llwynbarried, and Mr. James Gibson Watt, of Doldowlod, was lord of the manor.

Sir *John Llewelyn*—continued.

There were a great number of other freeholders.

52,488. But since it has been inclosed it has been cut up into building lots?—Yes, all over the place.

52,489. Your opinion is, that that is in the public interest?—I am quite sure of it.

Lord *Kenyon.*

52,490. Did you read Mr. Russell Sowray's evidence given in London?—Yes, I did. I have read over that evidence, and I have it with me.

52,491. Do you see what he says about the number of small holders, and the way in which they have been created. Just look at that part of his evidence now, you will find it at question 27,530?—Well, I know all these parishes, and I expect a good many of those encroachments are additions to existing farms—straightening the fences. You will find that where a farm adjoins a common, and where that common belongs to the Crown, the tendency of the farm is like a tree to grow in outward rings; and I think you will find it is a gradual growth. Each one of those would be separately surveyed by the Crown surveyor, and reported upon when he goes round every now and again; he would report to the Commissioners that he had found an encroachment on so-and-so. I do not think they are necessarily what you would suppose by little squatter freeholders. I know that district. There is one place called the city of Marlborough, where there are apparently a few squatters who have lived up there for a good many years.

52,492. Was there much disturbance on those enclosures being made, do you suppose?—No, I do not think so. I never heard of any disturbance up there at all. I think these have been of gradual growth, the encroachment upon a waste which goes on in some districts.

52,493. If they have encroached over 60 years they are perfectly safe?—Yes, perfectly safe. I cannot refer to the actual words of Mr. Sowray's evidence where he speaks of the Manor of Iscoed. That was part of the Manor of Iscoed which was inclosed long before my time. It was called the Llanyre inclosure. A very curious thing with regard to that is this: Mr. Watt was lord of the manor, having purchased from the Crown. They got into their Act of Parliament a clause enabling them to sell to the encroachers all the encroachments in the other manors, that is to say, in Uwchcoed, Swydd Neithon, and Rhysllyn. The whole of the encroachments were sold to the people who made them, and a lot of little freeholds created by that. They took all that money, and made roads with it in Llanyre. The money ought to have been spent among the freeholders of their own manors; but they did those things in the forties. Llanyre is on the western side of the Ithon, bounded on the east by the Ithon. Mr. Sowray refers to that. I happen to know of it. It came before me in my early inclosure days.

Sec 27,69

Lord *Kenyon*—continued.

52,494. There are two questions that I have to put to you; the first is by Mr. Stephen: "Is there any demand for allotments in this "neighbourhood"?—I am not aware of any demand for allotments here. I think the county council have had a committee appointed upon that matter, and I think it is quite possible that there are members of that committee here.

See 53,445; 54,365–54,413.

52,495 There is a question by Mr. Cowper Coles: "Cannot the Llandrindod Inclosure "Award be seen at the Llandrindod Rectory"?—Yes, I think it is possible it can be seen there. You can have the Llandrindod Award placed before you on application to the churchwarden, Dr. Bowen Davies. It has been suggested to me that I have omitted to mention one thing, namely, that under the inclosures I have carried out, land has been set out for turbaries; I forgot that entirely, and the cottagers have the right to go and cut turf on these turbaries.

Lord *Kenyon*—continued.

52,496. Do they avail themselves of that right?—Well, to a certain extent. Coal is coming into the country since we have had the railways, and consequently they do not require to exercise that right so much. There is another suggestion made to me with reference to the Corporation of Birmingham erecting new houses for the persons displaced. I may say it is the intention of the Corporation of Birmingham to provide houses for the farmers who may be displaced. We have no intention of disturbing the people; in fact, we should be cutting our own throats by so doing. How are we to occupy that enormous tract of land except by having tenants on it? I may mention that the Corporation of Liverpool have had to do something of the same kind to get their land occupied at Vyrnwy.

The witness withdrew.

Re-examined, 52,819.

Mr. Roger Walker called and examined.

Lord *Kenyon.*

52,497. You are Mr. Roger Walker of Talcoed?—Yes.

52,498. Are you a tenant farmer or a freeholder?—I am a freeholder now, and I have been for the last two years.

52,499. You are a guardian of the poor?—Yes.

52,500. What parish do you live in?—In the parish of Nantmel.

52,501. Please give us your statement?—I farm 270 acres of my own land and I have been a tenant farmer all my life till two years ago. All the common lands in Nantmel district have been inclosed within the last 30 years, comprising "Hosfa" and "Gwasteddin" commons, Rhewgraith and others, by Act of Parliament. I think the inclosures were for the general benefit of the population; many farms were improved by it. The owners of small farms adjoining the commons lost by it. Before the inclosure they exercised equal rights with large owners, and when the commons were inclosed they only received land in proportion to the tract. A small portion was allowed to schools, but nothing for allotments or the use of the poor. I think the squatters had the option of buying their cottages, but they would be of little value to them when the commons were inclosed. They virtually got no compensation. In Cwmdauddwr parish, near Rhayader, there are large uninclosed hills. The tenants on the adjoining farms on Nantgwyllt and Dderw estates have the right of turning out sheep, cattle, and horses, to pasture without stint. When tenants leave the farms they are under an agreement to leave a certain number of sheep on the open common, which are taken to by the landlord or succeeding tenant at a certain fixed price. It may happen that the sheep are worth more than that value, or they may be less. It is an uncertainty, and the arrangement hardly works fairly. I think the general bulk of farms would be benefited by inclosure of the commons. The tenancies commence generally at Lady Day, and they are generally yearly. Changes are more frequent than in former years. The rents are too high. The Agricultural Holdings Acts are of little use, the landlords generally contract themselves out of it.

Lord *Kenyon*—continued.

52,502. Out of which Act?—Out of the Agricultural Holdings Act.

See correction at 52,871.

52,503. Which one?—Out of the 1883 Act.

52,504. Do you mean out of the whole of it?—Well, as regards game and those sort of things. There is generally a penalty attached for breaking up meadow or pasture land, and I am now defending an action brought by my late landlady for, as she alleges, doing this, although I deny having done so. Rent averages from 10*s.* to 15*s.* an acre. Hauling is sometimes required of the tenants. Rents are as a rule fixed by private treaty, although occasionally by valuation. I think rents should be fixed on the basis of the average value of the stock and produce at the time a farm is taken. Rents have risen very much since 50 years ago. The standard rent has not been reduced, although a reduction of from 5 per cent. to 10 per cent. has occasionally been made. Farms vary from 50 acres to 300 acres. Many holdings have been consolidated. The result has been that they are not so well tilled, but more stock is produced for less labour. I do not think it makes much difference in the rent, but it has been the cause of many houses becoming uninhabited, and decreases the population. In my opinion the occupiers of small farms till more carefully than those of larger ones, but the occupiers of the latter are better able to withstand the depression, owing to their not employing so large a staff of labour in proportion, and, therefore, they are better able to provide for their families in bad times

See rebuttal of Mrs. Stephens, 80th Day.

Lord *Kenyon*—continued.

There is a deal of land which could be broken up and drained and which could be made more valuable, but the tenants could not afford to do it without the landlord's assistance, which he does not get. According to the custom of the country the outgoing tenant is entitled to be paid for clover and grass seed, if kept up from 2nd November preceding expiration of the tenancy, and he is entitled to sell the offgoing crop to the landlord or incoming tenant, or he can hold it till harvested. A boozy pasture and the buildings are reserved to the outgoing tenant till the 1st May, with the exception of the stables. A deal of the labour is done by tenant farmers and their wives and families. There are not half the number of labourers in the district there were 30 years ago. The depression has been coming on for many years. Many farmers have suffered a great deal from fluke in sheep. The rents are too high, and must be lowered, and railway rates must be reduced. A portion of the tithe should be devoted to assisting taxation, or it should be reduced. When I left the farm as a tenant my landlady said she was going to divide the farm that I held on account of having three or four votes for the Conservative member; that was her meaning, and that caused me to leave.

52,505. Did you leave of your own accord?—No.

52,506. With regard to these sheep, does that refer to what we heard from Mr. Williams just now?—Yes, similar to that.

52,507. I suppose those sheep are bought at a fixed price by the incoming tenant?—Yes, there was a fixed price put on them to begin with in the cases that I have heard of since, a number of years back, and it is always the same, so far as I have heard.

52,508. Is it considered a hardship if the tenant receives the same price as he gives for them?—No. Of course, the stock rises, and of course it would be to the advantage of the tenant when the stock rises, but on the other hand it may be reduced, and I do not see that there is much difference.

52,509. Is it not fair that he should receive the same as he pays?—Yes, in one way it is, but that would not be to the advantage of the tenant if he farms well.

52,510. He may get the advantage of good times or the disadvantage of bad times, in the other case. Were you an owner of land before, while you were a tenant farmer?—Yes.

52,511. Now you are residing on the farm which you own?—Yes.

52,512. Are you of opinion that the inclosure of these commons is of benefit to the community, as a rule, on the whole?—Yes, I think to farmers generally it is. As to cottages, I think it is of interest to them.

52,513. With regard to the Agricultural Holdings Act, do you know the provisions of that Act?—Not all through.

52,514. Because any attempt to contract out of the 1883 Act is void, with the exception of one section, which refers to six month's notice?—At the time the Agricultural Holdings Act came into force, my landlord sent me a notice to sign not to be under it—to sign out of it—not for me to have any power over it.

See correction at 52,781.

Lord *Kenyon*—continued.

52,515. With regard to any particular section of the Act, or with regard to the whole Act?—The Act altogether.

52,516. That was a proceeding which was of very little use to her, because it was quite void?—Yes.

Sir *John Llewelyn.*

52,517. What is the size of your freehold?—That I hold now?

52,518. Yes?—About 270 acres.

52,519. Have you any other land besides that?—A small quantity.

52,520. Do you let that?—Yes.

52,521. May I ask what acreage that is. I do not want you to answer it unless you like?—It is no great quantity; some 60 or 70 acres.

52,522. You farm your own farm. What is the name of that farm?—Talcoed.

52,523. Is that in Nantmel parish?—Yes.

52,524. Where was it that you were a tenant farmer—in the same parish?—In the same parish.

52,525. Adjacent land?—No, not attached.

52,526. Not close by?—No.

52,527. But still in the same parish?—In the same parish.

52,528. How large was that?—From 400 to 500 acres since the inclosure was made.

52,529. With the mountain land?—Yes, a good deal of it was mountain land.

52,530. How long is it since you have left that farm?—Two years.

52,531. At that time were you holding both farms, or were you sub-letting Talcoed?—I was sub-letting Talcoed.

52,532. So that you changed from being a tenant farmer in consequence of what you have told us?—Yes.

52,533. Have you any labourers' cottages on your land?—No, not now. I have a cottage adjoining the land, but not on the land.

52,534. Perhaps your house is large enough to take in the labourers you employ?—The labourers I employ live in the house generally, besides the man that lives in that cottage. He works for me most of his time. He has a cottage so that he can keep a cow and things.

52,535. What wages do you give to your labourers?—I pay very high wages to some of them.

52,536. Is that on account of competition?—Scarcity of labour—scarcity of men.

52,537. I suppose the best men and the young men go off to Glamorganshire, do they not?—There are a great many who have gone many years ago, and they are getting better wages. The farm labourers are getting now extraordinarily good wages.

52,538. That is the effect of the competition, I suppose?—Yes, more competition.

Sir *John Llewelyn*—continued.

52,539. You are obliged to pay higher wages or you would not get them at all?—Yes.

52,540. Do you find that the men have a tendency to come back again to the land?—Not so much to the land, but they come back to the neighbourhood—such as these waterworks going on now they come back to, but not a great many come back to the land.

52,541. That is a fresh source of competition, I suppose?—Yes.

52,542. Labour is very high now?—Yes, very high.

52,543. Do you think it has ever been so high before?—No, I never remember it being so high.

52,544. What is the general condition of the labourers' cottages about here: are they good?—Not all good, but they are better than I remember them.

52,545. They have been improved?—Yes, they are in a better state of repair than I remember them 20 or 30 years ago.

Professor Rhŷs.

52,546. You mentioned just now a rise in the rent. About when do you consider that took place?—Rents were raised, say, from 20 to 30 years ago.

52,547. On the farm you sold, or in the neighbourhood generally?—In the neighbourhood generally the rents were raised about that time. Stock was better, and this depression was not going on, and rents were raised generally to what they were 40 years ago.

52,548. To what extent do you think; can you give us an instance?—Many farms were raised almost double.

52,549. Have they come down since?—No, there has been no general reduction. Perhaps there is 10 or 15 per cent. taken off in some cases, and in some cases not. I had only an allowance of 10 per cent. for about two or three years during my tenancy.

52,550. Abatements or reductions?—Abatements.

52,551. How many servant men do you keep in your house?—Three.

52,552. Do they sleep in the farmhouse?—Yes.

52,553. Is that the usual arrangement in the district?—Generally, a good deal of this neighbourhood is under that rule.

52,554. Then the farmers generally have sufficient room to give sleeping accommodation in the house to their servants?—Generally they have. I think most farmhouses are built so now.

52,555. Is the scarcity of cottages for the labourers one cause why they leave the district, do you know?—Well, they are not employed. There are a great many houses and cottages round this neighbourhood which are vacant now.

52,556. So it is not because there is a lack of cottages?—No, there are plenty of houses vacant in the neighbourhood.

Professor *Rhŷs*—continued.

52,557. It is because they think they will get better wages elsewhere?—Yes, that is what it is, I think.

52,558. You had to leave your farm about two years ago, I understand?—Two years ago this May.

52,559. You had notice to leave?—Yes, I parted with a portion of it the year before. I held as one farm what used to be two or three farms.

52,560. You held under two or three people?—No, two or three farms under the same landlord. He bought one farm and put it to the other—it had at one time been three farms.

52,561. Then you gave up those farms at different times?—The one was under lease, and of course I was forced to part with that, one year before the other—I was obliged to.

52,562. Why were you given notice to quit?—The landlady wanted to raise the rent, and she said she wanted more votes, or something, and she wanted to divide these farms, or something, but she wanted more rent than I could pay, and the rent was very high then.

52,563. You are saying rather more than I can follow. First of all you say she wanted more tenants?—Yes, she wanted more tenants.

52,564. Instead of one tenant she was going to put in how many: was she going to put in several?—She was going to put in three, at all events, to have votes for the Conservative member, she told me.

52,565. It is not fair for me to ask you whether you vote on the Conservative side or not, but in any case there would be more votes?—Yes, there would be more votes.

52,566. Did she raise the rent?—I do not know what she did when she rented it to other parties. I objected to give her the higher rent.

52,567. You do not know whether the rent has been raised?—I cannot say really; I should think perhaps not much; I do not know, so that I must not answer.

52,568. Has she put up buildings on these separate forms, or were there buildings on each of them?—She has repaired the buildings on the one since. I do not think she has done much to the other.

52,569. She has repaired the buildings on one of the farms?—Yes.

52,570. Were there buildings on the three farms?—There was no building on one; there was an old barn on it, and a cottage, but still the house, as it used to be, was gone down many many years before I saw it, and I lived there 38 years.

52,571. The acreage in all was from 400 to 500?—Yes, between 400 and 500 acres.

52,572. How much of that was a sheep run?—About 150 acres.

52,573. Then there was about 350 acres of better land?—Yes, some of it was better, and some of it was not much better.

Mr. *Richard Jones.*

52,574. With respect to the arrangement as to sheep, you say that it does not work satis-

Mr. *Richard Jones*—continued.

factorily, because you have to sell the sheep at the same price that you give?—I do not say that it is very unsatisfactory, but still, if a tenant has improved a stock of sheep very much, and things like that——

52,575. That is the very question I was coming to?—Yes.

52,576. Do you think it is possible to improve the breed of hill sheep?—Yes. There is a great improvement in the breed of sheep in this neighbourhood to what it was some years ago. There are a very different class of sheep altogether now to what they were years ago.

52,577. We were told by a landlord at Llandovery, the other day, that it was impossible to improve the breed of sheep, and I disputed his statement. I believe that tenant farmers are generally of the same opinion—that it is possible. Under the present arrangement, where you say the price is fixed, there is no encouragement to improve the breed of sheep?—No, it does not matter what the breed of sheep is there, you get the same price for them.

52,578. Is there another disadvantage with regard to it?—I do not know.

52,579. It is useless in one sense, the same as fixing rent for a long period?—Yes.

52,580. The prices fluctuate so much, and it may work well, and it may work otherwise?—Yes, it is quite an uncertainty.

52,581. Have you any suggestion to make to meet this difficulty?—Not as I know of, but I think it would be fairer for the stock to go all at a valuation.

52,582. That is the way it is done in Merionethshire, and, as a rule, the sheep are valued higher than the market price, perhaps 1*s.* 6*d.*, 2*s.*, or 2*s.* 6*d.* a head higher, and that meets the difficulty. Of course it is a great advantage to the succeeding tenant to have a flock settled on the mountain?—Yes, it is sure to be.

52,583. No suggestion has been made in the neighbourhood to establish a system of that sort to take sheep by valuation?—I do not know of anything of the kind.

52,584. With respect to the Agricultural Holdings Act, 1883, you say that the landlords generally contract themselves out of it?—So I understand, and I know my landlord did with me.

See correction at 52,781.

52,585. Was it out of the whole Act?—Yes, out of the whole of the Act.

52,586. You understand it was not legal; he could not do so?—Not in every way, I believe.

52,587. You have not a copy of the agreement?—No, I have not with me. One farm I was under an agreement for, but I had no agreement for the two farms I held; consequently that would not interfere with them.

52,588. What was the date of that agreement, do you know?—It would be about 1862 or 1863—1862, I should think.

52,589. When did you receive a notice from the landlord?—It was after the Act was passed.

Lord *Kenyon.*

52,590. Did I understand you to say you signed that paper?—Yes. He sent it to me to sign for this farm that I was under agreement for.

Mr. *Richard Jones.*

52,591. You say that changes of tenancy are more frequent?—Because of the depression of trade, and there will be more changes yet too, if rents are not lowered. There is no doubt about that.

52,592. What is this dispute that there is between you and your landlady over the breaking up of the meadow?—I do not know. She claims against me for breaking up land that I ought not to have done, and I do not know anything about it. I never heard anything about it until after she came into possession. The landlord always used to give his consent for me to do anything I liked, but there was one farm I was under an agreement, and, of course, it says in the agreement about meadow land, but I never ploughed any meadow land. I do not know why she claims it against me.

52,593. Have you ever ploughed up any green pasture which has been down for a number of years?—Not but what had been ploughed—there are men in the room who ploughed it before me, all.

52,594. So that really the dispute would be over that field, whether it was meadow land, properly speaking?—Not over that field only, but she claims almost all that I ploughed—she put in all that I ploughed. The land has been ploughed regularly almost, or else I do not know what rotation farming is.

52,595. You say that the rents should be fixed on the basis of the value of the stock and produce at the time a farm is taken?—I should think that would be the fairest way. That would be my opinion.

52,596. But, of course, you would admit this, that something besides the stock and the produce should regulate the amount of rent; the price of labour would have a good deal to do with it?—The price of labour would have a good deal to do with it.

52,597. You think that if these things were taken into consideration the rents would be much reduced?—I think the rents ought to be reduced.

52,598. To what amount?—I could not say to what amount, because they vary very much now. Late takings are very much dearer than old takings in many cases.

52,599. You find there is no uniformity in the rents?—No, there is great variation in the rents.

52,600. Have there been any permanent reductions made?—Not any that I know of.

Mr. *Griffiths.*

52,601. Did any of the squatters you mentioned just now have a real loss when the commons were inclosed?—Of course there were a good many small cottages near the place where I lived before, and there was an open common, and they used to pasture a cow and a

Mr. *Griffiths*—continued.

few sheep, and perhaps a pony there, and I do not say they were trespassers.

52,602. Were they there on sufferance, or had they a right to go there?—They took these cottages, and they were keeping these cows and things there. If they had a plot of land to get a bit of hay for the winter they would generally run to the common for the summer.

52,603. Did you make a claim in leaving the farm?—Yes, for the one farm.

52,604. What was the nature of the claim you made there?—For compensation for cake and lime—unexhausted.

52,605. Did you send in your claim according to the Agricultural Holdings Act, then?—No, not for the farm I had the lease on; I could not get anything for that. By my signing out of that I would not get anything for that one. Being in hopes up to 25th March of re-taking the farm, I had no opportunity of sending in a claim.

52,606. Yes, but by signing out of it you could have got it all the same, because it was illegal?—I was told I could not get it by the party that claimed for me. I was told I could not get anything for that, because I had signed that document.

52,607. What is the system you recommend for regulating rents?—The price of stock and the price of labour, and everything else, as a farmer would require to pay at the time he took the farm.

52,608. Who would you recommend to settle that question?—I do not know. Nobody knows better than the landlord and tenant himself if they could come to the agreement.

52,609. The landlord and the tenant?—The landlord and the tenant by mutual agreement, the same as it is now.

52,610. But you do not know of any such scale being adopted now, do you?—No. I could not mention anything where rents are lowered so much.

52,611. Then you spoke of much land that was improved by the co-operation of the tenant and the landlord. What sort of land is that?—Such as wet land that has been dried, and things like that. There is a great part—half of many farms—that has been of very little value, because having been so wet it is useless to till it, and very little herbage comes on it.

52,612 If it was dry it would be valuable?—Yes.

52,613. There is much land that requires draining in this part of the country?—Yes, a great quantity in this neighbourhood.

52,614. Then, with regard to the loss of sheep upon these lands, who would sustain the loss of sheep in a bad year?—So far as I know it is the tenant. The tenant is obliged to return the number of sheep that he takes at that price; it does not matter if they die; he is bound to find them.

52,615. Is there much of this land that is wet?—Not so much where the sheep are taken. I do not think they get losses from fluke so much in that district as in the districts further down—lower down in the county.

Mr. *Griffiths*—continued.

52,616. Is there not a possibility of what we may term over-improving the sheep for a mountainous district?—Yes, no doubt it would be possible that you could breed the sheep too good for the land. *See* 52,898.

52,617. By crossing them with other sheep? Yes, there is a possibility that you could breed the sheep too good for the pasture.

52,618. There is a passage in the report in 1867 by Mr. Boyle* with regard to the immorality in that district; of course it is a long time ago, and it is not the same in this district, I hope, now, as it was then. I will just read it to you. It is written by the Rev. W. Williams, and the passage I refer to is as follows: "The "morals of the young women in this district "are, I fear, very much corrupted. It is with "much regret that I state that it is quite the "exception for young women of the rank of "farmers' daughters and downwards to be "married before they are far gone with child." I hope things have improved in this district since that time. Have they?—Yes, I should think so, anyhow.

52,619. Still, things were so then?—They were in some cases, no doubt.

52,620. Why should it be more so in this district than others?—I do not know that it is. I do not know what other districts are like.

52,621. We find in other districts that things are very much improved where we have been. You cannot account for it?—No.

Mr. *Richard Jones.*

52,622. Have the farmers suffered any loss from fluke since the year 1879?—Oh, yes, there has been a great deal of loss since then. In some places, of course, in many farms it is very much worse for fluke than in others, what we call fluke, the decay in sheep.

52,623. I suppose the farmers take as much care as they can to put their sheep on dry ground?—Of course I always kept the dry ground on the farm which I held for the sheep, and left it without ploughing it, as much as I could, because one half of the farm was best for keeping the sheep on, so that they would not get the fluke, and they would not die, and I ploughed as much as I could of the wet land, and the landlord used to drain the field for me. Then I would plough down at the bottom as well as I could, and leave the dry land unploughed.

52,624. Do you think the farmers exercise as much care in a matter of that kind now?—Yes, it is a general thing that is done in the neighbourhood, I think.

52,625. Do you think that if any draining were done it would prevent fluke?—The land would be in a better state a good deal. There would not be as much fluke. If the land was drained of course it would be better. It is in the wet land that they get the fluke.

* *See* "Third Report of the Commissioners on the Employ- "ment of Children, Young Persons, and Women in Agri- "culture" (1867), p. 164.

Mr. *Richard Jones*—continued.

52,626. Do you think that those farmers, if they had the capital, would drain in order to save their sheep?—The farmer cannot afford to drain when the rent is high.

52,627. In co-operation with his landlord, say?—Yes, with his landlord. I always did all the hauling and everything like that, and of course I had to pay interest on the money for some time after.

52,628. What is the custom in respect of draining, does the landlord supply pipes, and the tenant open the drains?—The general way is to put 5 per cent. on for drainage.

52,629. Is that it?—Yes, as I know in a good many cases, that is done.

52,630. A lot of the tenants would rather risk the loss of sheep than pay 5 per cent. for for drainage?—Well, their rents are so high already, that they fear they cannot afford to.

52,631. They are sacrificing the future?—Yes.

Sir *John Llewelyn.*

52,632. You had in your late holding three farms?—Yes, they had been three farms at one time.

52,633. What were their names?—Penffynnon, Bwlch Llys, and Fron.

52,634. How large were those three farms: in the aggregate nearly 500 acres?—Yes, nearly, with the inclosures.

52,635. Were there buildings on the three farms?—Yes, some buildings on the three. There was only a cottage with Fron, the building had gone down that was on Fron; in fact, it had been in four farms at one time. There was a part of it called Tymawr, and I have no doubt in old times that had been a farm.

52,636. They have been consolidated?—Yes.

52,637. Is there much consolidation about here?—Yes, a good deal.

52,638. Is that popular?—It was a few years ago, very popular.

52,639. Do you think it is a good thing or a bad thing?—I really do not know. The farms are easier paid for—the land is easier paid for the larger the taking is.

52,640. Are they now separated?—The farms I held?

52,641. Yes?—It is in two now.

52,642. I think I followed you correctly then. Would you mind telling me what your rent was?—The whole rent?

52,643. Yes, the whole rent?—201*l.*

52,644. That is rather less than 10*s.* an acre?—Yes. Of course there was common land, and it was more than 10*s.* an acre on the other land.

52,645. They are now occupied by two different families?—Yes.

52,646. Do I understand that the third is inhabited in any way?—Yes, the other farm goes with the one. Fron and Penffynnon are together.

52,647. Is the house on the lower part inhabited?—No, I think not.

Sir *John Llewelyn*—continued.

52,648. It is not inhabited?—No, it has not been for many years.

52,649. Then the division is merely from one to two?—Yes, from one to two. It is in two now. It was in one.

52,650. Do you allege that you were evicted from that farm?—No, I could not say that; I had the chance of it again at a very much higher rent.

52,651. Could you say what the rent of those two places is now?—No, I cannot.

52,652. Whether it has been increased or not?—I rather think they increased it somewhat, but not nearly so much as she asked me.

52,653. You alleged, as I understand, that you were turned out for political reasons?—I do not know that it was that, but of course——

52,654. You do not know?—I am not certain of that, but she told me she wanted to rent it in two or three farms, to get different votes for the Conservative member.

52,655. Do you know whether any condition was made with the incoming tenants as to their politics?—I do not know anything at all about that. I do not know anything as to her conditions with her new tenants.

52,656. There was another reason besides a political reason, and that was a question of the amount of rent?—Yes, the amount of rent.

52,657. How much extra rent was demanded?—50*l.*

52,658. Fifty pounds more, making it 251*l.* instead of 201*l.*?—Yes. Trade was very bad, and was getting much worse at the time.

52,659. Then you declined to give the higher rent?—I offered her more rent.

52,660. But not the full amount that she wanted paid?—I offered her more, because I had lived there such a number of years, and I thought that I would like to remain there.

52,661. May I ask what amount of rent you were receiving for your old farm, Talcoed?—For the Talcoed farm it was 125*l.*

Lord *Kenyon.*

52,662. Is much of Talcoed farm, hill land?—No, not any.

52,663. Who is your landlady?—Mrs. Stephens of Presteign.

52,664. Where does she live?—She does not live in Presteign now. I think she lives at Cheltenham. The late landlord used to be agent for Lord Ormonde. He was clerk of the peace for the county of Radnor.

Mr. *Richard Jones.*

52,665. Were the times so good two years ago as to justify an advance in the rent of 50*l.*?—I think not.

Sir *John Llewelyn.*

52,666. But you offered more?—Yes. I am sure it was so; I am sure I was turned out of the farm for it. For many years I very often paid the rent out of my own pocket, and never

Sir *John Llewelyn*—continued.

made a farthing out of it owing to the death of sheep.

52,667. And yet you were willing to pay more rent?—Yes, I lived there a great many years, and I used to get a great death of sheep.

52,668. Of course I take your answer, but you were not in the position that some tenant farmers are in; you had a place of your own to go to.

Mr. *Griffiths.*

52,669. May I ask when you offered to retake your place at an advance of rent?—The first thing she did after my landlord's death was to bring a valuer up there to value the farm, and she came up there herself and brought a solicitor along, and a valuer came across the farm, and she sent to meet me in Rhayader on a certain evening. I came over, and she said that there were some gentlemen coming on the morrow morning, but she did not tell me what their business was. But I saw the man; I had known him before; he was Mr. Bamford of Hereford, and he said "I daresay you guess my business." I said, "Seeing you here, I can "imagine what it is." "Well," he said, "I shall "do you no harm, because your farm recom- "mends itself; I have not seen anything done "better in the country since I came here, and "I shall recommend you to go on; I think you "suit the farm and the farm suits you." I do not know what he recommended, but that amount was above his valuation; she increased the rent.

52,670. Was it before or after he valued the farm that he told you that, do you remember?—It was after that. I would not be certain whether it was before or after, but of course she kept writing to me for nearly 12 months, wanting me to take it at this rent.

Professor *Rhŷs.*

52,671. If it was a question of paying a higher rent, how did she come to talk about the votes at all?—She talked about dividing the farm as soon as ever her husband died. About the first time I saw her she said, "I "thought I would like to divide the farms," "and I said "If I took any I would like "to take the whole of it, because I should "not like to take one without the others; I "should hold the whole if I had any."

52,672. Then she said, what?—She said she wanted to divide it to have more votes.

52,673. What were her words, do you remember?—She said she was going to divide it in three, to have more votes for the Conservative member.

52,674. She said so?—Yes, she said so.

52,675. About when was that?—Really I could not say when it was. It was somewhere about July 1890.

Professor *Rhŷs*—continued.

52,676. That was before she asked for a rise in the rent?—Yes, it was.

52,677. You say it was soon after her husband's death?—It was soon after her husband's death. The first time she came up she talked about these two cottages, which were vacant at the time. I had them in the last years, and nobody was living in them, and she wanted me to put them in repair, and I did not feel inclined to do so, because I think it is the landlord's duty generally to keep the place in repair unless it is what they call an old-fashioned place—thatched building—and then the tenant has generally to do it. In other agreements there are clauses binding them to keep the buildings in repair.

52,678. How far is Fron from Penffynnon. It seems to be a considerable distance on the map?—It is not above 200 or 300 yards, or a quarter of a mile anyway, and Bwlch Llys would be about as far again.

Lord *Kenyon.*

52,679. I think I understood that you still let some land of yours?—Yes.

52,680. Have you lowered those rents?—No, I have only just recently bought it—what I left.

52,681. You still think it is worth while buying land then?—I do not know. It is adjoining the one I had. Adjoining Talcoed is another place called Talcoed.

52,682. I understand you do not know Mrs. Stephen's present address?—No, I do not know her present address. There are plenty in the room who do.

52,683. You were not able to inform her that you were coming here?—No, I was not.

52,684. But you have made certain allegations against her, and it will be necessary to inform her of the evidence that you have given. I should like to know her address if you can find out?—I could not.

52,685. Will you try to find it out for us, please?—I do not know. There are plenty here who can give it.

52,686. If you can find it out in the course of the day, do so please. I have some questions to put to you, which are handed in by Mr. Vincent. "When did your landlord send you the notice "to sign out of the Act—at what date"?—I do not think I can answer that, what date it was, but still that notice is somewhere now.

52,687. It was subsequent to 1883, I think you said?—Yes, after 1883; it would be about 1885 or 1886. That was only as to the one farm that I was under an agreement for. *See correction at 52,781.*

52,688. This is my own question, may I ask you whether you were under a six months' notice?—Yes, six months' notice.

52,689. Under that agreement?—Yes, under that agreement.

52,690. That would probably be the clause you contracted out of?—Yes.

Lord *Kenyon*—continued.

52,691. Mr. Vincent's questions continued: "Do you produce any agreement purporting to "contract out of the Act." You do not produce any agreement, do you?—No.

52,692. "Do you think it safe to state the "effect of written documents without producing "them"?—I really do not know. Of course, I can prove what I have said, and I can produce the document.

52,693. Probably, if you came to examine the document, you would find that you only signed out of that particular clause, which allows the landlord to give you a six months' notice instead of a 12 months' notice. It is allowable to contract out of that clause, under the Act?—Well, that is all that I knew, he did contract out of. Of course it was connected with the notice.

52,694. That is all you contracted out of?—Yes, anything further I know nothing about.

52,695. You said just now that you contracted out of the whole Act?—Not the whole Act, of course, only so far as notice was concerned.

52,696. That is a very different thing?—Well, I had nothing else to do with it.

52,697. That is a very different thing, because you gave us to understand that he contracted out of the Act so far as regards compensation and everything else, and you said something about game?—So far as the compensation goes, I did, because I failed to get any compensation for that.

52,698. I do not know why you failed to get compensation?—But it would be in the agreement. The agreement would throw me out from compensation as to that.

52,699. Was there a schedule in the agreement as to compensation?—I really do not remember.

52,700. Another question by Mr. Vincent: "Do you mean to say that any solicitor or "man of business told you that you had "forfeited your claim under the Agricultural "Holdings Act by signing any document'?—He said I could not claim anything from that farm.

Lord *Kenyon*—continued.

52,701. But was that by reason of signing the document?—I do not know, but he said, of course, that I could not claim anything from it, I do not know the reason why.

52,702. Did he simply say you had got no claim?—He simply said I had no claim from this farm that I had the agreement for.

52,703. Mr. Vincent's questions continued: "Did you receive 46*l.* for unexhausted improve-"ments"?—Yes.

52,704. "Did not your late landlord spend "over 1,000*l.* in putting up a new farm-house "and buildings on your farm"?—I do not know the amount, indeed.

52,705. Did he put up a new farm-house and buildings?—He put up a new farm-house.

52,706. And buildings?—Well, part of the buildings. Of course a great part of the building was built before I went there—a new building when we went there.

52,707. "Is not the reason of your receiving "notice to quit the subject of a pending "action"?—I do not know. Of course it was to raise the rent sufficiently she sent me three different notices.

52,708. Is there any action at law arising out of it?—Yes.

52,709. There is?—Yes.

Mr. *Griffiths.*

52,710. What was the nature of the unexhausted improvements that you had compensation for?—For cake and lime.

52,711. Not for manure?—Manure to some extent.

Lord *Kenyon.*

52,712. May I ask what the action is: have you brought an action against the landlady or the landlady against you?—I have not brought an action against her.

52,713. Then what is the action?—The action is for damages I had done to the farm.

52,714. She has brought an action against you for dilapidations?—Yes.

52,715. I understand you are contesting that, are you?—Yes.

Re-examined 52,781.

The witness withdrew.

Mr. WILLIAM HUGHES called and examined through an Interpreter.

Lord *Kenyon.*

52,716. Do you understand sufficient English to understand your statement if it is read?—Yes, I am willing to try it. It is my hearing that is very bad, rather than my knowledge of English.

The following statement of the witness was read:—

I live at Alma Cottage, Rhayader. I lived at a farm called Ty Mawr, in the parish of Cwmdeuddwr, Radnorshire, as a tenant for 23

Lord *Kenyon*—continued.

years. When I took possession there was no fence round a single field, nor one gate hung on its hinges on the whole farm; it was quite open to the hill adjoining. During my tenancy I drained about 12 acres of the land, and hauled all the stones from the river to fill the drains. I also carried about 400 loads of soil, and made stanks to prevent the river breaking into the land. The timber only was given me by the landlord. I made all the ditches and hedges that were on the farm, also all gates.

52,717. Is that right so far?—Yes.

Lord *Kenyon*—continued.

Statement continued.

Also a few years before I left I fenced a great deal with wire and stakes. The wire I paid for myself, as well as a good quantity of the stakes. The buildings were repaired the last year of my tenancy, and I hauled all materials, slate and timber. I built a turf-house, cart-house, and granary above, there being none on the farm. I also bought a large grate, with oven and boiler, for the kitchen, which I had no allowance for, and was obliged to leave it in its place. I spent during my tenancy hundreds of pounds in improving the farm. I lost some money for the first few years, but when I had to leave it was paying me very well for my outlay. The farm was sold, and the new landlord let the farm to a neighbour of mine who had a very large farm, and I was obliged to leave without receiving any compensation for all the improvements I had made.

52,718. Is that correct?—Yes.

52,719. In what year did you take your farm?—Forty-three years ago this month.

52,720. It is 20 years since you left it?—I was there 23 years, and from then it is 20 years.

52,721. Did the new landlord give you any reason for giving you notice to quit when the farm was sold?—No, I had none. They sold the farm. Otherwise I had confidence in my old landlord that they would not send me from there.

52,722. Was there any reason why the new landlord did not take you on with the farm?—No, I know of no reason, but perhaps that there were so many that wanted to have it.

Mr. *Richard Jones.*

52,723. What is the number of tenants that applied for the place?—I only know of one neighbour who was undermining me, and who had been undermining me for many years. We were unable to agree. When I did go there the hill was lost, and the ground was awkward. The hill was lost, and when I did go there to try to keep the hill a bit, my neighbours were very much against me, and I am very glad I am free to-day. I did only try to do what was fair there.

Lord *Kenyon.*

52,724. What was the size of your place?—I do not remember. Probably Mr. Williams knows; somewhere about 70 acres I think the land was; I am not sure. It was not 100 acres whatever.

Mr. *Griffiths.*

52,725. Who was your old landlord?—One of the Hughes's from London. It was Sir Loftus at first when I went there, but he died.

52,726. Did you have an agreement with him?—No, there was no agreement. There never was any written agreement, only a verbal taking. Mr. Davies, of Gwardolau, was the agent when I took it.

Mr. *Griffiths*—continued.

52,727. Why did you not buy the farm yourself?—They were bad neighbours there, and I never had peace on the mountain there at any time.

52,728. Would you like to have a law to prevent one tenant undermining the other, as you say?—I really do not know. I preferred to go away from there to living on there, and it became too dear.

52,729. Who was the new landlord?—Mr. Prickard, of Dderw.

52,730. Is he a large landowner?—Yes, he has a considerable estate. It is close to the town.

52,731. Did you try to take the farm under him?—Yes, I tried, but I had no offer of it. I asked him the very night of the sale, before he went home, if there was a chance of my having it.

52,732. What did he say?—He said there was no chance for me to have it.

Mr. *Richard Jones.*

52,733. If you expended so much money on improvements, and if you had such confidence in the old landlord, why did you not ask him for some compensation before he sold the place?—No, they would not do anything. There is Mr. Williams there, and I have done a good deal of haulage from time to time from Claerwen Valley over as many as eight roads, and he has never paid even a turnpike toll.

52,734. Did you do the haulage to these buildings during the last year of your tenancy?—Yes, in the last year.

52,735. Was the rent advanced by the new landlord to the neighbour who took the farm?—Yes.

52,736. How much?—I do not know what the increase was. I believe it is now 100*l.*

52,737. What did you pay for it?—45*l.*

52,738. So that it has advanced 55*l.*?—Yes.

52,739. And, of course, you make out that the rent was advanced on your improvements?—Quite so. It would be easier for me to pay double the rent when I was leaving than when I went there.

Professor *Rhŷs*

52,740. Are there many people at Rhayader here who talk Welsh now?—Not many.

52,741. How many?—I really do not know; but there is not a considerable number.

52,742. People of what age?—Somewhere about 60, as a rule.

52,743. Where is the nearest part of this county where they talk Welsh?—I really do not know.

52,744. Do they talk Welsh in Cwmdeuddwr?—Yes, they have Welsh at Cwmdeuddwr, but they have English as well. The two languages prevail there.

Lord *Kenyon.*

52,745. The following questions are by Mr Vincent. "Thomas Price was your neighbour, "and the man who succeeded you, was he "not"?—Yes.

Lord *Kenyon*—continued.

52,746. "Had it not come to this, that either "he or you had to go"?—Oh, dear me, no.

52,747. "Were you not the contractor for the "repairs of your house, and were you not paid "for your work and labour"?—I am a bit of a carpenter. I was paid for the woodwork done in the last repairs, but for the haulage I was paid nothing. I built the granary and the cart house, and the turf house, myself, and was paid nothing for them, but I had the wood.

52,748. "You did buy another farm, did you not"?—Yes.

The witness withdrew.

Adjourned for a short time.

Mr. EDWARD WOOD called and examined.

Lord *Kenyon.*

52,749. You are Clerk of the Peace and Clerk to the County Council for the county of Radnor?—Yes.

52,750. And you wish to give evidence on behalf of the Dderw estate?—Yes.

52,751. Will you proceed with your statement?—I have acted as agent for the trustees of the Dderw estate since 1881. My predecessors, including my father, acted as agent for the estate for 50 years, practically before; at least since 1849. I propose to give information as to the rentals of this estate since 1849. The acreage of the estate is, roughly, 4,000 acres enclosed land, and about 12,000 acres unenclosed.

52,752. That is rights of sheep walk?—Exactly. As to that a portion of it is what they call exclusive rights, that is to say, exclusive rights attached to these holdings belonging to this particular estate. The total rental of the estate is 2,460*l.* per annum, and the average rent per acre, to take it per acre, is about 11*s.* 8*d.* for the enclosed land. That is, I should say, exclusive of sheep walks and of certain houses in the towns. As to the 64 tenants, 31 of the holdings are the same as they have been practically for the last 50 years. Practically, on all the holdings on the Dderw estate the rents have been the same for the last 50 years.

Mr. *Richard Jones.*

52,753. You said before that 31 were the same as the last 50 years?—Yes, there are some trifling additions either one way or the other, but as to 31 I think you will find this. I propose to hand up to the Chairman a statement showing exactly every decade from 1849 to the present time, what the rentals are, and what alterations there have been, so that your Lordship and the Commissioners may have before you the exact facts with regard to this estate. There are six cases, I think, where additions have been made during the period I have referred to, and I think twenty-six per cent. of the farms have had their rents slightly reduced during the same period. The relations between the landlords and the tenants on this estate have been most friendly and cordial at all times. The rents are in many cases extremely low, in very many cases, in fact, I may say, almost in the majority of cases, much below the rateable value, and the rateable value has been also very low.

Lord *Kenyon.*

52,754. The rents are lower than the rateable value?—In a great many instances. I propose to hand to your Lordship a statement showing the rent and the rateable value of this estate. My instructions have always been since I have acted as agent to let the farms to the tenants at a fair rent, such a rent that they can obtain a livelihood and something more. No distinction has ever been made as to politics or religion. It has been practically a custom on this estate to allow, so far as possible, the son to succeed the father as a tenant. Whenever a farm has become vacant I have received very many applications, sometimes so many as 25 or 30 applications for a farm, but the landlords have invariably told me that I was not to select a tenant simply because he was prepared to pay a higher rent than all the other applicants, and in every case I think preference has been given to members of the family, if they existed, of the late tenant. The average size of farms, I think, is about 80 to 90 acres. With regard to repairs, I have made a calculation, from which it would appear that during the last 19 years something like 20,818*l.* has been expended on this estate for repairs, drainage, and improvements, the average being roughly 1,095*l.* spent out of a total income of 2,460*l.* I may say that the landlords, not only of the Dderw Estate, but also Mr. Lewis Lloyd, as the owner of the Nantgwyllt Estate and the Cwmelan Estate, instructed me to communicate with all the tenants, informing them of this inquiry and expressing their desire that they should have the fullest opportunity of stating any grievance which might exist, and inviting them to attend to-day. I wrote the letter partly because I thought that a large number of these tenants might not have an opportunity of seeing the advertisement in the papers, and I thought it would be a proper thing that they should have the fullest notice of this inquiry. I would ask your Lordship to allow me to put this in.

"Rhayader,
"April 28th, 1894.

Dear Sir,

"BAILEYNEUADD ESTATE.

"I observe that the Welsh Land Commission will meet at the Magistrate's Room, Rhayader, on the 10th prox. I think it right to apprize you of this, as possibly you may not have observed the notice in the paper. Your landlord

Lord *Kenyon*—continued.

is anxious and desirous that all his tenants should have the fullest opportunity of stating any grievances which they think may exist, and invite the tenants to attend before the Commission on the 10th prox.

"If you intend to give evidence you must please remember that you have to give seven days' notice to the Assistant Secretary of the Land Commission (Cecil E. Owen, Esq.), whose address is—

"Trafalgar Buildings,
"Charing Cross,
"London, S.W.

"Faithfully yours,
"EDWARD WOOD."

I wrote that letter not only to the tenants of the Dderw estate and to the tenants of the Nantgwyllt estate, but to all the tenants whose rents I have received in different parts of the county. I should say that I have received two letters from other tenants, one a tenant on the Dderw estate, which, perhaps, your lordship would like me to read. I do not know whether it is evidence or not. He is not here. It is addressed to me.

52,755. Anything pertinent to the inquiry you may read?—This is the letter, "Newhouse, "Cwmdeuddwr, 9th May 1894.—Dear sir, I "beg to inform you that I have lived on the "Dderw estate for 48 years, and during the "whole of that time neither my father or "myself have had any reason to complain of "the landlord. When repairs were needed they "were always carried out in a substantial "manner, and the landlord has always been very "kind. Yours obediently, JOHN PRICE. To "Edward Wood, Esq., solicitor, Rhayader." The other letter deals with an estate quite different, in the same county, but near Builth.—"Cwmshenkin, Glascwm, April 30th, 94.—Dear "sir, I received your letter, and am very much "obliged to you for the information about the "Land Commission. I am happy to say that "I have no grievance to complain of. I always "have had whatever I asked for. Yours truly, "DAVID POWELL." Now, my Lord, I think I have finished my general evidence for the moment, but I should just like to refer for a moment to the position taken up by the landlords in connexion with this Birmingham water scheme. I think it might be interesting to the Commissioners to hear what I have to say upon that. As you know, my Lord, it was a huge scheme involving gigantic interests, and affecting to a very great extent the position of a very large number of farmers and tenants in addition to the landlords. The tenants met, and after considering the scheme of the Bill, in the absence of any possibility of arranging clauses for the Corporation, instructed me to petition against the Bill. In pursuance of those instructions I did present a petition, and subsequently I attended before the hybrid Committee of the House of Commons on behalf of the occupiers and farmers. Before that was done I consulted the landlord of the Dderw estate, and Mr. Lewis Lloyd, the owner

Lord *Kenyon*—continued.

of the Nantgwyllt estate, and also General Sladen, who was interested, and I am glad to say that they all co-operated, so far as it was in their power, with a view of assisting the tenants in securing proper protection against the Birmingham Corporation. The Corporation coquetted with us for some considerable period and we were necessarily detained in the Committee room of the House of Commons for some time, but eventually we obtained clauses which are contained in the Act, and which, I think, will tend, and have tended, very materially to assist the tenants within the area of the watershed comprised in the Act, and now the property of the Birmingham Corporation. Under clause 17 of the Act the Corporation are compelled to grant leases for 21 years to all tenants who may desire the same and who at the time of the passing of the Act were in occupation of any land which the Corporation acquired or might acquire under the provisions of that Act, excepting lands, of course, which were covered or would be covered by reservoirs.

52,756. Were they compelled to give those leases at the existing rents?—Yes, my lord. The words are, "And such tenants shall be "entitled to such leases on the same terms "and conditions as those under which they at "present hold and occupy such land." Then, section 47 is a clause providing that the Corporation were not to acquire common rights except in certain cases. Clause 48, which is an important clause for the protection of the tenants is in these words: "That if, in the opinion of "the Corporation it should be expedient, with a "view to preserve the purity of the water, to pro-"hibit the washing of sheep in any waters which "the Corporation are authorised to improve or "take under the provisions of this Act, the Cor-"poration shall have power to prohibit such "washing of sheep, provided that before they "carry this provision into effect where it has "been the practice to wash sheep, the Corpora-"tion shall provide and maintain in the nearest "convenient situation on their own lands, "another suitable washing place and enclosure, "and shall also provide means for pasturage of "such sheep during such period as may be "necessary to keep such sheep at their own cost, "and on their going and returning shall provide "the necessary accommodation for the shepherds "accompanying such flocks." That was a very important matter, because the effect of the Birmingham Corporation scheme was this, that tenants owning thousands of sheep used periodically to take those sheep to be washed at particular places, many of which were taken up by the Corporation, and if it had not been for a provision of this kind being inserted in the Act, a very great injustice would have been done to the tenants and much hardship inflicted upon them; but I think that has now practically been provided for, and as I say, in addition, if the Corporation cannot find suitable washing places convenient, then they have to keep such sheep at the washing places that they do provide and find pasturage for them, and provide the neces-

Lord *Kenyon*—continued.

sary accommodation at their own expense for the shepherds accompanying those flocks. Another clause which we secured in the interests of the tenants was that the Corporation should provide suitable and convenient drinking places for cattle, sheep, and horses, in case it should become necessary for them to interfere with existing drinking places on any lands acquired by them under the Act. I do not propose, my Lord, to deal with the question of commons, because that, I understand, has been disposed already to a great extent by Mr. Stephen Williams, but there is a clause in the Act of Parliament which prohibits the Corporation from enclosing commons. I should say that the landlords co-operated with the tenants in securing this protection and these provisions being inserted in the Act. They not only subscribed towards the costs, but also gave their support before the Committee, and also gave evidence. So far as I know the relations on the estate to which I particularly refer, the Dderw Estate, have been, as I said before, most friendly, and I trust they always will be. I think I have dealt with everything that I need refer to except there may be any specific questions that you would invite me to speak to.

52,757. Have those tenants of the Birmingham Corporation now taken any of these leases?—I do not think so; not to my own knowledge.

Mr. *Richard Jones.*

52,758. With respect to the unenclosed land on the Dderw Estate are the boundaries well-defined, that is, the boundaries of the land allotted to each tenant?—Of course there are no fences; but a tenant would very likely describe to you a certain place by a certain stone or a certain dip, or say to you "As you go over the "breast yonder, *that* is yours and *this* is mine."

52,759. But is the boundary sufficiently well-known to prevent anything like disputes between the tenants?—Well, I do not suppose there would be any boundary that would actually prevent disputes, but, so far as we are concerned on our estates, they are practically few. Sometimes there are disputes, but comparatively very seldom; they know what their rights are, and I think the sheep do too.

52,760. The sheep do, if the boundary is pretty well defined, that is true?—Yes.

52,761. You do not know anything in this neighbourhood of the practice of having a common shepherd—a shepherd to tend several flocks?—Oh, yes, that exists.

52,762. How many flocks would the same shepherd attend to?—I cannot speak absolutely of my own knowledge, but in one or two cases, one case particularly, I know that a shepherd attends to about three flocks.

52,763. The system answers very well?—Yes, they seem to agree between themselves. The shepherd likes it, and prospers, I think.

52,764. Who are the owners of the Dderw Estate?—Mrs. Prickard, a lady over 80 years of age, is the tenant for life, then the Rev. William Prickard would succeed her as tenant

Mr. *Richard Jones*—continued.

for life; there are trustees of the will of the late Mr. Thomas Prickard.

52,765. Have any abatements been made on the estate?—No, none whatever. I have never been asked for abatements. The rents are so extremely low that in some cases I consider they are almost better than freeholds.

52,766. Have you a sufficient practical acquaintance with the value of land to know whether a farm is cheap or not?—I have sufficient practical acquaintance with the knowledge of men that, when I get 20 people who come and offer me double the rent for a taking or holding, I know that these farms are absurdly cheap for some of them.

52,767. You are prepared to say that people are ready to offer as much again?—In certain cases I am distinctly prepared to say so, and I can enumerate them; but, as I have told you before, my clients do not entertain any applications of that kind. They are anxious and willing to keep their tenants at the same rent if it is possible to do so. They wish them to do well and to thrive.

52,768. I suppose the landlords carry out all the repairs and improvements that are done on the estate?—Yes, practically everything. I think I gave the figures as to what was expended. They practically expend 1,095*l.* out of 2,460*l.* a year, so you can form your own conclusion as to what repairs are done.

52,769. Do you know whether any claims have been made by tenants on leaving their farms as to improvements?—Yes. There was a claim made and it is still pending.

52,770. For specific improvements?—The claim is for 190*l.* 7*s.* 7*d.*, which includes marling, manuring, liming, and hauling, and also a claim for 49*l.* for clover lay and fallow, and making fencing, 6*l.* Those claims having been made, I instructed a well-known land agent and surveyor to investigate them. He advised my client and myself that they were untenable. I told him that the landlords wished to meet the tenant, or rather the tenant's claim, in a most generous manner. However, they were unable to agree. Eventually they appointed arbitrators and an umpire. After the umpire was appointed and agreed upon, the tenant refused to accept the umpire, and a long time elapsed. The rent was not paid. I wrote and said that something must be done. Eventually the tenant, or rather the tenant's arbitrator, suggested another umpire. I was consulted about it. I said, "Yes, certainly, let him name his own." This gentleman was named and nothing more has been heard of it. *See* 53,07 –53,209.

52,771. You say there was a claim for making fences?—Yes, 6*l.*

52,772. Did the tenant write to the landlords to obtain their consent?—No.

52,773. Because it is under the first schedule. I suppose no counterclaim was put in by the landlords for dilapidations?—No, but we have a little counterclaim for the rent which has not yet been paid, and for payment of which we have not pressed.

Mr. *Griffiths.*

52,774. What class of people were these applicants for farms; were they already in possession of farms, or were they fresh applicants?—A good many were already in possession of farms, many of them, of course, about to vacate their farms, or desirous to do so.

52,775. Some, I suppose, in farms which were rented rather high, and they thought this farm a little lower?—That I cannot say; that is outside my knowledge. I can only deal with the farms that I am agent for.

52,776. Then you mentioned some six cases in which additions were made. How do you explain that. I did not quite catch it?—I can give you those, I think. Those cases would be, as to most of them, where the old tenants had died, or given up their holdings themselves, and where there were new takings, and where, therefore, the landlords considered that they were perfectly justified in adding some slight increase to the rent. In other cases, for instance, take the case of the adjoining farm here, close to the town, where it was accommodation land, and where a sewage farm had been made, there there was a slight increase; but, as I say, no old tenant has been raised. It has always been where there have been vacancies and new tenants have applied. The additions are very slight, but as I propose to put in a detailed statement showing to the Commission every single alteration on this estate for the last 50 years, perhaps you will be able to follow it better (*handing in a statement*).

Mr. *Richard Jones.*

52,777. I suppose the umpire has not made his award in that case?—We have never heard anything more of it since then. We are waiting to proceed with it, but the arbitrators have not met.

Lord *Kenyon.*

52,778. This statement only gives the Dderw estate from the beginning of 1849, I suppose?—That is all.

52,779. The others are purchases?—Yes, I have distinguished the time when we acquired them.

52,780. You have added up the totals as they have been purchased too?—Yes.

The witness withdrew.

Re-examined, 53,122.

Mr. ROGER WALKER re-called and further examined.

Lord *Kenyon.*

See 52,503, 52,514, 52,554, 52,687.

52,781. You wish to correct a statement of yours?—Yes. It was the Act of 1875, not the Act of 1883, that I contracted out of. The size of the farm was 400 acres, not 500, with the allotment.

The witness withdrew.

Mr. RICHARD MORGAN called and examined.

Lord *Kenyon.*

52,782. Are you a tenant farmer or a freeholder?—I am a tanner, not a farmer. I occupy land.

52,783. You are a Justice of the Peace for Radnorshire, and County Councillor for Rhayader?—I am.

52,784. What is it you wish to give evidence about?—My Lord and Gentlemen, my object in coming forward to give the little evidence I can, is to prove that more security of tenure is required to encourage tenants to do more improvements on their holdings. To prove that, I will, if you will allow me, just read a statement:—Up to September 1892, I had rented two pieces of accommodation land of about 3½ acres, for which I paid 10*l.* 10*s.* per year. In September 1890 I received a six months' notice to quit. In the April of that year, the Board, that is the sanitary board, of which I am a member and my then landlord was chairman, changed the chairman. When I received the notice, I wrote and asked him the reason. I received his reply, which I produce (I have the letter here if required) that it was to oblige a gentleman whom he knew to be his friend.

Lord *Kenyon*—continued.

52,785. Will you read the original letter?— *See* 52,8[illegible]

"Rhydoldog,
"SIR, 11th October, 1890.

"I HAVE received your memorandum asking me to give you a reason for sending you a notice to give up the fields of which you have been a tenant for some years. I am not in any way obliged to give you a reason, but I will give you one. It is that I wish to oblige a gentleman whom I know to be my friend, and who himself, being a tenant, received notice to give up a piece of land situated very conveniently for him. Our fields being perhaps more convenient to his house, will, I hope, compensate him for the loss of the one he had to give up. I must tell you, however, that I gave you notice of my own will. I held no consultation with the gentleman, and he did not ask me for the fields.

"Yours obediently,
"J. R. SLADEN.

"Mr. Richard Morgan, farmer, Rhayader."

When asked a second time for the reason, he stated that I had done him a d—— nasty turn, in turning him out of the chair.

Lord *Kenyon*—continued.

52,786. He does not say that in this letter?—He has said that verbally to me. I am of opinion that there should be given the tenants more security of tenure, and that they should not be allowed to contract out of section 33 of the Agricultural Holdings Act, 1883. You see, my Lord, it is a six months' notice that I received to quit. When I went to pay my rent, of course I told him that I would not accept it, neither did I accept it; therefore I hold the tenancy for another 12 months, because I had not complied with that section of the Agricultural Holdings Act.

52,787. I see this letter is dated 1890?—1890.

52,788. You remained in your holding till September 1892?—I remained in my holding till September 1892. I had a second notice, a 12 months' notice to quit the next time.

52,789. I suppose the notice might have been served at Lady Day, 1891?—Then it was served.

52,790. Then why did not you leave at Lady Day, 1892?—I did not get my notice. In September I received the notice. I can produce that if you like.

52,791. I was only wondering how it was that you remained six months beyond the time?—It was in September I received it.

52,792. These are mostly Michaelmas takings in this country?—That was a Michaelmas taking.

52,793. You said 3½ acres?—About that.

52,794. Had you had any quarrel before with General Sladen?—Not a word.

52,795. I understand from this letter that the present tenant, or the tenant who succeeded you, had been turned out of some other accommodation land?—That was before then.

52,796. But he had been turned out?—For what reason I do not know.

52,797. But he had been?—He had notice to leave, I believe.

See evidence of next witness.

52,798. And General Sladen says he did that to accommodate him?—To accommodate him. That is his statement, to oblige him; and still he says the gentleman did not ask him. There is another statement I wish to make with respect to inclosures. There has been one inclosure made, I believe it is called Uwch Coed. It is down below the town here, two miles. There was in that inclosure a large quarry from which the whole neighbourhood were accustomed to carry stone for building purposes, and also the highway authorities, and the turnpike trust had been accustomed from time immemorial to carry stone from there, for the repairing of the road. At the inclosure it was given as a private allotment, and a small portion on the corner of the hill given for the public, which was very inaccessible, and very hard to be worked. Now, being a member of the highway board, we had the other day bills sent in, and attached to that was 4*d.* per load for this stone, in order to metal the road. I think that kind of inclosure is not of very much benefit to the neighbourhood. It is rather a hardship.

Lord *Kenyon*—continued.

52,799. What was the date of that inclosure do you know?—I cannot tell you.

52,800. What is the name of it?—I think it is Uwch Coed.

52,801. It is 4,070 acres. Do you say some portion was given for recreation?—None for recreation, but for a small quarry in the corner.

52,802. It does not say in the award that any was given?—It is either Glascwm or Uwch Coed, I am not quite sure.

Professor *Rhŷs.*

52,803. Where is it from here, north, or east or west?—It is south; two miles south-east; two miles below the town here.

Lord *Kenyon.*

52,804. Was any opposition raised to the inclosure at the time?—I do not know, it is some years ago.

52,805. Now will you proceed. Have you anything further to say?—I have nothing more.

Mr. *Griffiths.*

52,806. What chair were you referring to?—The chair of the sanitary board.

52,807. Then the conclusion you come to is that tenants should have better security. You have so many elections now, school boards, and parish councils, and county councils, and you think they should have more security?—More security to be able to use their own opinion without having to suffer for it.

52,808. Who was it that claimed this 4*d.* a load from this quarry?—It is the Dderw Estate.

52,809. Was this apportioned out to that estate?—That was apportioned out to them, I believe.

Mr. *Richard Jones.*

52,810. With respect to General Sladen's action. What do you think would be the influence of an action of that kind upon the tenant farmers in general?—Well, it would take different effect. There is no doubt the more general effect it would take would be that it would prevent them acting on their own opinions at elections.

52,811. Prevent them exercising their rights as citizens?—Because the gentlemen who did that was a Conservative, or supposed to be.

Lord *Kenyon.*

52,812. These are questions sent up by Mr. Vincent. "Was this the state of things? Was "the friend of General Sladen turned out by "a landlord of the same party as yourself, "viz., Mr. Evans Williams? And were you "turned out to make room for the victim of "Mr. Evans Williams"?—Mr. Evans Williams was of the same party as myself.

52,813. Did he turn out the other gentleman?—He had notice to quit; for what reason I cannot say.

Lord *Kenyon*—continued.

52,814. Did he give the other gentlemen notice to quit?—Yes, I believe he did.

52,815. And were you turned out to make room for the victim of Mr. Evans Williams?—From that letter it appears he was.

52,816. "These are only a couple of accommodation fields, are they not"?—Two small accommodation fields.

52,817. Is there any other accommodation land to be got in the neighbourhood?—I have some other accommodation land.

Mr. *Richard Jones.*

52,818. Just one question. Do you know whether this other gentleman had offended Mr. Evans Williams, or given any personal offence in anything?—I do not know anything at all about it.

The witness withdrew.

Mr. Stephen W. Williams recalled, and further examined.

Lord *Kenyon.*

52,819. You wish to make a statement, Mr. Williams?—I can explain that matter of the quarry very simply.

52,798. 52,820. Will you kindly proceed?—The quarry which Mr. Morgan refers to is on the boundary line between the manors of Uwch Coed and Rhysllyn. In the manor of Uwch Coed there was an application made to set out a quarry for the use of the freeholders, and for roads, &c. That quarry was set out, and it was set out absolutely on the boundary line and near to the old quarry, which happened to be in the manor of Rhysllyn on the opposite side of the boundary line. Consequently there being no application in Rhysllyn to set out a quarry, it could only be set out in Uwch Coed. Therefore it was set out in Uwch Coed. I have put it on a diagram here. It is exceedingly rough. I do not know whether I have made it clear, but I will hand it up (*handing a diagram*).

52,821. It is a question of boundary lines, then?—A question of the boundary line. I have endeavoured to explain it on that sketch. The actual boundary line runs down on the western side of the old quarry where the principal building stone is. That portion on the east side is in Rhysllyn manor, where no application was made for a quarry. It would not be the duty of the valuer to set out a quarry unless

Lord *Kenyon*—continued.

application was made for it in Rhysllyn, and a quarry was set out at the nearest point to where the stone had to be got.

52,822. Then he was mistaken in thinking that it ran inside Uwch Coed manor?—Yes. It is quite easy to make a mistake. I have been asked many times myself where is the boundary line. You might just as well ask, where is the equator.

Mr. *Griffiths.*

52,823. Are the people in the neighbourhood in the habit of getting stones there?—People were in the habit of getting stones on the mountain in various directions; but after the inclosure took place it was the duty of anybody who wanted stone to make application to the Commissioners to set out a quarry. If they failed to do it, in such a case as that I am afraid it was their own fault. The people in Rhysslyn could have made the same application as the people did in Uwch Coed. They did not, and therefore it was not set out; that is all The only thing is this quarry is exactly on the boundary line, and the best part of the building stone, and the easiest to get, is in Rhysllyn, and the worst part of the stone, and the most difficult to get, is in Uwch Coed. That is the explanation.

The witness withdrew.

Major-General Sladen, called and examined.

Lord *Kenyon.*

52,824. You are Major-General Sladen, of Rhydoldog?—Yes.

52,825. Do you wish to give evidence as to your own property in this neighbourhood?—I have nothing special to say, only that I am landlord in right of my wife, who is the owner of the property. I think we own something to the extent of about 3,500 or 4,000 acres, and about 1,300 acres of that is mountain land which is rented by the tenants as pasture for their sheep. Our tenants I believe to be perfectly satisfied; at least I do not hear any complaints, and since the hard times have commenced, I have given abatements to them for the last six years. During the four first years

Lord *Kenyon*—continued.

of that term I abated 5 per cent., and the last two years between 7 and 10 per cent., and many times they did not even expect it. I do not think the tenants care for leases at all; they would much rather be yearly tenants; they do not like the responsibility of leases, as they do not know how times may go with them—hard or otherwise. We have had tenants on the estate living from generation to generation. Six of our tenants have been there for three generations. I could easily name them. There have been two notices to quit. One was to a tenant mentally incapable of managing a farm, and another was where a tenant wished to leave of his own accord. I believe there are *See* 52,827.

Lord *Kenyon*—continued.

many instances in the country of farmers doing so well that they have been able to purchase their own farms and purchase other farms in the neighbourhood. As regards buildings and repairs, I have always done what has been required to the satisfaction of the tenant, and as regards doing any drainage for the farm, I have always helped them materially in the way of giving pipes, and they have opened and filled, and they have been perfectly satisfied. The tenants have always hauled for repairs, and I have not stinted. I think all my tenants will say that all our buildings are in good order. Of course I think there has been depression. I think that is all owing to foreign competition. I shall be happy to answer any questions. I think I must remark upon what Mr. Morgan has stated against me as having been influenced by political motives. I will leave my notice to answer that question as far as possible. I do not think I can improve upon it. Party feelings do run high in this place, and there is a great deal of party feeling. As to these 3½ acres of accommodation land, I considered myself perfectly justified in giving it to a friend, particularly as I considered he had been politically turned out before.

52,826. Why did you give the tenant notice to quit when he wished to leave himself?—I think I have made a mistake in saying that. I do not quite follow that.

52,827. It seems curious?—Yes, as I read it I thought it was curious. It was a case of Penrhiw. He wished to leave because I would not give him a lease. There is no other man on our estate who has a lease at all, and it is so contrary to all the general principles of the whole tenantry that I did not wish to make an exception in his case.

52,828. He would not stay on as a yearly tenant?—No, he was not a good neighbour to the other tenants, and altogether he was not a pleasant man to have there at all.

Sir *John Llewelyn.*

52,829. Is land cheaper when it is sold now than formerly?—I should say so decidedly. In this neighbourhood I think, land has always sold well. People are anxious to gain possession of their own land very often, I think, if they can buy it, and they will even mortgage to any extent to buy it.

52,830. You say farmers buy the farms out of family savings?—I think so.

52,831. At what rate of interest do you think money is lent within the family?—I think one member of a family would buy the farm, and mortgage it to him.

52,832. Mortgage it at what rate of interest?—I could not say; I should think about 5 per cent.

52,833. Within the family. We have been told that the farmers sometimes buy the farms out of family savings?—Yes.

52,834. If it meant his own savings there would be no rate of interest payable upon it?—Sometimes their own savings, too. I think they are able to put their sons out into very good farms.

Sir *John Llewelyn*—continued.

52,835. So far as their own savings are concerned I quite understand, and I did not ask the question, but I mean when the money is lent by some member of the family, a brother or a cousin, or an uncle, or any other relation, what is the rate of interest?—I could not tell you what percentage, but I know the sons are helped to buy farms because I believe in the late sales here of the Bryntilion property, a man bought his own farm with the help of his brothers; I cannot tell you what percentage.

52,836. Probably borrowing within his family he would get it at a lower rate of interest than if he went to a stranger?—Probably.

52,837. That is the inference I should say from his borrowing it within the family?—I should say so.

52,838. Can you tell me what the rate of interest would be on a mortgage made to a stranger?—I think if you could buy land for it to pay you 4 per cent., it would be a very good thing, but I do not think they get anything like that.

52,839. Do you think there is much land lately bought by the sitting tenants?—I think that when the Cwmelan property was sold the tenants bought some land then very well. I do not know whether tenants have been buying much land since, but I think at the sale of the Bryntirion property, which was some time ago, some of the tenants bought their own property.

52,840. Do you consider that the men are better off as freeholders or as tenant farmers?—I think they are better off as tenant farmers, at least I have been told so by tenants.

52,841. You told us that no account of the amount spent in material improvements has been kept on your estate?—Well, I have a rough account, but I have not brought it here.

52,842. From that rough account could you tell us what percentage it would be on the income of the estate?—I have never calculated that, but I know if a barn is required to be built I have built a barn in several places, if a house is required to be repaired I have repaired the house, and if an addition is required I have made the addition in many places. The generality of our buildings, I think all our tenants will say, are in very excellent repair.

52,843. I take it they would vary very much?—Yes, according to necessity. I could not tell you what percentage, but it has been a fair percentage.

52,844. You say that all the relations are perfectly friendly on the estate?—Most cordial and friendly.

Professor *Rhŷs.*

52,845. How about labour on your estate?—I think, generally speaking, the farms are not large, and the tenants themselves with their sons usually do a good deal of the work—some of them have servants.

Professor *Rhŷs*—continued.

52,846. But, generally speaking, they do most of the work themselves?—A good deal themselves.

52,847. Supposing a farmer has two, or three, or four sons, he cannot find farms for them all?—In instances where our tenants have had three or four sons they have generally managed to put them out in farms, allowing them to work on their own farms for some time, and paying them some time, because when a young man comes to a certain age he expects a certain amount of payment for his work. Then they are put out on good farms afterwards.

52,848. Are they able to find farms for them and put them on farms of their own?—Well, in some instances. I remember one of our tenants put out three sons on three farms, one taking a farm at about 300*l.* or 400*l.* a year, another one taking one of Mr. Watt's best farms, the third one taking another farm close here. That was a man who started with us at little or nothing, so he did not do badly.

52,849. But it is not always that the farmer is able to get farms for his sons. Do they not sometimes go to Herefordshire?—Sometimes they go to Herefordshire. One of these men that I spoke of went to Herefordshire.

52,850. And took a farm there?—Yes, and the two others have taken farms in this neighbourhood.

52,851. Then generally speaking farmers' sons take to farming in some shape or form?—I think so if they can; I think they prefer that.

52,852. In some counties we have heard about some of the sons going into the towns to push their way there?—As far as our tenants are concerned I do not think any of them have done so.

52,853. They stick to the farm?—They stick to the farm as much as possible.

52,854. But, of course, it would create a sort of congestion in time if every farmer's son wanted a farm of his own?—Well, if he cannot farm he labours.

52,855. Then you touched on the question of labour again. Do you know of any cases of labourers being able to get to be farmers; to get farms of their own?—In some instances; in one case they commenced as labourers and became farmers, and got well to do afterwards.

52,856. So that on the whole you do not think the farmers in your neighbourhood do so very badly?—Well, of course, in depressed times they must suffer more or less. In general times they do very well. I think before this crisis came on of depression our farmers were doing better than they were doing in England a good deal.

52,857. That is as long as stock fetched pretty good prices they did not suffer as much as the farmers were suffering in England?—As long as stock fetched good prices and wool was at a fair rate they did well here, but I do not think it has ever been what you call an agricultural country; that is to say, they simply raised corn sufficient for their own food; that is to say, wheat and oats, and things of that kind. I do not think they ever raised sufficient of that to sell to make a profit of. Their profit has been upon stock and upon sheep and upon wool.

52,858. Wool is a very important article here?—Wool is a very important article in the hills particularly.

52,859. How does it stand now?—Wool is very low, but it has been just as low years ago.

52,860. Have you any farms held on the joint system of your providing the sheep and of the farmer attending to them?—Yes, we had, but the Birmingham Corporation has relieved us of all that.

52,861. You have none now?—We have none now, but the system was that you let your sheep at a certain value, so much a sheep, to pay you 5 per cent.

52,862. Did you find that work?—It worked very well. It gave no trouble. They did very well, and we did very well, I consider.

Mr. *Richard Jones.*

52,863. In your statement here you say you made a 5 per cent. abatement in 1887; is that so?—Yes, I commenced then, and I went on for four years, and then matters mended, and for one rent audit or two, I am not quite certain which, I did not give the abatements. Then again, directly things looked worse, I abated again from 7 to 10 per cent.

52,864. What struck me was that you had really recognised the depression before anybody else. I do not find anybody else starting till 1889?—Well, I rather surprised some of my tenants by doing it.

52,865. You say that you made 10 per cent. abatement during the last three years?—Yes.

52,866. Do you think the tenants were satisfied?—They did not express dissatisfaction; they were very pleased to get it.

52,867. But do you mean to say that the fact that they did not complain to you is conclusive evidence that they were satisfied?—Well, what would you expect me to do.

52,868. May you not put this interpretation upon it, that if a person grumbled you might consider him as such and punish him in some way or other?—I certainly should not. I certainly never have and never should.

52,869. When you let a farm, has politics anything to do with it?—Nothing whatever.

52,870. I thought you said politics ran very high here?—So they do, but it has never influenced me in that way. I never made politics or religion the slightest obstacle to my letting a farm, but I get many applications if there are any farms; they are very seldom taken, but if there are any vacant by any chance, by death, or whatever it is, there are any number of applications to take them; but generally it falls from father to son.

Mr. *Richard Jones*—continued.

52,871. Is it something more than an inference on your part that Mr. Evans Williams punished that man by turning him out for some political offence?—If there was any political feeling in the matter it was Mr. Evans Williams who started it. I had nothing whatever to do to the matter at all. I wished to accommodate a friend. It is accommodation land, and he had been turned out, and I felt pretty sure that politics influenced him in being turned out. At all events, whether I was right or wrong, that is my impression, and I thought if I had a friend to accommodate I should do so.

The witness withdrew.

Mr. ROBERT LEWIS LLOYD called and examined.

Lord *Kenyon.*

52,872. You are Mr. Lewis Lloyd, of Nantgwyllt, a landowner in Radnorshire, are you?—Yes, my Lord.

52,873. Have you a statement that you can read?—I have got some heads, that is all. I and my family have held my property here for many years past, and I still hold a considerable portion of it, but a very large portion indeed has been sold to the Birmingham Corporation. I have been Chairman of the Board of Guardians here for the last 20 years, and I am a County Councillor in two counties.

52,874. Can you give the acreage of your property?—I cannot give it you exactly; it is some 6,000 or 7,000 acres, with a large right of common in addition.

52,875. Is that what you have now?—No, it it is what I held. I held that up to last year, last July. With regard to general details I see questions are asked here. I think it much better for properties in general and for the tenants in particular to have property held by a landlord who holds the property entirely unencumbered. I think I may omit a great deal that I have in my evidence here, because Mr. Stephen Williams has already explained to you to a large extent the state of affairs. He is the agent now for the Corporation. I was lord of the manor on the greater portion of the land that they bought, and they bought a good many thousand acres of me. There is one thing I may say here at once. Mr. Wood mentioned the clauses that were secured for the tenants. The tenants did me the honour to ask me to be chairman of their committee. Mr. Wood omitted one of the most important clauses that we got for them, which bears rather largely on the question you have heard a good deal about, of sheep rented in the parish of Cwmdeuddwr, which is almost the only parish where they do hold on that custom. The clause is this, and the tenants set large store on it now. It is that the Corporation shall on a tenant being compelled to leave his farm buy his sheep on the basis and price of a settled flock; that is to say, that a man who goes out this year will be paid a sovereign, or whatever it is for his sheep instead of the market value which he would receive, which would be much lower, because it is a very low time indeed for sheep. That is a very important clause, because now the tenant would certainly not get above 13*s.* or 14*s.* per head if he were to sell his flock all round. We were able to secure better terms for the tenant.

Lord *Kenyon*—continued.

A good deal has been said as to its being a hardship for the tenant to have to return his flock at the old price, but I think the Commission will see that it is a very considerable benefit to the tenant to receive the stake he puts into his farm if he happens to leave compulsorily at a very depreciated time. With regard to the property, I have lived with my tenants, and I have always been on most friendly terms indeed with them. I have had properties in other counties, but in this county the tenants hold almost at the same rent that they have held for many years past. I have a statement here showing the rent first of all in 1830, then in 1861, then in 1892, embracing a period of 60 years. I have got in each case the acreage and the gross rateable value.

[*The following statement was handed in*]:—

Name of Farm or Holding	Rent in 1830.	Rent in 1861.	Rent in 1892.	Acreage.	Gross Rateable Value.
	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*	A. R. P.	£ *s.* *d.*
Blaencoed	Bought since.	25 0 0	—	60 3 16	21 12 6
Caemelin	31 10 0	32 0 0	32 0 0	208 0 0	39 10 0
Claerwen	In hand.	45 0 0	50 0 0	22 4 38	69 5 0
Clyn	In hand.	36 0 0	40 0 0	66 0 0	35 12 6
Cnwch	22 0 0	24 0 0	24 0 0	140 0 0	24 15 0
Coedmynach	30 0 0	35 0 0	35 0 0	100 0 0	40 10 0
Crwnant	25 0 0	21 0 0	21 0 0	91 0 0	26 10 0
Tanyfoel	—	4 11 9 Lease building.	5 0 0	9 3 6	4 7 6
Dolmynach and Cwmclyd	30 0 0 Bought since.	42 0 0	42 0 0	362 0 0	42 15 0
Glanllyn	12 0 0	12 0 0	20 0 0	84 0 0	19 10 0
Gro	In hand.	In hand.	60 0 0	332 0 0	64 0 0
Gro Mill	14 0 0	10 0 0	10 0 0	45 0 0	11 5 0
Gwnllyn Mill	—	26 0 0	28 0 0	8 0 0	18 0 0
Llanerchycawr and Penhullan	32 0 0 28 0 0	60 0 0	66 0 0	745 0 0	75 15 0
Llanerchy	14 0 0	10 0 0 Sheep in hand.	—	127 0 0	14 15 0
Llanfadog	30 0 0	34 0 0	34 0 0	179 0 0	40 10 0
Nannerthganol	30 0 0	34 0 0	34 0 0	70 0 0	29 5 0
Noyadd fach	21 0 0	21 0 0	21 0 0	64 0 0	25 5 0
Perthyllwydion	13 0 0	14 0 0	14 5 0	70 0 0	19 15 0
Tyn-y-waun	40 0 0	54 0 0	54 0 0	151 0 0	73 10 0
Frondorddu and Marchnant	36 0 0 Part in hand.	36 0 0 30 0 0	36 0 0 30 0 0	394 0 0	69 5 0
Lion Hotel and Fron	169 0 0	126 0 0	126 0 0	69 0 0	98 0 0
Nantgwyllt	—	In hand.	74 0 0	522 0 0	84 0 0

Lord *Kenyon*—continued.

52,876. It is rather the opposite to what one generally finds, I think ?—Exactly. Then I have a few farms that I bought in 1875. They were bought from the Cwmelan property of which I think you have heard. I have the rent of those farms in 1873 and 1875 and the rent in 1892, and the acreage and the gross rateable value. Perhaps I had better put in the statement. (*The following statement was handed in*):—

Cwmelan Property.

Bought in 1873.

Name of Farm or Holding.	Rent in 1873.			Rent in 1892.			Acreage.			Gross Rateable Value.		
	£	s.	d.	£	s.	d.	A.	R.	P.	£	s.	d.
Nannerth -	51	0	0	51	0	0	89	0	0	23	10	0

Bought in 1875.

	Rent in 1875.			Rent in 1892.			Acreage.					
	£	s.	d.	£	s.	d.	A.	R.	P.			
Cwmcoel -	40	0	0	25	0	0	159	0	0	29	5	0
Glanhirin -	81	10	0	81	10	0	66	0	0	56	15	0
Henfron (with sheep).	160	0	0	100	0	0	435	0	0	75	10	0
Dolfolan -	63	0	0	40	0	0	70	0	0	33	5	0
Garregddu -	12	0	0	8	0	0	101	0	0	6	7	6
Penhenbren -	12	0	0	8	0	0				13	0	0
Cwmelan -	—			—			52	0	0	—		
Aberelan -	—			In hand			96	0	0	—		

From these two statements you will see that there are many holdings that are rented now at the same rate almost that they were in 1830. Here is one, Caemelin, which was 31*l.* 10*s.* in 1830 and is 32*l.* now. Another one was 25*l.* in 1830 and is 21*l.* now. That is 4*l.* cheaper than it was 60 years ago, and there are several others in the same case. I have been able, as a rule, to keep the same tenants on the farms. Of course here and there changes have occurred, and in three or four cases I have been able to put tenants in who have been labourers on the property themselves. It is those cases particularly where that sheep custom comes in and helps us. I have let one farm to a man who had been a labourer of mine only some 10 years ago. He began by paying off a certain proportion of his sheep, then he followed on, and he has been paying 50*l.* and 100*l.* at a time till now he is holding the whole of his stock. That was a man who was merely a labourer, and he has been able to rise in the world through that custom, and even in these past 10 years he has certainly done very well. He will be now turned out by the Corporation. With regard to the rents I may say the Lady Day rents are received in August, and the September at Christmas. The tithes are paid by the landlord. Then in the syllabus there is a question as to the rates. I have here the table of the rates in this union, dating from 1879 up to 1893, and they have been very

Lord *Kenyon*—continued.

largely reduced. In 1879, the first year, the rate was 3*s.* 1¾*d.*; the past year it was 1*s.* 10¾*d.* I should like this statement to go in (*handing in the following statement*):—

Rhayader Union.

Years ending	Orders on Overseers. Amounts.	Orders on Overseers. Rate in £.	Expenditure. Amounts.	Expenditure. Rate in £.
	£	s. d.	£ s. d.	s. d.
Lady Day, 1879	4,571	3 1¾	3,794 18 5	2 7
„ 1880	4,453	3 0½	3,935 19 8	2 8
„ 1881	4,033	2 9	3,101 3 8	2 1¼
„ 1882	4,135	2 9¾	3,146 9 7	2 1½
„ 1883	3,920	2 7½	3,177 15 10	2 1⅔
„ 1884	3,905	2 7	3,223 6 0	2 2
„ 1885	3,842	2 6	3,198 4 7	2 1¼
„ 1886	3,839	2 6	3,017 3 5	1 11¾
„ 1887	3,696	2 5	2,956 10 9	1 11⅔
„ 1888	3,760	2 5½	2,703 0 1	1 9¼
„ 1889	3,421	2 3	2,752 11 11	1 9¼
„ 1890	3,179	2 0¼	2,577 7 8	1 7⅔
„ 1891	2,938	1 10½	2,030 8 3	1 3½
„ 1892	2,999	1 10⅔	2,240 2 5	1 4⅔
„ 1893	3,089	1 10¾	2,117 4 10	1 3¼

With regard to my property here I have endeavoured to keep it up in a fair state of repair. It is not, perhaps, as good as I should wish, but the buildings are fairly good. We have been for many years spending very largely in other districts where I hold property, but I hope now that with the little property that is left to me I shall be able to get on with it, and put it in a satisfactory state. I may say that, ever since 1867, I have held a farm in my own hands of some sort. I hold one now, a sheep farm; that was my own, but I am now still renting it from the Corporation. As far as I can see, I find I can still make some little money of it, and I am still holding on to it in the hope that matters may improve. I do not think that matters here, on the hill farms particularly, have been as bad as they have been in England. I have considerable property in Devonshire now, where I live, and I see a great deal of difference between that country and this, and I must say I do not think till 1892, that we had here what they would call in England a really disastrous year. There I see far more land laid down than in this country, and land that certainly ought not to be laid down, because it is not land that will grow grass and that will lay down well. In the past two years it has been, of course, a very different matter, because our stock has been fetching such low prices. Last year it was not quite so bad as it was the year before. Farm stock, of course, has been very low indeed, but as to sheep stock, I sold my sheep a little bit better last year than in the year before. When we come to wool, which is a very large product indeed on the hills, I am sorry to say it has become almost unsaleable. I have very seldom been a holder of wool, but I have now the two past years on my hands, and I do not know

Lord *Kenyon*—continued.

when I shall get rid of it. That is a very serious matter, indeed. I think we have the remedy at hand in some respects, because stock is beginning to improve, and I think it will improve still further. What we want is better seasons and better prospects for the farmers themselves in England who take our stock. Then I think what we do want, particularly with regard to wool, is that other Governments should treat us as we treat them, and give us the benefit of the free trade that we allow to everybody, and let us have a fair bargain while they get a fair bargain. We have not heard a word about a Land Court to-day, but I am of opinion that it could hardly do us very much good, because I am sure we should incur long bills to both tenants and landlords in going before a Land Court, and what is worse than all in my idea is, that the freeholder will suffer most of all, because, as many of us know, he has got, as they say, his bit of money on the farm, and I am afraid that might be withdrawn altogether if his security was depreciated at all; if you depreciate one security you must depreciate the other, and either his interest must rise, or possibly the whole of the money may be called up, and that may put him into great difficulty. I think, my Lord, that is all I have to say.

52,877. Is there any instruction in butter-making, or anything of that sort, in this county?—Oh, yes; I may say that the County Council have held a dairy school here, but before that we held one; it was got up chiefly by myself, or rather by my wife, who took great interest in it. She had been in Pembrokeshire a good deal and seen a good deal of it there. She took up the matter, and we had a very excellent dairy school here long before the County Council school was started. It certainly was an advantage to them, but I am afraid now they are getting rather slack in attending it, as the farmers' daughters have had a good deal of instruction and are rather tired of it. In addition to that it is not so very much suited here, because we cannot manage it on a large scale. Of course, down in Devonshire I see it on a large scale, and I see where the benefit is, because there they have a big co-operative dairy, and farmers send all their milk to it direct; and they are able to do a great deal in that way which of course would be quite impossible here.

52,878. You could not start such a thing as a butter factory here?—I do not think it could be done here on that scale. There are many times in the year when the cattle are wanted; during the lambing season they use a lot of milk, and so on, and I do not think it could be done here.

52,879. There would not be a regular enough supply of milk?—I think not.

52,880. I suppose the old cloth mills have quite gone out of the district; have there ever been any in this district?—Yes, I think there was one here, but it failed.

Lord *Kenyon*—continued.

52,881. Perhaps, if there was a revival in the wool trade, it might return?—Perhaps so. I may say there is considerable co-operation among the farmers here in sheep-shearing time, and so on. We could not carry on our sheep-shearing without. We all meet and join together. I myself joined at a meeting last summer, and we sheared 3,000 sheep in one day.

52,882. Do you shear, yourself?—No, I do not.

52,883. Do the cottages have gardens, most of them?—Yes, all of them have gardens. There is another thing I can put in if you wish it. I have sat as magistrate here for many years, and I have the prosecutions under the Poaching Act, if you wish particulars of them. I find the average is about one conviction a year.

52,884. One per cent.?—No, one conviction yearly for trespass in pursuit of game. (*The following table was handed in*):—

List of Cases brought before Magistrates at Rhayader Petty Sessional Division, from the 2nd June 1877 up to the present time.

Date.	Number of Defendants.	Result.
1877.		
August 15 -	1 defendant	Dismissed on payment of expenses.
1879.		
January 29 -	1 „ -	Dismissed.
1880.		
December 7 -	1 „ -	Dismissed.
1882.		
October 4 -	1 „ -	Fined 19*s.* and costs.
1884.		
September 3	3 defendants	Fined 1*l.* each and costs.
December 24	2 „ -	1 case dismissed and the other fined 1*l.* and costs.
1885.		
August 5 -	1 defendant	Fined 13*s.* and costs.
1886.		
January 9 -	1 „ -	Dismissed.
April 14 -	2 defendants	1 case dismissed and the other fined 1*l.* and costs.
December 2 -	1 defendant	Fined 1*l.* and costs.
1888.		
May 9 -	1 „ -	Fined 10*s.* and costs.
1889.		
February 6 -	2 defendants	Fined 5*s.* and 2*s.* 6*d.* respectively.
1890.		
November 19	2 „ -	Dismissed.
1891.		
September 23	1 defendant	Fined 2*s.* 6*d.* and costs.
1892.		
July 27 -	1 „ -	Dismissed.
1893.		
February 8 -	2 defendants	Fined 1*s.* each and costs.

Number of Persons Summoned for Game Trespass during last 17 Years.	Number of Convictions.	Number of Dismissals.
23	14	9

Lord *Kenyon*—continued.

Then I can give you for seven years the profits made on my farm. I do not know whether you would like to have that.

52,885. Yes, I think we should like you to give it to us?—I have not put it in a table. I have not the last two years, for the simple reason that I cannot make up the profits for those years, because I cannot get rid of my wool. It begins in 1885, and goes on to 1891. The worst year is 1886, and the best year is 1889.

52,886. Can you give us the details?—I may say that I have held this farm since 1885, in partnership with another gentleman. We put our rent at 50*l.* a year between us; and I received my 50*l.* a year first. In 1885 our profit was 177*l.*; in 1886, 151*l.*; in 1887, 181*l.*; in 1888, 234*l.*; in 1889, 360*l.*; in 1890, 264*l.*; in 1891, 229*l.*

52,887. You made more than your three rents then?—We had a capital between us of 2,000*l.*

52,888. What was the size of the place?—It was a small farm, but a very large hill sheep-walk to it.

52,889. Would 50*l.* be the average rent in the district?—I rented it previously at 45*l.* It was let out for years. As to 1892, of course I do not know how we should have stood. I am afraid we should have very nearly balanced accounts—very little profit indeed. It came down suddenly to that.

52,890. Would you put in that table too?—I can get it tabled out properly.

Sir *John Llewelyn.*

52,891. Are there many freeholders?—Well, there are not a great many in my parish; very few now. There have been more; but a good many vanished some years ago.

52,892. But your experience in the county goes beyond that parish a good deal?—Oh, yes, there are a good many in the county; but in my parish there were a good many more, but they disappeared; now they are holding their own much better than they did a year or two ago.

52,893. You think so?—Yes, certainly, in that parish.

52,894. Why is that?—A small freeholder is not so well off after all. It does not do for everybody.

52,895. But why should you say they are doing better now than formerly?—Oh, I do not know. There are many instances. I know they are doing better, from my own knowledge.

52,896. Do you think that the farming is better; the system of farming?—Well, I think it is. Generally, in hard times, men cannot put so much time on their farm; they do not do them so well.

52,897. I suppose sheep farming is the principal industry of the district?—Yes.

52,898. Has the breed of sheep improved?—Well, the breed of sheep has improved in some

Sir *John Llewelyn*—continued.

farms a good deal; but they had rather a warning in 1879. As one of the Commissioners said, it was possible to over-improve sheep for the hills; and in 1879 they had a warning, because where the sheep had been over improved they had a loss in that summer. It is a summer everybody will remember. *See* 52,£.6.

52,899. The Radnorshire sheep have a very good name?—Oh, yes. The Radnorshire sheep would be too good to grow on the Cwmdeuddwr Hill. It is the highest and roughest bit of the whole of Radnorshire.

Professor *Rhŷs.*

52,900. Is there any cheese-making in your district?—Oh, no; very little indeed. They just make cheese for the farm-houses. There is none made directly for sale; hardly any.

52,901. I did not quite understand what you said as to encumbered estates?—A question was put in the syllabus, and I said it was a great disadvantage to a property to have its landlord encumbered.

52,902. Would you explain that a little bit?—I mean if a landlord has a couple of thousand pounds a year in rents, and he has to pay interest to the amount of 1,000*l.*, he cannot assist his tenants, and he cannot do any improvements, or help his tenants in any way.

52,903. We have had some witnesses, I think, before us, who denied that it made any difference. You are not of that opinion?—No, I am not at all.

52,904. Are there any Welsh-speaking people in your district?—In my parish there are some. There are a few, a very few, who can hardly speak English now.

52,905. Which parish?—This is Llansantffraid Cwmdeuddwr; but that is almost the only parish in the county where they can understand Welsh now The rest of the county is almost entirely English.

52,906. Would the majority in that parish understand English?—Oh, I should think there might be one in a hundred who could not understand English.

52,907. But there are some people who would scarcely know English?—Yes, one in a hundred, perhaps; not more than that.

Sir *John Llewelyn.*

52,908. Since you have been in Devonshire, and have had experience in Devonshire, would you say that the agricultural depression has been more severe in that country than here?—Oh, dear, yes.

52,909. You think so?—I am sure of it.

52,910. Do you see any great difference in the custom of land tenure in Devonshire and here?—No.

52,911. No great difference?—No, very little. There is one question that has been before the Commission a great deal, and that I should like to say a word upon: that is the question of hauling for building by the tenants. I asked

Sir *John Llewelyn*—continued.

the question one day in Devonshire what was the custom there, and I found it is precisely the same there as it is all over Wales. I see Sir Joseph Bailey mentioned it, and he suggested a remedy which I think a very fair remedy.

52,912. He suggested a remedy (and we heard it suggested elsewhere) which you think a fair one — that if the tenant is disturbed in his holding within a certain time of the repairs being done, he should have compensation to the extent of his hauling?—Yes, ten years, I think, was the limit.

52,913. But generally speaking, you do not see any great difference between the customs in the two countries?—No, I see very little difference indeed.

Mr. *Richard Jones.*

52,914. What is the explanation you have given of the reduction in rates in this period?—Well, I do not know. We have reduced the number of paupers very largely.

52,915. So that really it is economy in administration?—It is chiefly, I think. The number of paupers has gone down in this union. We had a very large number indeed, 23 years since. I think they have gone down from something over 700 to 200.

52,916. Do you apply the workhouse test?—No, we are rather lax, and we are blamed very much for not being stricter, but we try to find deserving cases if we possibly can.

52,917. The tenants, of course, profit by the reduction in the rates?—Yes, they certainly do to that extent.

52,918. Are there any school boards in the district?—Yes. I beg your pardon, I should have mentioned that. I cannot put in the school board rate. There is one school board in the district with, I think, a rate of 4*d.*; and then there is another in the district. There are, in addition, two local boards—this town and Llandrindod.

Mr. *Griffiths.*

52,919. You say that sheep are let out on commons without stint. What has been the effect of grazing sheep without stint?—That commoners would not be limited in numbers.

52,920. I quite understand that; but what has it led to; do they do as well in that way?—Well, we have never been able to keep the numbers too large. The hills are very large in proportion to the farm.

52,921. They never keep too great numbers?—No, they have not of late years, the seasons have been too bad; we have had the most terrible destruction in one or two years.

52,922. You say that the tenancies are yearly. Is it once a year that they pay their rent?—Oh no, twice a year. They pay their Lady Day rents in August and their Michaelmas rent about Christmas.

52,923. Then you say again that there is no bidding for farms. How do you explain that?—I never asked a bid for a farm.

Mr. *Griffiths*—continued.

52,924. But you often have biddings, do you not; I thought you said so just now?—If I have ever had a farm to let I have always let it to some one I knew, and have offered it at a rent which I thought sufficient.

52,925. But notwithstanding that you do have offers from outsiders?—Well, I very seldom have, I think, in this country.

52,926. I thought you said so just now?—No. They hardly think it worth while coming to me; they always know I have a tenant ready.

52,927. You have had a good deal of experience as to assessment committees. In your experience do they allow the rates to be reduced when tenants have had abatements of rent?—No, we keep it at our valuation always. We do not go by the rents at all. It was all valued by a competent valuer. If we began to reduce one man in that way we should have everybody applying.

Lord *Kenyon.*

52,928. Was there any disposition to resist that valuation on the part of the landowners or tenants—I mean the valuation for your rate book purposes?—No, I think not.

52,929. When was it done?—Oh, it was done a considerable time ago. It is quite time we had a new one now for many reasons, but the ratepayers are afraid that it would cost a good deal of money, and the guardians are afraid to embark upon it.

Mr. *Richard Jones.*

52,930. Do you get any appeals to the assessment committee?—Yes, we do very often.

52,931. How do you treat them?—Well, it is a very difficult question indeed. When an appeal is made as to a new house, and so on, we have to find a similar house and a similar farm if we can; that is the only way.

Mr. *Griffiths.*

52,932. You say in regard to tenants' cottages that they all have gardens. Are they sufficient or do they wish to get any more?—No, I think the gardens are quite sufficient for the cottages. Of course some labourers manage to keep a cow, but I think almost every cottage in my parish has a garden.

52,933. And they have as much as they require. They do not want any allotments?—No, I have never heard of anybody asking for any allotments. There have been some applications for allotments. Of course there is an allotment committee in this county, and there have been a few applications at the other end of the county, and I think they have all been satisfied. I am not on the committee myself. *See* 53,445, 54,365.

52,934. Then you have had experience in England; do not you find some differences in the style of living in England, as compared with that of the Radnorshire people?—Well, not so much. The Radnorshire people live better than they do in Cardiganshire. They live harder in Cardiganshire than they do here. I know Cardiganshire pretty well.

Mr. *Griffiths*—continued.

52,935. But the farms are much smaller than in Devonshire, are they not?—No, not materially.

52,936. Do you think that the farmers work as hard there as they do here?—Yes, they are very hard working there, and they have to work hard now, too.

Lord *Kenyon.*

52,937. There is a great deal of similarity between Devonshire and a good deal of Wales, is there not?—Yes, there is; I have found that.

Mr. *Griffiths.*

e 48,045, ,097.

52,938. Then you have something to say about something that was said at Aberayron. I do not think you have referred to that?—I wish to make a remark about some evidence given at Aberayron by Dr. Garrod Thomas with regard to a farm held of me, and which he has bought now. His father was a tenant of my farm and Dr. Thomas considered that he had to pay rather a higher price than he should have because the farm had been improved very much. The farm was let to the late tenant by my father in 1843, and, curiously enough, there was a valuation made then. Dr. Thomas's evidence is that the farm was in a very dilapidated state when he took it. I find, curiously enough, the farm was valued in the same year; it was in the very year my father came into the property, and it was valued under a partition deed; between joint owners. He took it at a rent of 60*l.* and the valuation was 75*l.*, so that it does not appear that it could have been in such a very dilapidated state. Still, as I know perfectly well, the buildings and all that were in a very bad state indeed, and we spent all round that district a very large sum indeed in re-building. That is why I think my buildings here are not as good as they otherwise would be perhaps We rebuilt every house and every building on the whole of that property. Well, he held that farm for 30 years at his 60*l.* a year rent, the valuation having been 75*l.* only up to 1873, which was, of course, the farmers' best period. I thought it was only fair that I should have a re-valuation. The re-valuation came to 119*l.* 10*s.* on his 60*l.* I did not put him up to that, nor were any of the farms put up to their valuation. I put them half way between the rent and the valuation—I thought we should fairly deal between each other. His farm was valued at 119*l.* 10*s.* and I put it up to 110*l.*, which I considered afterwards rather high, and reduced it to 100*l.* Then a very few years afterwards I gave him back 10 per cent., which reduced it again to 90*l.* I sold this farm in 1889 (I had sold the greater part of the property in 1875 to buy a property here), and as the tenant had had the benefit of all we had done, and had had it for nearly 30 years, I thought it was a very fair case for re-valuation. and, moreover, I can only say that I am afraid Dr. Thomas, if I had sold the farm in 1875, would certainly have had to give 500*l.* more than he gave in 1889.

Sir *John Llewelyn.*

52,939. You did not tell us the date of these repairs?—I cannot tell you, but I am certain they were done before 1850.

52,940. Then, do I understand he had the benefit of these buildings for 30 years before you sold?—Oh, yes, and his son is still in the farm—I beg pardon, his sons' widow. I thought his son was still in the farm, but I learnt the other day that he was killed last year.

52,941. Then he had the benefit of the repairs which you did. You did the repairs?—Oh, yes, all of them.

52,942. And he had the benefit of them?—Yes. The chief amount of labour he spent was on the fences—in repairing the fences. I have no doubt he did do that, but he certainly had the benefit of it for 25 years.

52,943. When the property was sold, was it sold by public auction or private treaty?—Public auction. It was the trustees who were selling, and they did not consider that they were entitled to sell by private contract. There were three cases in that district. Another case was that of a man who put up a water wheel. That farm was sold in the same way and he had the benefit of his water wheel. In that case we re-built all the buildings that are on his farm in the same way. I certainly agree that he was entitled to sell his water wheel, or take it away. I know cases down there where they have taken their water wheels away from my farms when they have given them up. The third case was a similar case, where the tenant's rent was not raised when I had the re-valuation made, simply because the farm did not come above the old valuation, and the tenant was only there afterwards about six years, and he is still remaining on the property at the same rent.

See 48,365.

Lord *Kenyon.*

52,944. These are questions by Mr. S. H. Cowper Coles: "Do you not remember Aberithon "Farm at Newbridge was reduced in the rate- "able value to the rent now received?" Do you remember that case?—No, I do not remember Aberithon coming up on appeal, but there must have been some outside reason for it.

52,945. "Is there not a strong feeling that the whole Union should be re-valued?—I think there is in a great many parts of it, but the difficulty is that the guardians are so frightened at the expense. It would cost them a 4*d.* rate for about three years to pay the expense, and they are rather frightened. I know I should be very glad, indeed, to see it re-valued, because I know we are rated at 30 per cent. below our proper value, and the rates would look very much better, indeed, if we were re-valued.

Mr. *Griffiths.*

52,946. This farm of Dr. Thomas was near Aberayron?—Yes.

52,947. It is a very short distance?—Yes.

52,948. And the nature of the improvement is quite permanent; indeed, I should think the fences are now better than they were then?—

Mr. *Griffiths*—continued.

Of course, it was done so long ago — I do not remember what the fences were previously.

52,949. I happen to know the district?—He was a very good farmer, indeed; a very excellent man.

52,950. Yes, I quite endorse what you say with regard to that?—It was the best farm on the whole of my property there, and he himself was a very good man, indeed.

Lord *Kenyon.*

52,951. As bearing on your fairness and impartiality, I may ask you this: you have acted as umpire in the boat races between Oxford and Cambridge, I think?—I have for many years.

The witness withdrew.

Mr. Llewellyn Pugh called and examined.

Lord *Kenyon.*

52,952. You are a tenant farmer?—Yes.

52,953. Where do you live?—Glanrafon, St. Harmon, near Rhayader.

52,954. Who is your landlord? — General Sladen.

52,955. Are you satisfied with your landlord? I am.

52,956. Do you find that differences of religion, politics, or creed make any difference between you?—No, not at all.

52,957. Are you satisfied with the security you have in your farm—in your tenure?—I am.

52,958. You do not want anything further?—No.

52,959. You do not wish for a lease?—I do not.

52,960. How long have you been tenant on the estate?—Fifty-three years.

52,961. On the same farm?—On the same farm.

52,962. What rent do you pay?—70*l.*

52,963. How big is your farm?—Inside and on the sheep land?

52,964. Both?—About 200 acres.

52,965. That includes the sheep walk?—Yes, it includes it all.

52,966. Do you find your rent is too high now?—No, I pay all the time.

52,967. Have you any difficulty in paying now?—Well, it is rather harder than it has been, but it is very good; he gives 5 or 7 per cent. back.

52,968. Have you got an agreement?—Yes.

52,969. Do you know what is in it?—Yes.

52,970. Have you got it with you?—I have.

52,971. May we see it. (*Witness handed in agreement.*) What do you think about what they call a Land Court?—I do not think anything at all about it—the landlord himself, for me.

52,972. You do not want anybody between you, then?—No.

52,973. Has your landlord done any improvements for you?—Yes. He assists me in anything that I ask.

52,974. Have you been very troublesome to him in asking for things?—Sometimes.

52,975. Do you think that the farmers are afraid to come forward to state their grievances?—Oh, not at all. Why should they?

25,976. They say they might be turned out of their holdings, or something of that sort?—No, nothing I should think, so far as I could learn.

Lord *Kenyon*—continued.

52,977. You do not think that that is the case?—No.

52,978. Do you think they are contented with the present state of things, the majority of them?—So far as ever I could understand.

52,979. In your part of the world they are?—Yes.

52,980. Do you go and talk to them much now?—No, not much.

52,981. You see them sometimes, I suppose?—Yes, sometimes. I hear no complaints.

Mr. *Griffiths.*

52,982. Do you speak for any farmers besides farmers on this estate?—Yes, sometimes.

52,983. Are you speaking for them now—are you speaking on behalf of any other farmers?—Of course I do.

Mr. *Richard Jones.*

52,984. You said that you hear no complaints. Have you never heard it said that the farmers always grumble?—Well, there is no heed paid to the man that always grumbles.

Professor *Rhŷs.*

52,985. Can you talk Welsh?—No.

52,986. Are there any of your neighbours who talk Welsh?—Not near me.

52,987. Do you remember any talking Welsh in your district when you were a boy?—Yes.

52,988. A good many?—Yes, 60 or 70 years ago.

52,989. You are now 84, I think, are you not?—I am.

52,990. If you represent the farmers on your estate, I think there is nothing much to complain of?—Well, there is no use to complain. I have been in the same place these 53 years, and I never heard much complaints at all.

52,991. By the way, there is one thing I should like to know before we leave this district; how do the farmers live in your district? What sort of food do they have?—Well, as good as any other district.

52,992. They vary very much in some districts. In some districts they live very hard?—We do not live very hard.

Professor *Rhŷs*—continued.

52,993. I thought you did not live quite so hard as they do over the borders—in Cardiganshire ?—No, I think not.

52,994. Would you mind telling me how you do live, or how your neighbours live. You have sometimes been to your neighbours' houses ?—Of course.

52,995. Now tell me what they have for breakfast ?—Sometimes tea, sometimes milk, and so on.

52,996. And wheat bread or barley bread ?—There is no barley bread in our country. We eat as good bread as anybody in the kingdom.

52,997. Then in the middle of the day what do they eat ?—Meat—bacon and beef.

52,998. Do they ever have fresh meat ?—Oh, yes, on Sundays, now and then.

52,999. Otherwise it is bacon and salt beef, or what is it ?—Salt beef or fresh beef.

53,000. Fresh beef every Sunday or so ?—Yes.

53,001. In the afternoon do you have anything ?—We shall have tea about 4 or 5 o'clock in the evening.

Professor *Rhŷs*—continued.

53,002. Then for supper what do you usually take ?—We shall have boiled milk or broth, or something of that sort.

53,003. Do you remember any great change in food since you were a boy ?—Yes, I do.

53,004. Did they live harder when you were a boy ?—I believe they did, not the tenth part as well.

53,005. But which is the best to produce men who can live to 84 in such strong health as you are—the fare of that time or the fare of the present day ?—I should think this is the best for living.

Lord *Kenyon.*

53,006. I have some questions to ask you which are put by Mr. Nixson. "Are you of "the same politics as your landlord" ?—Of course.

53,007. "Do you think your rent should be "reduced" ?—That it should be reduced ?

53,008. It is Mr. Nixson's question, not mine. Do you think your rent should be reduced ?—No, I do not think it should.

53,009. You think it is a fair rent ?—Yes.

The witness withdrew.

Mr. David Lloyd called and examined.

Lord *Kenyon.*

53,010. You are a tenant farmer of Argoed ?—Yes.

53,011. On the estate of Mrs. Gibson Watt ?—Yes, the Doldowlod estate.

53,012. Have you a statement ?—No, I have no particular statement, but I am prepared to answer any questions that you will ask me that I can answer.

53,013. Have you got a paper like the one I have here ?—Yes.

53,014. Will you go through that ?—The question asked in this paper is, "Do you believe "that differences of language, creed, or politics "make any difference to the relations between "landlord and tenant ?" My answer is that I have not known of a single instance on the Doldowlod estate where politics, religion, or language has made any difference. I know of instances on the estate where a father and four sons are farming four separate farms, and a married daughter farms another farm, and I believe they are all Nonconformists. In the prosperous year of 1874 I was offered a lease, which offer I declined. I had confidence in landlord and agent. There were not wanting at that distant date signs that agriculture would become depressed. Merchants were making preparations on a large scale for the rapid and cheap transmittance of commodities from distant lands to Britain. The tenant that farms fairly well is, as a rule, secure in his holding. I have a copy of my agreement.

53,015. Have you it with you ?—I have not. I was told that the real agreement was sent to the Landowners' Association, and that I need not bring mine with me, and that is the reason

Lord *Kenyon*—continued.

I did not bring it. I have not known of the penalising clause being enforced against a good tenant on the Doldowlod estate. I have always farmed in my own way, and have never been interfered with in any way. I object to a Land Court for the reason that it would prevent me having a free hand to make my own contracts. I cannot say what landlords would do if Land Courts were established. Looking at the past if Land Courts had been established, my impression is the late Mr. Gibson Watt would not have spent his money so freely to try to get two blades of grass where one grew before. Years ago the bills for improvements frequently covered the rental of the estate. Buildings such as farmhouse, out-buildings, cottages, and repairs are all done by the landlord; in case of additions, such as French barns, there is a percentage charged in most cases. Frequently new buildings are let by contract In some instances the tenant is asked to do the hauling, a part of the hauling, for repairs. Draining has been done on the Doldowlod estate by owner. I do not believe anyone is afraid to come forward to give evidence here. I believe Radnorshire men to be too independent for that We take a pride in believing that we are descended from the countrymen of Hamlet the Dane; we are not exactly Cymry in Radnorshire. I have farmed on the Doldowlod estate 29 years, and have always found a cordial feeling existing between landlord, tenant, and agent. The late Mrs. Gibson Watt was always ready to assist and encourage a tenant in any improvement, and the agent, Mr Grant, is always ready to listen to any grievance a tenant may have.

Professor *Rhŷs.*

53,016. You said that years ago the bills for improvements frequently covered the rental of the estate?—I did say so.

53,017. How do you account for it. That is not the usual thing on every estate, is it?—By no means. It is not usual at all, but Mr. Gibson Watt, when he came and took possession of the estate, was such an impulsive man; his ancestor, the great engineer, was a great man in his day, and Mr. Gibson Watt is a great agriculturist, and he was determined that his estate should shine and be a pattern to the whole country. He was not entirely dependent upon it; he could do without the rental of the Doldowlod estate, as he had other property, and he laid out money freely.

53,018. Was the result known by the excellence of his buildings, and the improvements on his estate; was his estate distinguished above other estates in the country in consequence?—Yes, it is distinguished to-day for better cottages and better buildings, generally speaking, and more drained land.

53,019. I am very glad you have brought that out. I think it deserves to be put on record. Then you say you are not a Cymro; would you tell me how you came by the name of David Lloyd?—I am afraid to do that; I should have to hunt up ancient history, and I really have not the time; probably you have, but I have not.

53,020. Do you think, perhaps, that some of the Danes may have escaped from the battle of Buttington or somewhere else, and that the Welsh women afterwards proved too much for them?—I think you will find on record in history that there was a colony of Danes who came and settled in Radnorshire, and that is how I base my calculations upon Radnorshire being more Danes than Cymros.

53,021. But do you not think that the mother's side would be possibly the more important side of the pedigree?—I could not enter into that; I am not an expert in that direction at all.

Professor *Rhŷs.*

53,022. Very well I will not ask you anything more about it.

Mr. *Richard Jones.*

53,023. Do you know anything about the Agricultural Holdings Act?—I have never been in contact with it much. I know there is such an Act.

53,024. Is it operative at all in your neighbourhood?—I do not know anything to bar it being in operation. Before the Agricultural Holdings Act was passed in 1863, or whatever it was, the Doldowlod estate used to allow for improvements. I could send a copy of my agreement to you, my Lord, in any place. I was not aware that it was wanted.

Lord *Kenyon.*

53,025. I do not hink it signifies.

Mr. *Richard Jones.*

53,026. The question is this, whether there is any provision in the agreement for compensating a tenant for any claim he might make?—No, I do not believe there is, but the custom has been, all the same, to compensate a good tenant when he made improvements. I am reminded that there is a clause in the agreement, which slipped my memory, for giving compensation.

53,027. Consequently the Agricultural Holdings Act, so far as compensation goes, does not operate on the Doldowlod estate?—I do not see why it might not. If the outgoing tenant was dissatisfied with the compensation he got from the estate, I daresay he would put the Agricultural Holdings Act in force.

53,028. But he would not put it in force, you see, if there is already a compensation clause in the agreement?—I cannot tell about that.

53,029. Perhaps you have come into contact with farmers who have had some experience of the working of the Act: do they think it is simple enough to settle the claims that may be made by a tenant for unexhausted improvements?—I could not say of my own knowledge, and I have not come in contact with a great many that have had much to do with the Act, so that I could not give an opinion.

53,030. I should think that you might be able to express an opinion upon it?—I daresay it is intricate enough; I have no doubt of that; but I could not follow it, or give any explanation of how it is carried out.

53,031. I will just pursue the question a little further, as you have raised it again: a suggestion was made by Mr. Miller, at Brecon, that it would be advisable, and a cheap method of settling claims, that there should be a public arbitrator in every county to settle claims for unexhausted improvements—that is, a cheap way of settling claims. Would you have any objection to that?—I cannot see any objection to that idea. *See* 51,5 51,527.

53,032. An arbitrator nominated by the Board of Agriculture?—I cannot see any objection for the moment.

53,033. Is there any interest charged upon buildings or draining?—There has been none charged to me.

53,034. But you know what is the rule of the estate?—I have already stated that I believe when there is an addition, such as French barns, there is a percentage charged in most cases, but not otherwise.

53,035. To what amount?—Five per cent., I believe. I have not been charged, consequently I cannot state positively.

53,036. Then what about the draining; is there any percentage charged upon the draining?—There was 35 years ago, perhaps a great portion of the estate drained by the West of England Company, and I am not aware, but probably in some instances there was a percentage put on tenants, but there was none put upon me for that draining. Before I retire, may I ask, as a favour, to be allowed to make a very short statement. I will not detain you two minutes.

Lord *Kenyon.*

53,037. Is it pertinent to your evidence?—I believe it to be so. My Lord, the greatest drawback we have here is the low price of mutton and wool. Our country being hilly, there is a great portion of the land that will only carry sheep, and the man in Australia that farms 100,000 sheep is only handicapped by one halfpenny per pound for ocean freight, to send this stuff to Britain, and so long as the prairies of North America, and the pampas of South America, Africa, and Australia, are allowed to send their commodities to Britain without restriction, so long shall we have to submit to prairie values. We do not ask for protection, but we do ask for a trade mark. We want carcases from the River Plate ticketed as such

Lord *Kenyon*—continued.

in the British markets, and then the English artisan will willingly give a higher price for home-grown meat than he will for foreign meat when he knows it to be such. We are all right here if we could get better prices, and if your honourable Commission wishes to do us good, you must go further afield than Wales. You may inquire here till doomsday, but you will never alter the standard of values by inquiring here—namely prairie values.

53,038. You know there is a Bill before Parliament?—I understand so.

53,039. That is very much what you require, is it not?—Thank you, my Lord, for your suggestion.

The witness withdrew.

Mr. Edward Lewis called and examined.

Lord *Kenyon.*

53,040. You are a tenant farmer?—I am a tenant farmer on the Dderw Estate.

53,041. Where do you live?—At Dolivor, near Rhayader.

53,042. Has there been good feeling between the landlady of the Dderw Estate and yourself?—There always has been

53,043. Is that the case, do you think, with the rest of the tenants?—I can give you an instance back to the year 1831, of my father taking a farm on the Dderw Estate, if you wish to go back so far.

53,044. Yes, as far as you like to take us?—He rented a farm on the Dderw Estate in 1831. I could state the rent if you wish to have it.

53,045. Yes?—56*l.* per year.

53,046. What was the size of his farm?—100 acres.

53,047. Was it 56*l.* then, or is it at that rent now?—It was that then. It has been the same from that time to the present time, with the exception that there was draining done 12 or 14 years back—there was drainage in the neighbourhood—and he chose to have some draining done, and he paid 2*l.* 10*s.* in settlement for the drainage; that would make 58*l.* 10*s.* He farmed that from that time up to his death, which would be in the year 1888, I believe. That would make 57 years.

53,048. You have been there since?—No, a sister of mine had the farm after our father's death, and the rent is the same now as it was before.

53,049. Have you got another farm?—Yes, I have got a farm on the Dderw Estate, Dolivor, which I have mentioned.

53,050. Your father started you in farming during his lifetime?—Yes, I started farming during his lifetime. I took that farm in the year 1874.

53,051. Do you think the farmers in your neighbourhood are satisfied with the present condition of things?—I do not hear anything from any of them, but we are bound to be satisfied, because if you bring any statement

Lord *Kenyon*—continued.

before our agent or landlord which you can prove to be correct, you will be attended to at once upon it. I can give you an instance with regard to my farm, when I took my farm in the year 1874; I paid 100*l.* a year for it; times were a little better at that time. The usual way, as you have heard mentioned here, is that the sons take the farm after the father's death. When the old families all die out, of course there are sufficient tenants coming in, but so long as there are any sons or near relatives they have it after their relatives' decease. This farm was almost like a fresh taking, and there were many applications, and by one and another that farm was put up to 100*l.* a year, but in 11 years afterwards I went to my landlord, I made a statement as well as I could that it was too dear to answer the times, and I was not able to pay for it, and he reduced my rent 30*l.*

53,052. Did that meet your wishes?—Yes, that was what I asked for.

53,053. Is that what you pay now?—Yes.

53,054. When did you get it reduced?—It would be in 1885. What we find in our neighbourhood against us is the great depression. We are not growing much corn in our neighbourhood—only a little—but we found, taking the parishes of Llanwrthwl and Cwmdeuddwr, the sheep would be our principal rent payer. We keep them for the spring and summer months up on the hills, and we bring them down in the winter months and keep them there. At present they are at a small profit to what they have been; especially, wool has dropped in value very much.

Sir *John Llewelyn.*

53,055. Before the year 1874 you were with your father on the farm, I suppose?—No.

53,056. Where were you then before that?—I lived in a place belonging to the gentleman who has been before you, Mr. Robert Lewis Lloyd, of Nantgwyllt. I lived on his estate for 15 years.

53,057. Where were you brought up as a boy?—At a place called Glanelan; perhaps you know it.

Sir *John Llewelyn*—continued.

53,058. Was that on a farm?—Yes.

53,059. During that time did you receive any wages?—At the time I was working with my father?

53,060. Yes?—No, I did not receive any particular wages. I got merely food and clothing.

53,061. You got food and clothing and pocket money, I suppose?—In a certain time I received very good wages, but not at that time exactly.

53,062. But at that time you received some training upon the farm?—Yes, of course.

53,063. Then, when you went to a farm, did your father help to set you up?—Yes.

53,064. That is pretty customary, I suppose, throughout all this country?—Yes, decidedly. It has been the great custom. If you cannot get parents to help you, you would stand in a very bad position. I do not know who you would get.

53,065. Do you think that the youngsters are hardly treated by that sort of life?—I laboured hard for my father for over 20 years, and when it came into the position that I could get a farm, he put me up well.

53,066. Do you think young men are hardly treated by that sort of life, or not?—They are hardly treated if, after 15 or 20 years of hard work, they would have nothing for their prospects from their parents in the farms; it would be bad treatment then, and in those cases it would be very well that the sons should have wages to look to themselves. They should find out that they would be well provided at that time by their parents.

53,067. You do not consider yourself that you were hardly treated as a young man?—No, I was never badly treated. What I was going to say was this. I remember in my father's time, a good many years ago now, that he sold wool one year for 2*s.* a pound. Now, this year that my sister is in the farm, she sold the same quality of wool for 8½*d.* Things of that sort are causing the great depression, and with your Land Commission coming round our country, if you can do a little in those cases, that is, for wool and mutton,—we do not grumble so much at beef. Of course, that is varying. Since I have begun to farm I have sold beef to the butcher for 9*d.* a pound, and I sold in this last year as good quality for 6*d.* That is the great reduction. These are the things we are troubled with. It is because of the foreign competition; and railway rates are very high.

Mr. *Richard Jones.*

53,068. Have you any sons working with you?—Yes, I have one.

53,069. Do you think you would be able to provide for your children as well as your parents provided for you. I am referring to the last 10 years?—It is a question I can hardly answer. We do not know what the times will be from now on. We know what has passed.

53,070. Take the past?—I have fairly provided for them in the time so far as it has gone, but I cannot go on now.

53,071. Take for instance children who have worked for their parents since 1879?—I do not think any of mine would grumble at what I have been doing for them, so far as it has gone at present.

53,072. Do you think you would be able to provide for them as well as your parents provided for you?—I do not know, I am sure. If you will give me a lease for as long as I shall live, and say how long that would be, I will tell you.

53,073. Take the last 10 years?—I could tell you that.

53,074. Will you give the answer?—I believe I can do so; that is the answer. I should like to say that my father, and my sister, and myself, have always been on the most friendly terms with the landlord, and the agents on the estate, and anything that we would go and ask, if we brought a statement true and correct, we should get granted, and I believe the whole of the tenants on the estate would be bound to say the same.

Lord *Kenyon.*

53,075. It shows a nice feeling between you and your landlord?—There cannot be anything better, and I am sure the whole of the people on the estate would be bound to say the same.

The witness withdrew.

Mr. John Edwards called and examined.

Lord *Kenyon.*

53,076. Do you live at Llanfair Hall?—Yes.

53,077. Are you a tenant farmer?—Yes.

53,078. You have a statement to make to us?—Yes. When I was born my father was tenant of New House, Cwmdeuddwr. When he died about 33 years ago I took on the farm. It was about 200 acres. My father had been living there for about 30 years, and I was also tenant for a similar period. My father put hundreds of pounds into it in draining, fencing, and re-

Lord *Kenyon*—continued.

claiming it, and in manures and lime. I also did a lot of draining, and building, and hauling, and manuring. I believe it was on account of my politics I got notice to leave the farm. I left three years ago last March. I made a claim for compensation, but up to the present time I have not been able to get anything; my claim was for over 200*l.* There are many farm houses in Radnorshire in a miserable state of repair, and in many places the buildings are half down. Rents are too high, and must come down before

See 52,70 –52,773; 53,122– 53,209.

Lord *Kenyon*—continued.

there can be any prosperity amongst farmers. When my father took the farm it was uninclosed land, and he divided it into fields, and fenced it, and hauled all the material to the buildings which were put up. I myself put up a carthouse and some small buildings at my own expense, and also did a lot of repairs. There is much uninclosed common land in Cwmdeuddwr parish, from 30,000 to 40,000 acres. I think these should be left as they are, without any restrictions.

53,079. Was this common land, or how did it come to have no fence?—There were no fences.

53,080. Was it common?—No, a wilderness of a farm.

53,081. You say you sent in a claim?—Yes.

53,082. Did you send it in under the Agricultural Holdings Act?—Yes. I have fixed arbitrators to do it, and they have objected to it all the while.

53,083. Have you fixed your arbitrators?—Yes.

53,084. Have they fixed theirs?—Yes.

53,085. Have they not settled upon a third party as umpire?—No.

53,086. Is it in their hands?—Yes, going on these three years.

53,087. Who is the landlady?—Mrs. Prickard.

53,088. Mr. Wood was the agent?—Yes.

53,089. He referred to your case in his evidence, did he not, as being under consideration?—Yes.

53,090. Did he not put in a counter claim?—No, he did not. He could not do that, I think.

53,091. What makes you say it was politics which were at the bottom of your notice to quit?—I believe it was.

53,092. Was there no other notice?—No, I do not think so.

53,093. What makes you think it was politics? Was anything said or done?—Yes, we could see it plain enough.

53,094. Have you anything in writing to back that statement up with? Did you have any conversation with your landlord?—Yes.

53,095. Did he say it was for political reasons?—No, he did not say so.

53,096. Did the agent say so?—No, he did not say so. He was like the agent then. Mrs. Prickard is from here.

53,097. You have no paper to show it?—No.

53,098. It only exists in your mind?—Well, I am sure of it.

53,099. I suppose you are a Liberal?—Yes.

53,099A. Are there many other Liberal tenants on that estate?—Yes, some, I think.

53,100. Have they had notice to quit?—I do not know anything about the others.

53,101. It is rather a strong statement to make unless you are very sure about it?—Well, I had the notice in 1890, and in 1891 I went off.

Lord *Kenyon*—continued.

53,102. There was no particular election then?—No, not exactly then.

Mr. *Griffiths.*

53,103. What was the reason given for your notice when you had to leave?—They did not give me any reason.

53,104. Did you not go and ask?—I went and asked for the place.

53,105. Did he say anything?—He gave me no answer. I took another man with me, so that he cannot deny it.

53,106. Did he not give either of you an answer?—No, he did not give either of us an answer.

53,107. On what estate are these miserable houses in this bad state of repair?—Here and there about the county in many places.

Lord *Kenyon.*

53,108. Can you specify any?—Not exactly now.

53,109. Can you mention any estates, or the locality?—I only see them by passing—a lot of bad buildings.

Mr. *Richard Jones.*

53,110. With respect to this claim for compensation, what is the amount of the claim you are making?—190*l.*

53,111. Have you appointed a referee?—Yes.

53,112. Has the landlord appointed a referee?—Yes, many times over.

53,113. Have the referees appointed an umpire?—No, never, I think, they have never knocked it off all the while. Several have been suggested.

Mr. *Griffiths.*

53,114. Did not you refuse to take the umpire that they had chosen?—They have refused many times.

53,115. But did you not refuse?—I did refuse one, I think, but they have refused many times. They have not accepted one that I have mentioned.

53,116. It is usual in our part of the country for the valuers to select whom they please?—Last February we fixed the last.

Mr. *Richard Jones.*

53,117. Did the referees fail to agree upon an umpire?—No, I think not. Last February they fixed the last, and I never heard a word of it after.

Mr. *Richard Jones*—continued.

53,118. There is a claim against you for rent, is there not?—Yes, for the half year. I did not pay the last half year.

53,119. You allowed that to run until the claim is settled?—Yes.

Professor *Rhŷs.*

53,120. How much is the half year's rent?—About 78*l.* 10*s.*, I think.

53,121. And the claim is 190*l.*?—Yes.

Re-examined, 53,139.

The witness withdrew.

Mr. EDWARD WOOD called and examined.

Lord *Kenyon.*

53,122. Do you wish to rebut any of these statements?—I have not been in Court during the whole of the examination of the last witness, but inasmuch as I was examined before, and was in hopes that any question may have been put to me then; Mr. Edwards has been in Court the whole day, and he was present during the whole of my examination. Unfortunately I do not know what he said.

See 52,768–52,773, and the evidence of the preceding witness.

53,123. Here is a copy of what was said. [*Handing statement.*]—You will recollect I gave evidence upon this particular case.

53,124. So far as I remember you said the claim was still pending?—Yes, that is so.

Sir *John Llewelyn.*

53,125. The principal thing is that Mr. Edwards says he believes it was from politics that he was turned out of his farm?—Upon that I should wish to give an absolutely emphatic denial. I say that politics did not enter into it in any possible way. That was no reason for the notice to quit having been given, and, with your permission, I will explain the reason why.

Lord *Kenyon.*

53,126. I was going to ask you why. Did you give any reason?—The reason is this, at this particular period the mansion of Dderw was let to a Mr. Freeman, the gentleman, Mr. Prickard, who had previously occupied it, having vacated it. Mr. Freeman had a lease of this mansion for five years, including the sporting rights over the whole of the property—the whole of the 4,000 acres, and the 12,000 unenclosed acres that I mentioned in my evidence before. The lease was not prepared by me, but he had a lease. Some time afterwards Mr. Freeman complained to me that constantly and incessantly he had been annoyed by Mr. Edwards, the occupier of this particular farm, in respect of the sporting rights. He said that whenever he was going out shooting Mr. Edwards' son had persistently beaten every field beforehand. That was the statement he made to me. He said that subsequently Mr. Edwards' son was extremely rude to him, that he had insulted him in the grossest possible manner, not only once, but several times, and that he had disturbed the shooting. I saw Mr. Freeman about it, and I said, "For heaven's sake can you not adjust "the differences; can you not settle the "matter?" He said, "No." Then he wrote to me. I have the letter here before me. I said, "I do not want to take any notice of the "thing, surely we can adjust it." Then he

Lord *Kenyon*—continued.

wrote to me on the 15th of November 1889. "Dear sir, While out shooting this afternoon "we saw Mr. Edwards', of New House, son out "shooting, which, under the Ground Game Act "he has a perfect right to do as I explained to "him, for rabbits and hares, driving down all "the hedge-rows. Now, should Mr. Edwards "do this now and then it would not matter, "but he does nothing else all day and every "day; the result of this is, that in the whole "of the New House grounds one cannot get "a shot at all, he, Mr. Edwards, junior, having "driven everything away off the place. When "we met him this afternoon he told us that he "used to do the same in Mr. Prickard's time, "which I found out not to be the case. I "should be obliged if you will let me know about "this, as if it is to continue in this way we "might just as well give up the right of "shooting over the New House, and ask the "landlord for compensation for the same. On "New House grounds we have turned out 138 "partridges, and we have seen eight since "shooting over the said ground." I wrote in reply, and said I was very sorry that there should be any trouble or difficulty, but, of course, the tenant was perfectly justified in taking the ground game. When he wrote this: "In reply to yours of last night, it is "quite right under the Ground Game Act, "Mr. Edwards can shoot rabbits and hares, but "can he beat the whole farm for nearly every "day, as he is doing now. For instance, you "take a shooting for yourself, the landlord "keeps up the Ground Game Act, and every "time you go to shoot with friends you find "that the landlord's son has run over the whole "of the shooting before you. How long are "you going to stand it, or pay for that shooting "is the question? I think this is plain enough "to put it in the way I mean." Upon that I saw Mr. Freeman again and again, and he told me that Mr. Edwards' son had insulted him in the grossest possible way in addition to doing this injury, and he claimed to have compensation from the landlord for the loss of the sporting rights. The result was that eventually Mr. Edwards had notice to quit, but when the notice to quit was served I gave express instructions to my clerk, who will be called if necessary, that if Mr. Edwards would only make an explanation and apology to Mr. Freeman, who then occupied Dderw Houses, there was no possible intention to disturb him, and that he should be allowed to continue in the farm. Subse-

Lord *Kenyon*—continued.

quently to that I saw Mr. Jarman, who was the son-in-law, I think, of Mr. Edwards, the tenant, and I spoke to him about the matter, as I was anxious to avoid any difficulty, and told him: "Can you not get this matter settled; it is a "question which seems to me simply purely "between Mr. Freeman and Mr. Edwards. My "life is a very unhappy lot between the two. "Mr. Freeman is calling upon me and writing "to me incessantly, what am I to do? Can you "not settle the matter between them? It seems "to me a purely personal matter." I said, "If you will do that Mr. Edwards can go on "just the same as before." Mr. Jarman said he would do so. The next thing I heard on the matter was that Mr. Edwards wrote to me a letter to say that Mr. Jarman had no justification whatever for approaching me on the subject. Before that, I should say that my clerk spoke to Mr. Edwards, and said, "Do settle this matter, "Mr. Prickard does not want to disturb you in "your tenancy, it is purely a question between "yourself and Mr. Freeman. Mr. Freeman has "a lease, and he claims compensation, and if "you can settle the matter and apologise, or "explain the matter, there will be an end of the "whole thing." Instead of that Mr. Edwards indignantly denied it, and refused to do it. Then the question ended. Mr. Edwards refused to take the farm on, and refused to give any explanation or apology. As Mr. Edwards has been called I want to add this, that I consider Mr. Edwards behaved extremely badly to the landlord, because under the agreement, a very old agreement, which he and his brothers signed, and which I confess I had no cognizance of at the time I am discussing, when he left Mr. Edwards agreed to adopt an old agreement dated 1860, under which, with regard to sheep, he agreed as follows. It is between Thomas Prickard and William Edwards: "The said Thomas Prickard shall and will at "the end or determination of the said tenancy "buy, take to, and pay unto the said John "Edwards, his executors, or administrators, for "the stock or flock of sheep depasturing on the "Cletter Common, Geufron, and the other "commons or sheep walks belonging to the "said farm and lands called New House and "Cae Howell Philip, and the increase or de-"crease thereof, if that be the case at the end, "and at the price or sum of 16*s.* 6*d.* for each "sheep." As Mr. Edwards has been called I want to point out what he did. We had a settled flock of sheep on this farm. I have no doubt your Lordship and many members of the Commission will understand what a settled flock means, and the value of it to an incoming tenant. Mr. Edwards said he would sell every one of the sheep, and after considerable negotiation he practically prevented me letting the farm at a fair rent to anyone. He said he would not sell them at 16*s.* 6*d.*, as he was bound to do under the agreement, but he got 30*s.* a head, and I believe 35*s.* a head for some of them, which was very much in excess of the value of the sheep at the time. I consider that that was

Lord *Kenyon*—continued.

a very unfair thing not only for the landlord, but for the incoming tenant who had to pay for them. But even then the incoming tenant, as a matter of fact, notwithstanding all the difficulties, paid an enhanced rent on the amount of rent paid by Mr. Edwards, and now is paying an even still bigger rent. I do not know if I have rebutted all the evidence given, but if there are any questions put on the subject I shall be pleased to answer them.

Sir *John Llewelyn.*

53,127. There is one thing I want to ask you. He said he made a claim under the Agricultural Holdings Act, and that there had been obstruction in the way of the negotiations being proceeded with?—That is absolutely untrue. I can produce the correspondence between myself and Mr. Morgan the solicitor who acted for Mr. Edwards.

53,128. I ought to say I do not think he asserted it was your doing—that you had obstructed—but I understood him to say that both sides had appointed their arbitrators, and that there the matter stood still. I do not think he accused you of having obstructed the arbitration?—I do not understand that.

Lord *Kenyon.*

53,129. He said you objected to his arbitrator?—That I say is absolutely untrue. On the contrary, what happened was this. We appointed arbitrators, these arbitrators agreed upon an umpire, namely, Mr. James Hamer, Penybont.

53,130. They did agree upon the umpire?—Yes, they agreed upon the umpire, and I agreed. When Mr. Edwards' arbitrator informed him the umpire they had both chosen was Mr. Hamer, Mr. Edwards then objected, so that the matter fell through for some time. Then, subsequently, a gentleman whom I had appointed as arbitrator came to me and said Mr. Edwards's arbitrator, Mr. Griffiths, will agree to Mr. Edward Thomas, of Llanfadog, as being the umpire, have you any objection, I said, "No, certainly "not; if Mr. Edwards agrees to Mr. Thomas "being the umpire, I am willing." From that day to this I cannot get on. I have written to Mr. Edwards' solicitor three or four times. I do not want to issue a writ, although I have threatened to do so over and over again for the rent outstanding, but I have said we must have the matter disposed of one way or the other. I want the rent, and I want this claim disposed of, but I emphatically deny that there is any blame or any delay on the part of myself, on the part of my clients, or on the part of the arbitrator who has been appointed by the trustees of the Dderw estate.

53,131. You emphatically deny that you objected to any arbitrator appointed by him?—Certainly, deliberately, I say, I agreed to the umpire named by him. Although named and agreed to by the two arbitrators I acquiesced. Then, when he named his own man, I said,

Lord *Kenyon*—continued.

"Very well, I agree to that," and still the matter has not proceeded further.

53,132. You did inform Mr. Edwards of the reason why the notice to quit was served?—Yes.

53,133. You are certain he knew?—Yes. There is not a shadow of doubt about it. So far from political opinion having any influence on my client, I should like to inform the Commission that, as a matter of fact, no inquiry was ever made by the landlord, and the greater proportion of them are Nonconformists and Liberals—by far the greater proportion.

Mr. *Griffiths.*

53,134. Did you ever have any conversation with him before the notice to quit was given?—With Mr. Edwards?

53,135. Yes?—I believe I did.

53,136. What was the result of the conversation?—At the time Mr. Edwards was very obstinate, so far as I can understand, and refused to give any possible explanation or apology to Mr. Freeman. The main thing was my interview with Mr. Jarman, who was the son-in-law. I said to Mr. Jarman: "It is "a very disagreeable thing for everybody, and "we do not want to disturb Mr. Edwards, who "has been in possession for such a long period, "can you not go and do something and "make some explanation and satisfy him"?

Mr. *Griffiths*—continued.

Mr. Edwards wrote to me afterwards to say this—this is a letter I think I have not read, but it is dated "New House, Wednesday," and I marked in pencil the date when I received it, the 17th of September 1890: "Dear Sir,—I "heard that Mr. Jarman called upon you last "night, and asked you for New House farm. "It was without my knowledge. I had no in-"tention of asking for the place myself. Why "I write this morning is, I want you to lose no "time about the sheep. I thought Mr. Jarman "seeing you would cause delay." That, as I have before explained, must show that Mr. Edwards was getting a most extortionate price for these sheep, because it was necessary for the incoming tenant to have a settled flock instead of buying sheep in the market and settling them. There is his own letter.

53,137. Do you put in that agreement?—Yes, my Lord.

Mr. *Richard Jones.*

53,138. Have you, in the course of your experience, had any shooting tenants besides Mr. Freeman?—Never. The mansion had never been let before, and it was only let then for a short period of four or five years. It has never been let before, and I do not suppose it will ever be let again. Mrs. Prickard was in very bad health, and lived at Torquay, and could not occupy the place personally.

The witness withdrew.

Mr. JOHN EDWARDS re-called and further examined.

Lord *Kenyon.*

53,139. You have heard the evidence of the last witness?—Yes.

53,140. First of all, have you heard him say that you did know the reason for the notice to quit?—Yes, he said so, but he never told me. He refused to tell me.

53,141. You told me you did not know it?—I did not know it.

53,142. Do you still persist in saying you did not know?—I did know not it, indeed.

53,143. You heard him say that he did not refuse to accept any umpire suggested by your arbitrator?—He did several.

53,144. He says he did not?—He did do it.

53,145. Can you mention any he objected to?—Jones of Llwynpiod was one, Jones of Vrondorthy another, and Griffiths of Doliago another—three of them.

53,146. Were they arbitrators appointed by you, or were they umpires appointed by the arbitrators?—They were appointed by me.

53,147. You say he objected to those three gentlemen whose names you have given?—Yes.

53,148. With regard to the sheep, did you sell your sheep at a higher rate than that named in the agreement?—Oh, yes, that agreement was no good for it. I never saw the agreement until now. I did not hear a word of it.

53,149. Is this your signature? (*Handing an agreement*)?—Well, very likely that is.

Lord *Kenyon*—continued.

How could he bring it up when I offered the sheep to him and wrote to him.

53,150. Is that your signature?—Well, it may be.

53,151. Is it your signature, or is it not?—Well, I think it is.

53,152. Had you any copy of that?—No, I had not.

53,153. Did you know what you were signing when you signed it?—I dare say then, but it is many years ago now.

53,154. The agreement is that you are to sell the sheep at a certain price?—Yes.

53,155. According to the last witness's evidence you sold your sheep at an enhanced price?—I did not get the price he says; it was only for a few of them. He refused to come and buy the sheep, and I was obliged to take them all off down to Shropshire.

53,156. At the price you had given for them?—He did not come to offer anything for them. We had to remove the sheep down yonder.

53,157. The agreement is that the sheep should be offered at 16*s.* 6*d.*?—He never came near for the sheep. He promised me he would in September, but he never did come there, and we had to wait till the night of the 25th, and then to move them. We were bound to move them then.

Lord *Kenyon*—continued.

53,158. Did you offer the sheep to him then?—Yes.

53,159. At what price?—It did not come to a settled price.

53,160. Do you mean to say he refused to take them at any price?—He refused to come near them at all.

53,161. How do you mean he did not come near. Did he refuse to buy?—He did not come near or send anyone.

53,162. You must know it was a great advantage for the farm that the sheep should be left on the farm?—Why did not he or somebody come and take the sheep.

53,163. What was going to be the result, and what did he want you to do?—He did not come near at all until the sheep were removed.

53,164. Did he send anyone?—No, he did not send anyone.

53,165. You deny that he told you the reason for the notice to quit?—Yes, I do.

53,166. Do you deny that you gave annoyance to Mr. Freeman, the tenant?—We may have had a couple of sharp words; Freeman quarrelled with almost everybody who met him.

53,167. Did your son have words with him?—I cannot tell you, but my son one half of his time was in America, he was a year and a half in America, and Mr. Freeman was shooting here every day.

53,168. When he came back perhaps he brought some American ideas with him?—I do not know indeed, but he was a year and a half there at the time they say he was shooting.

53,169. Did you not know that Mr. Freeman had complained to the agent about you?—No, I did not know indeed.

53,170. Do you mean to say you had no idea in your head why you had notice to quit?—No, I did ask them, and wrote to them all about it. Mrs. Prickard told me to go to Mr. Wood.

53,171. Do you remember his coming to you to try and settle this matter?—No, he never did come to me, I am quite sure.

53,172. He saw your son-in-law?—No, Mr. Jarman is not my son-in-law.

53,173. What relation is he?—My son married his sister.

53,174. I have some questions from Mr. Wood: "Did you write the letter of the 7th of February "1891, and is that the letter" (*handing a letter*)?—No, I did not write it.

53,175. Is it your son's letter?—It might be, indeed. I am not sure.

53,176. Do you know your son's writing?—It is not like he writes now, but it may be. I do not know, indeed.

53,177. People's writing does not change very much in three years?—No, it does not.

53,178. Do you repudiate the letter or not. I should like to know one way or the other?—It is not my own.

53,179. Is it your son's?—It might be.

53,180. Can you not give me a nearer answer than that?—No, I cannot be sure, indeed.

53,181. "What price did you get for the sheep"?—Indeed, I forget; we did not sell half of them, or a quarter of them for that; they would not buy them; 28*s.*, I think it was, for one lot, and I do not know whether we had some more for another lot.

Lord *Kenyon*—continued.

53,182. "Did you see Mr. Hughes, who served "the notice to quit"?—Yes. *See* 52,203.

53,183. Is Mr. Hughes, Mr. Wood's clerk?—Yes.

53,184. You have no knowledge of this letter: "Dear Sir,—In reply to your letter of "the 6th, I beg to inform you that I shall not "be able, under any circumstances, to delay "ploughing later than Friday next, the 13th "The approximate number of sheep is 1,050 "(more or less), and the terms on which the "trustees may purchase them remain the same "as stated in my last letter. I must decline "your suggestion to have them valued. I have "a perfect right to dispose of them as I think "proper, and it is not unlikely that if I accept "offers from other parties, some of the sheep "will not be removed off the land." Have you any recollection of the contents of that letter?—Very likely that was so, but he never did come and try to buy them of me.

53,185. You say you have a perfect right to dispose of them as you think proper, but according to your agreement you had not?—I do not know. Why did they not come to buy them. Why did they not come and take to them?

53,186. It was your business to offer the sheep to them?—I did say that to them many times.

53,187. You say, "I must decline your sug-"gestion to have them valued"?—Yes.

53,188. If they made a suggestion to have them valued, they did approach you?—Why did they not come on?

53,189. You declined the suggestion?—No, I did not myself at all.

53,190. You repudiated the letter?—Yes, we waited until the night of the 25th before we moved them off. We were expecting someone from them all the while that they did not come.

53,191. "Is that your letter, or is it your son's" (*handing a letter*)?—I think it is the handwriting of a daughter of mine.

53,192. Does your daughter sometimes write your letters for you?—Yes, she did sometimes.

53,193. "Dear Sir,—I hear that Mr. Jarman "called upon you last night, and asked you for "New House Farm. It was without my know-"ledge. I had no intention of asking for the "place myself"?—I had taken the other place then.

53,194. "Why I write this morning is, I want "you to lose no time about the sheep. I thought "Mr. Jarman's seeing you might cause delay." There, again, you draw attention to the sheep?—Yes.

53,195. Your contention is that they made no approach to you about the sheep?—They did not, or I would never have taken them off if they had.

53,196. What offer did you make at all to them?—They did not come to me at all.

Lord *Kenyon*—continued.

53,197. You made no offer of any price at all?—We should have made a bargain about the 25th, sure to, but they did not come.

53,198. Did you receive this letter: "The "terms on which the trustees will purchase "them remain the same as in my last letter." Did you receive a letter of the 15th of December 1890, of which this is a copy.—"Dear Sir, I "shall be very much obliged if you will kindly "reply to my last letter, and let me know the "price you ask for the flock of sheep. Time is "getting on, and as you say you do not want "the farm I must shortly be making arrange-"ments with a new tenant." Have you any recollection of that letter?—I do not recollect it a bit.

53,199. This is a copy of a letter which Mr. Wood says he sent to you?—I never recollect a word of it. He never made an offer for the sheep.

53,200. Do you recollect receiving the original letter, of which this is a copy, dated the 28th of January, 1891.—"Dear Sir, I have your letter "and if you will let me know what claim you "make in lieu of ploughing, I will submit the "same to my clients, and obtain their instruc-"tions, I shall also be glad if you will let me "know whether you are now prepared to sell "the flock of sheep to the trustees on the "25th of March next, and, if so, please give me "the approximate number of the flock, and the "price per head you ask for the same. Yours "faithfully, Edward Wood." Have you any recollection of that letter?—Indeed, I do not recollect now.

53,201. If you have received those letters some of the statements you have made are not quite accurate?—But I have not, indeed. He never offered to buy the sheep at all. We have tried them up and down.

53,202. If you received those two letters you received two applications from him for the price of the sheep. You do not recollect them?—No, indeed I do not.

The witness withdrew.

Mr. EDWARD HUGHES called and examined.

Lord *Kenyon*.

53,203. Are you a clerk at Mr. Wood's?—Yes.

53,204. Did you serve the notice to quit on Mr. John Edwards?—I did.

53,205. Did you make any statement to Mr. John Edwards at that time?—I told Mr. John Edwards that the better plan for his son would be to write a letter to Mr. Freeman to apologise, and there would be an end of it, and that Mr. Wood and the trustees of the Dderw estate did not wish he should leave, and Mr. Wood would do his endeavours for him.

53,206. Did you explain to Mr. Edwards why it was he received a notice to quit?—I did, my lord.

53,207. Can you remember the words you used?—I believe it was respecting his son John, who had been out at the same time as Mr. Freeman at the New House, and I suppose he was rather impertinent to Mr. Freeman, and that then Mr. Freeman wrote to the trustees and made complaint.

Lord *Kenyon*—continued.

53,208. I want to know what you said to Mr. Edwards?—I told Mr. Edwards that he did not intend he should leave, but that the notice was to him that his son should write to Mr. Freeman and apoligise, and there would be an end of the matter.

53,209. Did you explain to Mr. Edwards what it was that his son was to apoligise for?—Yes, for being out there shooting on the land. Mr. Edwards knew very well of it.

The witness withdrew.

Adjourned to Llandrindod.

SIXTY-SECOND DAY.

The Assembly Rooms, Llandrindod, Radnorshire, Friday, 11th May 1894.

PRESENT:

LORD KENYON IN THE CHAIR.

Sir JOHN TALBOT DILWYN LLEWELYN, Bart.
Professor RHŶS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.
Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.
Mr. CECIL E. OWEN, Assistant Secretary.

Mr. THOMAS LEWIS VAUGHAN called and examined.

Lord *Kenyon.*

53,210. Do you reside at Maesgwyn, Disserth?—Yes.

53,211. Are you a farmer, and a guardian of the poor for Disserth and Trecoed?—Yes.

53,212. I believe you have prepared a statement?—Yes.

53,213. Will you kindly read it?—I give evidence for the district comprising the parishes of Disserth and Trecoed, Bettws Disserth and Llansantffraid. I am in the manor of Lower Elvel. My holding is about 300 acres, and the soil is chiefly of wet clay.

Occupation.—(1.) The usual date of entry is 25th March. Farms are chiefly held from year to year. There is not much demand for leases. Farming operations are too uncertain, and farmers do not like to bind themselves to a term of years on a farm which may not pay.

(2.) Conditions of tenancy. Yearly tenancy under an agreement. Landlord repairs buildings, tenant repairs gates and fences. Twelve months notice to quit. No oppressive clauses that I know of in agreements. I think the tenants are usually supplied with copy of agreement.

(3.) The rent is mostly fixed at a gross sum. The rent of the smaller tenantry is higher generally than that of the larger farms. The right of pasturage on common lands is taken into consideration when the rent is fixed. The rent is fixed generally by landlord, and the farm is too often let to the highest bidder. This system does not result in fair rents being fixed, or in all cases the acceptance of the best tenants having sufficient capital. Arbitration is not resorted to in this neighbourhood as a means of settling rents. Rent is usually paid three months after it becomes due.

(4.) Tithes are paid by landlord and repaid him by tenant. The tenant pays chief rent and local rates, and in some cases land tax; income tax is paid by tenant and allowed by landlord.

(5.) The average size of farms is from 100 to 200 acres. Holdings have been consolidated, being chiefly upland farms. My present farm is composed of three former holdings. One object of this putting farms together would be the saving of expense in buildings, and also letting the land run into grass, therefore, saving the expense of cultivation. The consequences have been driving the population off the land to the injury of its cultivation. There are many small farmhouses and cottages which have been allowed to fall into dilapidation and ruins in my district, once occupied and cultivated. I think a small farmer as a rule will raise more produce in proportion to the larger one.

Lord *Kenyon*—continued.

Cultivation.—(1.) There is a scarcity of labour, and the fences, ditches, and water-courses are not properly looked after generally. There is a good deal of land insufficiently cultivated. Labour and rents are too high to allow the tenant to properly cultivate his land. Arable land has been laid down in pasture, and there has been an increase of root crops within my own recollection. The pasture land was laid down when it paid better to rear stock than grow corn. The expenses of labour in growing corn at its low price were found too heavy: one effect was to drive the people off the land.

(2.) Landlords put up buildings for produce and stock when required, in some cases charging from 3 to 5 per cent. on the value of the improvements. It is generally considered that the Agricultural Holdings Acts are unworkable as far as any benefit can be got by the tenant under them.

(3.) Game preserving: game and hares are in some instances, preserved by landlords. The provisions of Ground Game Act are generally availed of. Not much damage is done, as game and rabbits are not plentiful.

(4.) The County Council has provided lectures and classes for butter-making, and lectures on crops and manures. Railway rates are too high, and farmers and dealers take a great deal of their stock by road to save the expense. The farmers are thus seriously

Lord *Kenyon*—continued.

damaged by the exorbitant railway charges, and of late these rates have increased.

General Conditions of Farming Population.—(1.) There are a few small freeholders who have inherited their holdings from their ancestors in the parishes. I think the position of freeholders who have bought their property some years ago is worse than that of tenants. In many cases they have to pay a heavy interest on mortgages contracted when land was of higher value, and they are also tied to their lands.

(2.) In small farms the tenant and his family do most of the work. The children assist without wages or remuneration. The parents cannot afford to make provisions for their sons and daughters in marriage or settlement. The children's labour is utilised because the parents cannot afford to take hired labour. It is even difficult for tenants to pay their rent when the labour of the children is given free. There has been a fall of late years in agriculture produce of from 40 to 50 per cent., except for horses, pigs, and butter, while rates have increased.

53,214. Do you say the rates are now from 3*s.* to 4*s.* in the £?—Yes; from 3*s.* to 4*s.*

53,215. Is that in the parishes you mention?—Yes.

53,216. In Disserth and Trecoed?—It may not be quite 3*s.* in Disserth parish; in Llansantffraid it is more; but the rateable value is higher than it used to be.

53,217. Is it Bettws Disserth?—Yes.

53,218. What has been the reason of the higher rates?—In Llansantffraid parish there is a school board, and that causes the increase there, I believe.

53,219. We had an instance yesterday in which the rates had gone down very much during the last 10 years?—Then I should say the rateable value is higher.

53,220. You say tenants do not want leases as they do not want to be bound to a farm for a term of years. Then I take it you do not want security of tenure?—Yes, we want security of tenure; but under the present conditions we do not want leases.

53,221. What security of tenure do you wish. Is it not to be disturbed, but to be able to go whenever you wish?—We want the farmer to be able to lay out his money, and to be sure of getting it back again in some way or other.

53,222. You want security of compensation for your improvements?—Yes.

53,223. You want to be sure that all the money you put into your farm should come back to you?—That is what we want, of course.

53,224. Do you want anything more than that?—Nothing beyond what I have stated.

Sir *John Llewelyn.*

53,225. I want to know what is in your mind as to security of tenure. There seems to me to be something more in your mind that you desire to express, beyond security for compensation?—I notice in our parishes the tenants are very slow to make improvements for fear that they will never get the worth of it back again. If they were certain to get it back they would invest more capital. They do not care to have leases because there is an uncertainty about it.

Sir *John Llewelyn*—continued.

53,226. I understand your feeling with regard to security for compensation I think; but do you go any further than that?—I cannot say.

Lord *Kenyon.*

53,227. You have said you do not wish to be bound to the farm in bad times?—No one cares to be bound to a farm by a lease for a term of years.

53,228. What is your rent?—My rent is 10*s.* an acre.

53,229. Who is your landlord?—Mr. Thomas Moore.

53,230. You have nothing to complain of in your agreement. Have you a copy of it?—No, I have not.

53,231. Do you possess a copy of it?—No, I do not. I believe they are usually given, but I do not happen to have a copy.

53,232. You have signed one?—Yes, I have signed one.

53,233. You say that farms are too often let to the highest bidder. Have you any instance of that?—I do not recollect any case in point, but I believe it has been the case in my parishes.

53,234. You mean to say tenants go and outbid each other when they want farms?—Yes that is often done.

53,235. Do you think the landlord always takes the one who offers the most rent?—I do not say he always does that, but he does not always take the most suitable tenant; the one with the most capital.

53,236. I suppose you would allow the landlord to take the one he thinks would make the best of his land?—Undoubtedly, but as I say one tenant offers more than another, and there is a strong competition for land in our parishes.

53,237. Is there much frequency of change in tenancy?—Not very much.

53,238. Do the farms about you usually go in the families?—Yes, as a rule, I think.

53,239. Do you think that religion or difference of language makes any trouble between landlord and tenant in your district?—No, I believe not, not any known difference.

53,240. You say your farm is composed of what were three holdings. Are there any buildings left?—Yes, in one of them.

53,241. Is it used as a labourer's cottage?—Yes, as a cottage.

53,242. Did you take them all as one holding?—Yes.

53,243. Do you know any case of the landlords charging interest on buildings?—For draining; I cannot say buildings.

Lord *Kenyon*—continued.

53,244. You say the landlords put buildings for produce and stock where required, in some cases charging from 3 to 5 per cent. for the value of the improvement. That would be on draining? — Draining I meant there particularly.

53,245. Are you acquainted with the Agricultural Holdings Act?—Not very much.

53,246. You would not like to offer any criticism upon it?—No, only I believe it is practically a dead letter in our district.

53,247. Do you think it could be made a useful Act?—I cannot say. I have no opinion to offer on that.

53,248. You have something in your statement about the custom of the country. Will you let us know what it is?—Tenants repair fences and gates, they do irrigation; timber for repairs is generally found by the landlord, and the manures and seeds generally provided by the landlord. An outgoing tenant is entitled by custom to the outgoing crop of wheat and payment for clover seeds, but to no allowance for tillage, cultivation, or manure or permanent improvements. He has also right to boozy pasture for his stock, that is chiefly for watering and the use of a portion of the buildings up to the 13th of May. It is customary for the incoming tenant to enter on the land to commence operations sometimes before the other tenant leaves. If hay and straw and roots are sold by a tenant they must be consumed on the farm. It is generally considered that the Agricultural Holdings Acts are unworkable as far as any benefit can be got by the tenant under them.

53,249. Is that embodied in your agreement or is that only the custom of the country?—So far as I recollect that is what it is, but I have no copy of the agreement although I have signed it.

53,250. As far as you can recollect that is what was put in the agreement?—Yes.

53,251. Has the attendance at the lectures upon butter-making been good?—Fairly good, I think.

53,252. Is there much improvement in the butter?—I cannot say.

53,253. Or the price?—I cannot say.

Mr. *Griffiths.*

53,254. What has been the cause of the increase in the valuation of your parish. Is it a re-valuation?—The rent?

53,255. No, the increase in the rates. You say the rateable value has increased?—I should say the rents have increased, and the rateable value increases with them from some years ago, a good many years ago.

53,256. Is it based upon the rent?—Yes.

53,257. Although you cannot exactly prove that farms are let to the highest bidder, yet you are of opinion, are you not, that when another tenant comes forward and offers more money for a farm it is an inducement to the landlord to ask for more rent. That is your idea, is it not?—Yes, that is it.

Mr. *Griffiths*—continued.

53,258. Then owing to the depression you do not consider the fences and ditches are kept up as they should be?—No, I do not.

53,259. Farmers have not the capital to lay out?—They do not keep sufficient labourers to do the work. They do what is bound to be done and leave the other undone.

53,260. Do they employ inferior labour?—There is great scarcity of labour in the district. It is not easy to get labour of any sort.

53,261. What is the general custom. Do they employ labourers or young men for the year?—Young men for the year is the custom.

53,262. Are they housed on the farm?—Yes.

53,263. Are they as competent as the labourers?—Hardly, in everything; but in certain things quite, perhaps.

53,264. Do many of the best labourers leave the neighbourhood?—Yes.

53,265. For mineral districts?—For mining districts, I believe.

53,266. You say there has been much land laid down to grass. Have the landlords assisted at all in laying it down? Have they given seeds and manures?—Not much, I think.

53,267. Is this land laid down to permanent pasture, and never to be ploughed up again?—Well, it has been left to run into grass in some form to save the labour of ploughing, and there is less corn grown.

53,268. Has grass land improved the price of stock?—I do not think it is sufficiently well manured to do that.

53,269. They thought it would pay well, but now they do not find it does pay?—I think it does not pay for want of better manuring; it has been left to run into grass, and it is poor.

53,270. Land laid down should be manured well, or it will not get on well afterwards?—No; it is poor land, and you cannot keep on grazing it without.

53,271. Do you make butter on your farm?—A little. There is no dairy at all, just one cow.

53,272. Yours is chiefly corn?—Grass land.

53,273. Have you any mountain land?—Yes.

53,274. What acreage?—I cannot say the extent: I keep 300 sheep.

53,275. What is the extent of the rest?—300 acres.

53,276. Is the farm 300 acres without the mountain land?—Yes.

53,277. Do you consider those who have purchased their farms of late are worse off than the tenant-farmers?—Those who did so 15 or 20 years ago.

53,278. What interest do they who have mortgaged their farms pay generally?—I believe about 4 per cent.

53,279. Do you consider that they pay more interest than they did formerly in rent?—I think they pay more interest than it had been rented at before.

53,280. Then they have no abatements the same as some of the farmers get?—No, they are tied to their land.

Mr. *Griffiths*—continued.

53,281. Do you have any abatement from your landlord?—Yes.

53,282. What does he give you?—10 per cent.

53,283. How long has that been given?—The last two years, I think.

53,284. Do you think that is sufficient to meet the present depression?—No, I do not think so.

53,285. How much would you consider yourself, the last three years, would have been sufficient?—It is hard to say how much, things have gone back so much.

53,286. How long have you farmed?—At the one place we were five years, and we farmed in the same parish before 15 years—another farm.

53,287. With regard to the children's labour, are children employed on the farm at a very early age?—Yes.

53,288. Do the farmers' children attend school as regularly as the labourers' children?—Fairly regularly, but not quite up to the mark in that respect. They are kept at home to do the work at times.

53,289. Do they work night and morning as well?—Yes, a good deal.

53,290. They have not the same chance of preparing their lessons, have they?—I should say not the same chance as a workman's child.

53,291. Do you keep much poultry on your farm?—Not much.

53,292. There is not much kept in the neighbourhood?—Yes, there is in many other places.

53,293. Is it pretty good poultry?—Fair, not excellent, I think. There is a good deal of trade done in poultry in the parish to supply the town.

53,294. In Llandrindod the supply of poultry and eggs should be attended to most carefully?—No doubt.

53,295. Have you any remedy with regard to the grievances you have mentioned?—Rents must come down is the only thing I can see.

53,296. You think you cannot hold on many years at this rate unless rents come down?—I believe so; that is the case with a good many.

53,297. Supposing a landlord does not reduce the rent, what means do you suggest?—I have no formed opinion on that matter. I say that rents should come down a great deal to what they are now, or tenants cannot go on. In what way, I do not suggest. I do not know how it is to be brought about.

Mr. *Richard Jones.*

53,298. You say, with regard to the Agricultural Holdings Act, that it is unworkable. Do you know of any case where claims have been made under the Agricultural Holdings Act?—I cannot say that I do.

53,299. Is it a fact that the Agricultural Holdings Act has got into bad repute owing to the cost of putting it into operation, and also because it is rather an intricate thing to work, and consequently tenants fight shy of it?—I do not think that that is the case so much. I believe that the agreements between landlord and tenant do away with the Agricultural Holdings Act.

Mr. *Richard Jones*—continued.

53,300. Is there a compensation clause in the agreements?—I think not.

53,301. If there is not a compensation clause in the agreement it does not do away with the Act?—I do not think farmers have paid much attention to the Act in our district at all. I do not recollect any case to which it has been applied.

53,302. Do you know of any cases where land has been laid down to permanent pasture—that is in a proper way?—No. I do not say so much in a proper way.

53,303. I suppose they have been sowing rotation seed, and allowing the land to tumble into grass?—Yes, that is what I mean.

53,304. You do not know where it has been laid down in a proper manner?—Just a few.

53,305. Has that been done since the passing of the Agricultural Holdings Act?—Yes, of late years.

53,306. Have those tenants taken the precaution of obtaining the consent of the landlord before doing it, as it is necessary to do under the Agricultural Holdings Act, because it is really within the first schedule of the Act?—I cannot say about that. There is very little of that sort laid down in the parishes. I think the Act is but little used in my parishes.

53,307. Would you suggest a simpler method of settling claims between landlord and tenant? Mr. Miller, at Brecon, suggested a public arbitrator should be appointed by the Board of Agriculture to settle all claims that might be made by the landlord or tenant as a simple and also a cheap method of settling claims. What do you say to a thing of that sort?—I should say it would answer very well. *See* 51,521–7.

53,308. Do you think the tenants would avail themselves of such a method of settling claims?—Yes, I should say so.

53,309. Sir John Llewelyn asked you, when you were talking about security of tenure, whether you wanted something more than compensation for improvements made by the tenant on his farm. Do you think that would satisfy tenants?—No, I do not think it would.

53,310. You think that really a tenant should not be disturbed in his holding without some satisfactory reasons?—If he is doing his duty, and managing his farm properly, I believe he should have security of tenure.

53,311. You think legislation should be of such a character as to induce a tenant to remain on a farm rather than to send in a big bill as an outgoing tenant?—Yes, I do.

53,312. Do you think a tenant if he is disturbed, should be entitled to compensation for disturbance, independent of anything he might claim by way of compensation for unexhausted improvements?—Yes, if he has been disturbed.

53,313. Do you keep sheep at your place?—Yes.

Mr. *Richard Jones*—continued.

53,314. Is the farm suitable for sheep?—The hill is suitable for sheep. The farm is not particularly good for sheep. It does for feeding lambs; it is too wet for rearing a stock of sheep.

53,315. What class of sheep do you keep?—Radnor ewes.

53,316. Radnor Forest?—Yes.

53,317. Are you able to keep those sheep on the hill in the winter?—No, that is another part of the business. The sheep for the hill are bought separately—strong hill sheep.

53,318. The hill sheep remain on the mountain all the year round?—Yes, they are bought every year for the hill.

53,319. Are they bought at a valuation, or a fixed price?—They are bought at market price.

53,320. Is the flock bought by the incoming tenant?—I think it is optional to take to them or not.

53,321. The outgoing tenant is not compelled by the agreement to sell the flock to the incoming tenant?—Not on my farm.

53,322. Is it so on the adjoining farms?—No, I think not in our parishes.

53,323. Being a man of some experience, you know that a flock settled on a mountain is more valuable than getting a fresh flock?—Yes, it would be so.

53,324. Does it not create some amount of difficulty if an old tenant sells his flock out?—I think there is no custom to be compelled to do it, but I think it is usually done. It was so when we went to the present farm; we did take to the sheep.

53,325. At a valuation?—Yes.

53,326. Is the valuation as a rule higher than the market price?—No, I should say not. The market price would be the basis of it.

53,327. Sheep already settled on the mountain are more valuable than the market price. What is your opinion?—I should say not much above market price, if anything.

53,328. Have you suffered any loss from fluke in sheep?—Not to any extent since we have been there.

53,329. How long have you been there?—Five years. There was a heavy loss at the same place years before.

53,330. About the year 1879?—About that time.

53,331. Is your land drained?—It has been drained a good many years, but it requires it again.

53,332. If drainage is carried out, on what conditions would it be?—The tenant to pay interest on the outlay, I believe, but it is rather neglected in our parishes.

53,333. You think that really tenants have not the capital to pay the interest on drainage?—In most cases not.

53,334. And that practically they are sacrificing the future for the present?—Yes, I believe so.

Professor *Rhŷs*.

53,335. You mentioned several payments just now. I do not think you said anything about the land tax. Who pays that, the tenant or the landlord?—I mentioned the land tax. I said the tenant paid it, but it might be allowed in some cases.

53,336. Is it allowed as a rule?—I cannot say; I do not pay land tax myself; it is not generally paid.

53,337. You say that language, politics, and religion make no difference with regard to the selection of tenants by the landlords?—Not any known difference, I should say.

53,338. What do you mean by known difference?—I cannot tell what may be the motives in the relations between each party, but it is not made public.

53,339. I was going to ask you, is there any difference in language in your district between the people?—No, it is chiefly all English.

53,340. Are there any Welsh-speaking tenants there at all?—Just a few of the old people—very few.

53,341. What is your parish?—Disserth and Trecoed.

53,342. In those districts there are some people who still talk Welsh?—Very few.

53,343. Do you hold your farm under an agreement?—Yes.

53,344. Have you got that agreement?—I have not a copy of it. It was an oversight, I believe, at the time of taking the farm.

53,345. Have you ever asked for it?—I have not asked for it since.

53,346. Did you sign it?—Yes.

53,347. Do you know what is in it?—I recollect the main parts of it, but not to say for certain what is in it.

53,348. When was it signed?—About five years ago.

53,349. Was there anything about the Agricultural Holdings Act in it?—Not that I recollect.

53,350. Have you any game in your part?—Very little, nothing to trouble.

53,351. Do most of your neighbours hold under a written agreement?—Yes, I believe nearly all have agreements.

53,352. Do they have copies of them, do you know?—Yes, in most cases.

53,353. Do they know what is in them?—I cannot say how much they study it.

53,354. Does anyone in your district read the Agricultural Holdings Act at all?—In very few instances, I believe.

53,355. They do not study it at all?—No.

53,356. You mentioned that the railway rates are very high. Have they been raised lately?—Within the last twelve months, or a bit more, perhaps, they were raised.

53,357. On what commodities principally?—Agricultural produce; stock.

53,358. Have they reached the maximum allowed by law, do you know?—I cannot say.

53,359. You said that there was no arbitration resorted to for settling rent. Is arbitration

Professor *Rhŷs*—continued.

resorted to for anything else among you?—No, I do not recollect anything.

53,360. For valuing unexhausted improvements, or anything of that sort?—There might be a case of that sometimes, but very seldom.

53,361. You do not know of any?—Farmers do agree together to make a valuation for their neighbours in some cases.

53,362. A valuation of what?—A valuation of stock between the ingoing tenant and the outgoing tenant.

53,363. Incoming and outgoing?—Yes.

53,364. The landlord does not interfere?—It may be one member of a family to another.

53,365. Then they usually succeed one another. The son succeeds his father?—That is the case sometimes.

53,366. Supposing the farmer has three or four sons, what becomes of the other sons, as a rule?—Well, they have to go away elsewhere to some other occupation.

53,367. What becomes of them. What other occupations do they usually take to?—Many go away to the mining districts. I think many of them would like to stop on the land, but they have not got sufficient means to do so.

53,368. They could not all have farms without disturbing others, so that they have to go to other occupations?—Yes.

53,369. Do they receive sufficient education to help them in that respect. What sort of schools have you?—Fairly good.

53,370. Is labour dear in your district?—Yes.

53,371. Is there a lack of cottages?—Well, there is a lack of population as well.

53,372. I should not have said there was a lack of cottages in that case, if there is no population requiring cottages?—Not just as it is; but if there were more cottages and more opportunities there would be more population.

53,373. You would have more labourers on the land?—Yes.

53,374. There used to be more?—Yes, there used to be more.

53,375. Why were the cottages allowed to fall vacant and go into ruin?—I think farmers could not afford to pay as high wages as they could get in the mining districts and other districts, and they left the land, and cottages and small farms went down. I know of a good many in my district.

53,376. As it is, you do not have a great many labourers on your farms. You have farm servants, I suppose?—Very few labourers, chiefly farm servants living in the house.

53,377. How much do you pay a good farm servant?—20*l.* to 25*l.* for a man.

53,378. Are there any hiring fairs in this district?—Several in this month.

53,379. Where do you house the men servants. How many have you on your own farm?—We have two labourers.

53,380. How many farm servants have you?—Not any, except a small boy.

Professor *Rhŷs*—continued.

53,381. You talked about freeholders just now. Are many of those freeholders men who have inherited their farms from some distance of time, or are they men who have bought their farms recently?—There are some who have inherited their farms.

53,382. And are they free from encumbrances?—I cannot say how matters stand with them.

53,383. You say the others are not so well off who have bought recently?—Not so very good, I think.

53,384. Are they worse off than tenant farmers?—Yes, I think in most cases it is so.

53,385. Is that the case with those who have inherited their holdings also?—It might be in some cases where there would be a large family, and the land would be mortgaged to pay off the brothers and sisters, but I cannot say much about those matters.

53,386. I think we heard there were in some parts of the country a good many small freeholders of some standing, and that they look down very much on the tenant farmers, even if they farmed three or four times the number of acres that the others held, and they say—"Oh, he is "only a tenant." Have you ever heard that?—I do not think that is so in my district.

53,387. The tenant farmer is properly respected by them in your district?—Yes, I think so.

Sir *John Llewelyn.*

53,388. What are the names of your holdings?—Maesgwyn, Bwlch, and Tynllidiard.

53,389. The three together amount to about 300 acres?—That is so.

53,390. Which is the largest of the three?—Maesgwyn.

53,391. How long ago is it since those three have been three separate holdings?—I cannot say to a few years, it is a good while ago.

53,392. I think one of the cottages in those three places in addition to Maesgwyn is in order?—Yes, fairly good order.

53,393. Why is it that the three are let consolidated now. Is consolidation popular?—Yes, it has been so in our parish, I think.

53,394. Is there no jealously of your holding three farms?—Oh, no, I do not think so.

53,395. That partially tends towards the depopulation of the country, does it not?—Yes, I believe it does.

53,396. Do you think that that consolidation would tend towards the insufficient cultivation of the land?—It may or it may not, it depends on the tenant entirely.

53,397. In your own case do you consider that your farm might be better cultivated than it is?—Yes, it might be better cultivated.

53,398. If it was in the hands of one tenant?—It might, and might be done worse.

53,399. I think you have told us there is a strong competition for farms?—Yes, it is so.

53,400. We heard yesterday that complaint was made of a landlord for breaking up a farm

Sir *John Llewelyn*—continued.

that had been consolidated into two. Do you think it would be popular or unpopular in your district if your farm was let as two instead of one?—I think there would be tenants for small farms in greater number than for larger ones. There are people who would like to stay on the land if they could see their way.

53,401. With regard to railway rates you are not very near a railway station, are you?—No, four miles.

53,402. Are you four miles from both the London and North-Western and the Cambrian systems?—Yes.

53,403. You have a choice of two different routes?—Yes.

53,404. You complain that the railway rates have been raised of late?—That would go back a twelve-month or 18 months ago.

53,405. Have you taken any steps towards getting special rates?—I cannot say I have.

53,406. Would it not be an advisable thing if your farmer's club or agricultural association approached the railway companies on that score?—I believe it was done sometime ago. There was a great deal of agitation on the matter when the rates were raised.

53,407. Is it your opinion that if the rates were lowered there would be more trade upon the railways?—Yes. I think the stock is taken by road because of the exorbitant railway rates more than it would be if the rates were lower.

53,408. That is a good argument to go to the railway companies upon. You think there has been no recent action taken by the agricultural associations with regard to the rates?—Not in our parishes.

Mr. *Griffiths.*

53,409. How do you explain that the land is insufficiently cultivated—in what way?—Not manured enough, and not tilled enough either.

53,410. For what reason?—It has been let go into a sort of grass land to save the expenses of labour.

53,411. Land that has been originally under the plough?—Yes, and it does not produce what it ought now in grass.

53,412. Do you think the land is capable of being made to produce much more than it does at present?—Yes, I do.

53,413. Do tenants as a rule pay attention to keeping the drains on their farms open?—I think the drainage has been neglected in our district.

53,414. I mean that often the drainage has been done thoroughly, and yet the tenants neglect to keep them open, consequently the land runs back to the same state?—Yes, that is so: that has been neglected.

53,415. Has it been caused often by the change of tenants?—I cannot say about that; but it has been neglected on my own farm, I think.

53,416. Not in your time?—No, not in my time; we have opened several.

Mr. *Griffiths*—continued.

53,417. Do you only speak on your behalf, or do you appear here for a body of tenant farmers?—I speak on my own behalf; and I think I represent the feeling of the parishioners.

53,418. Still you have not been asked by them to come forward?—No; I have not.

53,419. Is there any reason why more of them do not come forward the same as you do?—Yes; I should say they do not take enough interest in it.

53,420. Do you know of any instances where children have gone away to the mineral districts, and have been obliged to assist their parents in making up the rent?—I do not know of any instances.

53,421. Do you think it never happens?—I think it does happen.

Lord *Kenyon.*

53,422. Mr. Vincent wants to know: "How can "you possibly say that land is let to the highest "bidder without being able to name a single "instance?"—Well; it is my opinion of things. I have not any case in point.

53,423. It is merely an expression of opinion?—That is all.

53,424. Mr. H. L. Stephen asks: "Are you "not aware that the rates in your union have "decreased to the extent of 3*d.* to 4*d.* in the "pound in the last five years?"—I think that the rates in the Disserth parish are very similar to what they have been all the time, neither raised nor lowered so far as I can recollect.

53,425. What does the school board rate amount to?—That is in the Llansantffraid parish.

53,426. What does it amount to?—I am not sure how much; I think the rates in that parish would be about 3*s.* 6*d.* on the whole.

53,427. What proportion of that is school board, do you know?—I am not certain about that.

53,428. There is no school board rate in Disserth?—No; it is a national school.

Mr. *Richard Jones.*

53,429. What is the course usually taken by the landlord or the agent to let a farm?—It is put up to let, and the farmers come on of their own accord when they hear of it, and try to get the chance of it, and offer so much, I believe.

53,430. Each tenant?—Yes.

53,431. Is each applicant told to go and walk the farm, and come and make his bid?—Yes; I think that is so in many cases.

53,432. And then the agent of the landlord selects the highest bidder?—I do not say that in every case.

Lord *Kenyon*

53,433. What was your own case?—There was not much competition for it at the time.

Lord *Kenyon*—continued.

53,434. Did you make an offer, or were you told what the rent was?—The price was put, and we made an offer.

53,435. You came to an agreement?—Yes.

53,436. The price was put first?—Yes.

53,437. Before you made your offer?—Yes.

53,438. Did your offer reach the price?—Not at first; but we made an agreement afterwards.

53,439. Did it reach the price afterwards?—Well, both parties came together.

Lord *Kenyon*—continued.

53,440. You split the difference?—Not exactly that, perhaps, but both parties met.

53,441. Do you think that is a satisfactory way of settling the rent?—Well; it is about fair. But I say the land is let too high generally.

53,442. Did you think it too high in your own case?—I have found it out to be too high since.

53,443. Times have not improved the last five years, have they?—They have gone the other way.

The witness withdrew.

Lord ORMATHWAITE called and examined.

Lord *Kenyon.*

53,444. Are you the Lord Lieutenant of this county?—Yes; and chairman of the county council.

53,445. You wish to give evidence with respect to sub-division under the Small Holdings Act?—We appointed a committee to see whether we should adopt the Small Holdings Act. We resolved that it was not necessary. There were only nine applications made to the county council, and one of those was withdrawn; the others are all in course of being satisfied. I may say that three of them are on my own property. Two of those have been already satisfied, the other I am willing to grant, but the tenant demands notice, and it will be given. The chairman of the committee of the county council is here, and ready to give you, perhaps, fuller information than I can on that subject.

53,446. Have you some statement with regard to your own estate that you wish to give us?—I will answer any question you wish. I have property in three parts of the county amounting to 13,500 acres, of which 2,500 is hill land enclosed, and 20 farms have rights of turning out on wastes of manor.

53,447. What do you find to be the effect of enclosing the hill land?—It has been all enclosed long before I came into possession. There have been no new enclosures so far as I know. I think the general effect of the enclosing of hill land has been rather to do away with the disputes which used to occur with regard to the rights of pasture. Another good effect is that where the sheep are pastured over a very large tract it is impossible to prevent them from getting at the bad grasses which produce rot. My own experience (but I differ from a great many practical farmers) is, that the improvement of the land does not compensate for the expenses of the inclosure and cultivation. The land I have myself, which was unenclosed, the great majority of it has not paid for cultivation.

Sir *John Llewelyn.*

53,448. Does it give opportunity to more people to work upon it do you think?—Perhaps, to a certain degree; but the land I have had which was enclosed is so very high, that it has not really paid to cultivate it. It has been merely divided by wire fences. I do not mean to say that there is not a certain quantity that has paid, but the great majority of it has been merely divided by wire fences.

Lord *Kenyon.*

53,449. With regard to the expenditure on improvements on your estate; can you give any figures with regard to that?—Every improvement that has been carried out since I came into the property in 1881 over the value of 10*l.* has been entered in this book, which you can see [*producing book*], and countersigned by the tenant and my agent. I have expended since 1881, 24,578*l.* on improvements; that is an average of 2,048*l.* a year on a rental, at present, of 8,830*l.*

53,450. Is that rental an average, or for last year?—Last year 8,830*l.* When I came into possession it was 9,076*l.*

53,451. You have made some permanent reductions?—To that extent. I have not charged any interest on any of this 24,578*l.*

53,452. Does that include any improvements, such as drainage?—Yes. I have done draining, but very little draining; I am satisfied that it does not pay either the landlord or the tenant in Radnorshire. I cannot drain here under 8*l.* an acre, and as the life of a drain cannot be counted at more than 20 years it does not pay—there is so little land that would be improved to the amount of 8*s.* an acre, which would be required to make that pay. I am very sorry for it, because I consider it the basis of all the improvements in this country. It does not pay either the landlord or the tenant. I have done it to a certain degree, but more as a hobby of my own than with the idea of making it pay.

53,453. Have you made any abatements as well as reductions?—Ten per cent. in 1887, 1888, 1892, and 1893.

53,454. Have the tenants been able to get the advantage of such abatements in their rates?—That I cannot tell you, I am not sure, I should think not.

Lord *Kenyon*—continued.

53,455. Some assessment committees have allowed abatements to be considered, I think, and some have not. The majority have not so far as it comes within our knowledge?—I think they have not.

53,456. I think you have some experience of England, too. You have property in England?—Yes.

53,457. Do you think the tenure of land in this county differs from your English experience in any way?—No, I think not. I think all the customs of Radnorshire are much nearer to English customs than to Welsh customs. As all the trade is with England, I think we have assimilated ourselves more to English customs.

53,458. I think the majority of your tenants speak English?—Every one. I do not think they understand Welsh.

53,459. Do you think in the county of Radnor they have felt the depression as severely as they have in England or in any part of England?—I do not think they have felt it as severely as those counties where they have depended on the cereals. I should think in Cumberland, where I have property, they have felt it as severely as in Wales, because it is dependent upon the same thing—the store stock. In Radnorshire I think all the farming is subsidiary to the store stock. They breed Hereford cattle and they keep a flying stock of ewes. That is the chief thing. The farmers hardly ever keep a stock of ewes over two years for fear of their rotting; they generally sell the whole stock of sheep at the end of two years.

53,460. Do you think the class of stock may be improved at all?—Certainly, the sheep have improved since I became acquainted with Radnor; they have got larger; the Radnor Forest cross has improved them very much. I am talking of the last 50 years.

53,461. Has that improvement been to any extent diminished in the case of a bad wet season like 1879?—I should not like to answer that question.

53,462. We heard yesterday that there had been a great deal of fluke among the sheep?—They had it very bad in 1877, I think.

53,463. I was wondering whether the class of sheep had been improved above that?—That I could not answer.

53,464. Has anything been done to improve the class of Hereford cattle in the way of bulls?—I think all the farmers in Radnorshire are very particular about their stock. I do not think any fault can be found with them in that way.

53,465. With regard to ponies: that used to be a great trade in Radnorshire?—Now they are bred exclusively for the mines, and it is a very profitable thing. Of course, they live on next to nothing, and are sold off to go to the mines; but as to getting a pony for one's own use it is very difficult indeed.

53,466. I suppose they keep them small?—They are put on land which will feed nothing else, and that results in their being very small.

Lord *Kenyon*—continued.

53,467. There is no attempt to produce a pony for the English market?—No, I think not.

Sir *John Llewelyn.*

53,468. I think you told us there had been, on your own property, no new inclosures?—None since I went to Parliament in 1865.

53,469. So that you have nothing to do with these inclosures that surround us here at Llandrindod. You know nothing about them?—Some of the land belongs to me in those inclosures.

53,470. That land was inclosed under an Act of Parliament, and we heard something about it from Mr. Stephen Williams yesterday. He told us some witness would be likely to come before us to-day who could tell us more about it?—I do not think I can tell you; it is so long since I had any practical knowledge of it. *See* 52,390 52,405–9.

53,471. You have an agricultural association in the county, in which you take interest?—Yes.

53,472. We have had on many occasions complaints of the railway companies' charges. I am a director of the Great Western Company myself, and I can speak to this extent, to say that I believe there is considerable sympathy between the railway directors and their traders; that they are open to an arrangement, and they have no desire to injure the great agricultural industry of the country. It might be a good thing, I would suggest, that the county agricultural associations should, on behalf of the agricultural interests, put themselves into communication with the great railway companies?—Well, I have been once or twice.

53,473. Have you not done some good?—With regard to the Great Western, at Kington, they did meet us to a certain extent and reduced the rates. There is no doubt a reduction of rates would be an immense advantage to this country, because it is not only with regard to the stock going, but unfortunately in Radnorshire we have no clay suitable for bricks or tiles. I have had it analysed (Mr. Wyatt' an eminent London architect, did it for me), and it is utterly deficient in silex, which gives durability to all tiles and brickwork. We have to get all our draining tiles and all the bricks from Shropshire, so that any reduction in railway rates would be an enormous advantage to this country.

53,474. Have the county rates increased or diminished since the county council has been in operation?—I think they have a little increased, but then you must remember that there is one thing taken off—the turnpikes. It is difficult to say how far that affects it. The roads are being thrown on the rates, and the turnpike is taken off. I have not gone into it very carefully, but I think there are so many extra subjects thrown on the rates that I should say they have increased, but it would require a longer calculation than I have made yet to say.

53,475. May I see the book that you said you would be good enough to hand in. (*The witness handed up book.*) It sounds to me as if it

Sir *John Llewelyn*—continued.

would be a very interesting exposition. This is a record of all the permanent improvements above 10*l.* done upon the estate?—Yes.

53,476. And signed by the tenant?—Yes, and the agent.

53,477. Are any of these improvements done by the tenant?—None.

53,478. All done by the landlord?—All done by me.

53,479. May I ask if your example in this respect has been followed by other landlords in the county?—I have not heard of it; but I suppose, fortunately for them, none of them, have had, except myself, the experiences of an Irish landlord.

Professor *Rhŷs.*

See 52,447. 53,480. We heard yesterday about the system of joint property in sheep—of the landlord letting his sheep with the land, and receiving rent for them. Have you anything of that sort on your estate?—Letting the sheep with the land?

53,481. Yes, the sheep belonging wholly or in part to the landlord?—No, I have nothing of that sort.

53,482. Have you had any lectures on dairying or farming in your district?—We had, and we voted 100*l.* for dairy lectures; but I am sorry to say that the classes did not fill, and we have given it up.

53,483. They were lectures on what?—Dairying.

53,484. You have had no lectures on soils and so on?—No.

53,485. What was the reason, do you think, of the classes not being successful?—I cannot tell you why.

53,486. Were the lectures sufficiently elementary for the people to understand them?—I think a good deal of the objection was owing to the distance that the people had to come. I should think that was one reason.

53,487. But I suppose the same fact of distance would tell against anything like a butter factory?—I should think so. These were, I think, on butter-making chiefly.

Mr. *Richard Jones.*

See 54,410–8. 53,488. What have the Radnorshire County Council done with the local taxation money. Have they applied it towards the relief of the rates—the drink money as it is called?—We applied for the Intermediate Education Act.

53,489. How many schools are you establishing?—I am not on that committee I am happy to say, and it is now considering that very question.

53,490. Have you prepared a scheme?—Two.

53,491. What was the matter with the first?—That was disallowed, and now there is another one, a fresh one, formulated, and we are disagreeing rather with the Charity Commissioners about that.

Mr. *Richard Jones*—continued.

53,492. Have you any farms on hand?—No, not one. I have had three vacant from death this year, and I had a choice of offers for all of them.

53,493. As a rule, you take on the nearest relative to the deceased tenant?—Yes, the son. I always give the option to the son to take it if he wishes.

53,494. Have you had a revision of rents on your estate since you have come into the property?—No.

53,495. Do you know when there was a revision of rents?—You mean a re-valuation.

53,496. Yes, a re-valuation?—I have not had one. I do not know of any.

53,497. How long have the farms been at the present rents, do you know?—I cannot say. Whatever change there has been since I came into the property has been in the way of reduction, not of increase. I gave you the figures, I think, before.

53,498. Yes. Have you had any claims for compensation for damage done by game at all?—No, none.

53,499. Is there a compensation clause in your agreement for damage done by timber-cutting?—I do not know whether there is, but I never have heard anything about it. Here is the agreement if you like to see it (*handing agreement*).

53,500. You have never had any claim, I suppose, for it?—No, but I have always allowed them compensation. When I have had a fall of timber I have always allowed them something.

Mr. *Griffiths.*

53,501. Would your Lordship kindly tell us, do you make the same abatements on the English farms as on the Welsh?—Oh, yes. I have made abatements there.

53,502. Do you make the same amount of abatements?—Well, I am guided by circumstances there. Yes, I do not think that I have had to make any larger abatements than 10 per cent. on any property.

53,503. But in England we find that they have been giving greater abatements than in Wales, as a rule?—The English have?

53,504. Yes, on the English farms?—Well, that would depend; I do not think I have.

53,505. Do you consider that 10 per cent. is sufficient to meet the present depression?—The proof, I think, of it is that farms that were vacant this year through death, which were the only ones that were vacant, are let for exactly the same rent over again.

53,506. Quite so, but do you not account for that by land hunger?—I have let them without any difficulty at all.

53,507. Were those applicants that have applied for farms to you already in possession of farms, or were they sons growing up or labourers wanting to take farms?—I think one of them was the son of another farmer. There were only three. I forget the others; but they had been farmers certainly.

Mr. *Griffiths*—continued.

53,508. Were not the ponies you speak of cobs of horses—what we call Welsh cobs, not the mountain ponies?—No; they were the mountain ponies.

53,509. Do the mountain ponies, the small ponies, go into the mines?—They go into the mines.

Lord *Kenyon.*

53,510. I have some questions to ask you which are handed in by Mr. Vincent: "There "has been no complete re-valuation of your "estate for the last 50 years, has there?"—No.

Lord *Kenyon*—continued.

53,511. "Have numerous farms on your estate "been occupied by the same families for several "generations?"—A great many of them.

53,512. "You have never raised the rent to "a sitting tenant, have you?"—No; not once.

Lord *Kenyon.*

53,513. I do not think we have any more questions to ask you. We are much obliged to you for your evidence.

The witness withdrew.

Mr. JOHN DAVIES called and examined.

Lord *Kenyon.*

53,514. Is your farm Wern Hir?—Yes.

53,515. Are you a tenant farmer?—I have been a tenant farmer at Wern Hir for 11 years.

53,516. On whose estate?—On the Doldowlod estate.

53,517. Mrs. Gibson Watt's estate?—Yes. What landlords in this district look for when they have a farm to let is a sober industrious man. I do not know that language, creed, or politics have ever made any difference between landlord and tenant, I and my late father have always held our farms by the year, and have no cause to complain. My father held the same farm under that system for 60 years. The farmers of the uppermost part of Radnorshire mostly occupy their holdings for long periods, and as long as a tenant farms in an honest way his tenancy is fairly secure. I have a copy of my agreement.

53,518. Have you your agreement with you?—Yes (*witness handed in agreement*). The penalizing clauses are never enforced against a good tenant, but sometimes against an inferior one. I fail to see what use a land court can be, and believe that the old natural law of supply and demand will always regulate the price of land in this country. The buildings and drainage on the Doldowlod estate are kept in first-class condition, which has been done at a very great expense to our late landlord Mr. Gibson Watt. On the estate where my late father occupied his farm, the custom was:—The landlord would give us permission to build all new buildings that were required ourselves, and would allow out of the rent the cost of those buildings—not charging any interest on the outlay. We, on the other hand, would not charge anything for hauling to those buildings. As to draining, the landlord would provide pipes, and we would lay them into the land in a proper manner. Farms in this neighbourhood are mostly let from year to year. Tenants generally farm on the three-course system. Very few notices are given by landlords to their tenants: as a rule, a tenant having taken another farm of better value, gives up his holding. He, perhaps, recommends another tenant for the old holding, who is sometimes accepted by the landlord. The tenantry on the Doldowlod estate are invited by their landlady, through her agent, to come forward and give evidence. Farmers should have compensation for improvements according to the value of those improvements, which would stimulate tenants to spend more money on their holdings. Farmers are seriously handicapped by low prices of farm produce and high price of labour. Labour and taxes have a tendency to go up, and farm produce has been going down.

Lord *Kenyon*—continued.

With regard to reductions; in 1885, I had 20 per cent. reduction; in 1886 I had 20 per cent., and also in 1887, 1888, 1889, and 1890 I had 20 per cent. reduction. In 1891 I had 10 per cent.; in 1892, 20 per cent.; and in 1893 I had a permanent abatement of 10 per cent. and also a 10 per cent. reduction.

53,519. I see in this agreement that "the "landlord agrees to allow the tenant the sum "10*l.* per annum out of the before-mentioned "rent of 200*l.* to be expended on extra manure "or labour, to keep and maintain the farm, "ditches," and so on. Does that abatement you have mentioned include that?—No; my Lord.

53,520. That is another 10*l.* per annum in addition?—Yes.

53,521. Do you think that all the tenants on the Doldowlod estate are on good terms with their landlady?—Certainly, my Lord.

Mr. *Griffiths.*

53,522. Are you speaking of the Doldowlod estate alone, or is your statement general?—Which do you mean is the general statement.

53,523. You say, "I do not know that language: "creed, or politics, have ever made any difference "between landlord and tenant," to begin with. Do you consider that is the case with regard to the estate you are upon, or others outside?—All the estates that I have been acquainted with from my youth up.

53,524. I see in your evidence you say that tenancy is fairly secure. Does "fairly" mean that it is not perfectly secure?—I meant by that

Mr. *Griffiths*—continued.

that if there might be wanted a change in a tenancy, to make some farms larger or some smaller, there might be a little alteration in that way.

53,525. There may be occasion for that?—Occasion—when it is absolutely necessary.

53,526. Do you think the custom a good one, to allow the tenant to erect buildings himself at his own cost and to his own liking?—I could not say. When it is done no interest has followed.

53,527. Has it not a tendency to cause the erection of inferior buildings?—Buildings that I have seen, made by practical farmers, as a rule are useful buildings.

53,528. I know of estates where the same thing is done, and it results in very inferior buildings being put up, which have to be renewed in a short time. You say again in your evidence that a tenant when leaving, if he goes into a larger farm, perhaps recommends another tenant for his old holding. Is there any money transaction passing between them?—Not that I am aware of.

53,529. We have seen some transactions where there is a little money laid in the present occupier's hand by the incoming tenant, for allowing him to come into the farm. You do not know of cases of that sort?—I do not.

53,530. Your landlady has invited the tenants to come forward. In what way—by circular or how?—By a public meeting at a public rent audit, and she made an announcement that anybody who chose to come forward might do so.

53,531. Have you an agent on the estate?—Yes.

53,532. Then he made an announcement at the rent audit that he would be pleased to see the tenants coming forward?—Yes.

53,533. Do you know of any instances where tenants, when leaving, have asked for compensation on permanent improvements that they have made on their farms?—I cannot say that.

53,534. Nor for general improvements?—I am not aware of it.

53,535. Do you think that a tenant should be paid for all his improvements?—Yes, I do.

53,536. But is it not the case that tenants often have to leave without being paid for those improvements?—In some cases there are not much improvements.

53,537. Yes, but in the majority of cases tenants as a rule would improve their farms. It pays them better to farm well than to farm badly, that is, in good times?—But not of late years.

53,538. No. The times have been so bad, I suppose, of late, that they cannot lay out the money that is necessary for improvements?—Yes.

53,539. I see you mention that the prices of produce at present are very low?—Yes.

53,540. There has been an increase in the price of labour. How many years have you farmed?—Eleven.

53,541. Has there been much increase in your labour bill during those 11 years?—At that time, 11 years ago, things were pretty good. After then labour went down, but the great difficulty with a farmer is there is a great outlet for labour in the mining districts in this country, which has a tendency to keep the price of labour up.

53,542. They go where they are best paid, of course?—Most certainly. On the other hand, foreign competition is pressing the farmers down. Between the two things it makes it very awkward for a farmer.

53,543. How are the cottages on the estate that you live on?—In good order.

53,544. Do any of the tenants keep cows?—Yes.

53,545. How do they do. Are they any better off than those who have got none?—If they can get a place to work they manage fairly well.

53,546. The cottages are not let to agricultural labourers as a rule?—Yes, there are some let to agricultural labourers.

53,547. And they do very well in that way?—They do very well as long as they can get suitable employment along with it.

53,548. The wife looks after the cows, and the labourer goes to work?—Yes.

53,549. Do you think that it would be a means of inducing labourers to stay on the land if they all had a cow or two?—It is according to the price of wages that a farmer could afford to give them.

53,550. Quite so; but they have not the accommodation, as a rule, in most of the farms for these cottages and cowsheds for the labourer in this neighbourhood, have they?—I know there are several cottages not occupied.

53,551. What kind of cottages are they?—Fair cottages.

53,552. They are not the old-fashioned thatched cottages, are they?—No.

53,553. But have they a little land attached to them?—You cannot let a cottage in an outlying district the same as you can a cottage in a village. The tendency of the age is, so far as my experience goes, that you can easier let a cottage near a village than you can in a rural part of the country.

53,554. Do you know of any cottages in the rural part of the country, where there is a little land attached to them, that are now vacant?—No, I do not know of them now.

Mr. *Richard Jones.*

53,555. You say that you feel pretty secure in your holding?—Yes.

53,556. You think, in order to make the best of a farm, that a tenant should have that sense of security?—Yes.

53,557. Do you think it would be any hardship on the landlords if it were made the law of the land that a tenant should not be disturbed in his holding, that is, provided that he fulfilled the ordinary conditions of tenancy?—So far as my experience goes, that has been carried out.

Mr. *Richard Jones*—continued.

53,558. Possibly they are all good landlords in your neighbourhood; but there may be, now and then, a bad one, and laws as a rule are made for bad people, and not for good people?—Well, I could not say. I could not answer you.

53,559. Do you think it would be a hardship?—I could not say. I have not sufficiently studied the matter to give you an answer.

53,560. You are not prepared to express an opinion?—No, I am not.

53,561. You very justly say, I think, that the tenants at present do not make much improvements. That is so?—Yes.

53,562. Supposing we got a return of prosperous times, and tenants carried out improvements, would you consider it right that a landlord should raise the rent on a tenant's improvements?—No, I do not think he should.

53,563. You think that a tenant should be protected against an advance of rent on his own improvements?—Yes, I should think so.

53,564. How would you obtain that. How would you protect the tenant from an advance of rent on his own improvements?—Well, I could not say, unless it would be by law.

53,565. Yes, by law. Do you think that a law should be made to protect the tenant from advances of rent upon his own improvements?—Well, it seems fair that it should.

53,566. Do you live sufficiently near to Builth and these watering places to bring your produce, your eggs and your butter, to be sold at these places?—Yes.

53,567. So that really it is an advantage to you to live near to these watering places?—Oh, yes.

53,568. It is here, I suppose, where the farmers generally dispose of their produce?—Yes, a great quantity of produce is disposed of.

53,569. Your holdings in consequence are of more value?—Yes, they are.

53,570. How do you do with the produce: do you bring it and sell it yourself now—the beef and the mutton—or do you sell it to the butchers?—We sell it to the butchers.

53,571. Because, I believe, some farmers in the neighbourhood kill and dress their sheep, and cut them up and sell them in joints. That is so, I believe?—I do not think it is general. There may be a few that do it, very near.

53,572. But in some cases the middleman is disposed of?—Yes, he may be in some cases.

53,573. Do you find that the middlemen take a good deal of profit?—It appears they do, a great profit.

53,574. And every effort should be made to dispense with them as far as possible?—Yes, I believe it would be very good.

53,575. Has your farm paid you the last year?—I cannot say it has paid me the last year.

53,576. Did it pay the year before?—Well, it is a matter of bringing the two ends to meet in these times.

53,577. But you think that taking the average of years, your farm is fairly profitable.

Mr. *Richard Jones*—continued.

Is that so?—That would be according to the price of produce.

53,578. Well, take the price of produce?—If beef settled down at 6*d.* per pound and corn at the price it is now it would become dear.

53,579. I believe you have been farming Wern Hir for 11 years?—Yes.

53,580. Has it paid you during that time?—I think it has, more or less.

53,581. Taking the interest upon your capital, and your own skill and labour, you are satisfied with the margin?—I am not satisfied, of course, but we are living in hopes of better times.

Professor *Rhŷs.*

53,582. You said that language, religion, and politics made no difference. Is there any difference of language in your district?—Not in Radnorshire.

53,583. Which is your parish?—Llanyre.

53,584. Are there any Welsh-speaking tenants there, do you know?—Very few.

53,585. There are a few?—I cannot say. I am not certain of that. They must be very old people if there are.

53,586. Llanyre is between Llandrindod and Doldowlod, is it not?—Yes.

53,587. So that there is no room for much difficulty about the language, is there?—There is very little difficulty about language.

53,588. I think you suggested just now that the farm had not paid you last year?—Yes.

53,589. Do you know most of the tenants on the estate?—Yes.

53,590. Do you know if any of them were obliged to borrow money to pay the rent last year?—I do not know anything about that.

53,591. You do not know whether any of them would be in the hands of the middleman?—I should think not.

53,592. That is the sort of thing we hear of in England sometimes; the middleman advances money to the farmer, and, as in all such cases, he finds some difficulty in getting out of the middleman's hands. You do not know of anything of that sort in Radnorshire?—I am not aware of anything of the sort.

53,593. Have there been any very large sales of land in these parts in your memory?—There was a sale last summer.

53,594. Of whose estate?—The Bryntirion estate.

53,595. Belonging to Mr. Evans-Williams?—Yes.

Sir *John Llewelyn.*

53,596. Then, with regard to the buildings that have been done by the tenants, no interest has been charged upon the outlay, but it is allowed out of the rent?—Allowed out of the rent.

53,597. And the rent would be adjusted in accordance with those terms of the letting; the rent would be apportioned in proportion to those terms. I should like you to explain it in your

Sir *John Llewelyn*—continued.

own way?—The cost of the building, whether it be great or small, would be allowed out of the rent. When you went to pay your rent at the audit, perhaps you would have no rent to pay on that audit if you had built a building, and if it was up to the amount of the half-year's rent it would be paid in that way.

53,598. Over how long a period would that adjustment be allowed. How long would a tenant be allowed this use of the buildings without payment?—There never was any difference in the rent.

53,599. I will put it to you in this way: supposing the rent was 100*l.*, and 100*l.* worth of building was done by the tenant, how long would it be before he would wipe off that amount of expenditure?—Instead of the tenant paying his rent to the landlord, he would be allowed on the rent day.

53,600. Would he be allowed it all?—He would be allowed it. He would have no cash to pay on the rent day; if he built the building it would be counted as rent.

53,601. Would it be all allowed off in the first year?—It would all be allowed off in the first year.

53,602. It would not be spread over a series of years?—No, nothing of the sort.

53,603. When the tenant gets no compensation for hauling to the buildings, is that allowed in the rent?—No, the one acts with the other; the landlord agrees: he does not rise the rent, and the tenant does not charge anything for the hauling.

53,604. Would those additions be taken into consideration in fixing the amount of rent?—By an incoming tenant?

53,605. I mean the haulage; would free haulage be taken into consideration in fixing the rent?—The rent would never be altered, you understand; the rent would always remain the same on the estate that I was brought up on. This improvement is with the landlord; it is a mutual affair, and there would be no raising of the rent on the one side, and there would be no payment to the tenant on the other side.

53,606. When you first go into a farm, the amount of rent is fixed between you and the landlord?—Yes.

53,607. You would take into consideration the fact that you would have to do the haulage for drainage, would you not. Is it a perfectly well understood thing that you ought to do the haulage?—That was the practice on the estate that I was brought up on.

53,608. Then do you think that that fact is taken into consideration in the fixing of the rent?—The rent was fixed many years back.

Sir *John Llewelyn*—continued.

53,609. But I am only speaking of the time that you first went into the tenancy?—On the Doldowlod estate all the buildings and everything were put in first-class condition when I went on the Doldowlod estate.

53,610. Have you done any drainage?—No, nothing of the sort; all buildings and drainage were done on the Doldowlod estate at the expense of the landlord.

53,611. Haulage and all?—I believe that in some instances the haulage is paid for as well. In some buildings, are let by contract, and I am not aware that the tenant has to pay any increase.

53,612. You speak of a long series of abatements of 20 per cent. for eight consecutive years; had you any opportunity of going before the assessment committee and asking for a reduction in your assessment?—I have not had a reduction in my assessment.

53,613. Did you try to get it?—No.

53,614. You told us that in 1893 you had a permanent reduction of 10 per cent.?—Yes.

53,615. And an abatement of 10 per cent.?—Yes.

53,616. Have you asked for a reduction from the assessment committee on account of that 10 per cent. permanent reduction?—I have not done so yet.

Lord *Kenyon.*

53,617. Was the assessment in your parish arrived at by a valuation?—Yes.

53,618. And it would have no reference to the rent?—No, I should think not.

53,619. What union is it in?—Rhayader Union.

Mr. *Griffiths.*

53,620. By whom were these farms that you have mentioned sold. Were they bought into a large estate or were they bought by tenant farmers?—They were bought by some tenant farmers, but they were bought chiefly by men who sold a great deal of land to the Birmingham Corporation and consequently had a good deal of money.

53,621. What became of these men that were turned off their farms?—They have not been turned off yet.

53,622. Oh, they have not been turned off?—They have not been turned off or noticed. They have gone on just the same as if no sale had happened.

The witness withdrew.

Mr. John Campbell, called and examined.

Lord *Kenyon.*

53,623. You are a tenant farmer?—Yes.

53,624. Of 1,000 acres?—Yes, as near as may be. It might be a little more or a little less. I cannot say exactly.

Lord *Kenyon*—continued.

53,625. You are a churchwarden, guardian and overseer?—Yes.

53,626. You have a statement, I think—Yes.

Lord *Kenyon*—continued.

53,627. Will you read it?—I am John Campbell of Gwernarglwydd, Llanfihangel Nantmelan, Radnorshire. I am a farmer and churchwarden, guardian, and overseer. I farm 1,000 acres arable and pasture. I hold the land under Mr. Whittaker, of Newcastle Court, on a 21 years' lease. Where land is mortgaged to any great extent, the landlord cannot afford to assist the tenant with any improvements. Penybont Common, a large common of many hundred acres, could be properly cultivated for the benefit of this district. It is now used by sheep and pony men; the adjoining farms have the right of turn out. There is also Llandegly Rhos Common which could also be profitably enclosed and cultivated. I think it is better for the welfare of the tenant that the landlord should be resident. The 25th March is the usual date of entry to the land, and 12th May to the house. They are generally yearly takings. Under the terms of my lease I must not take two white crops in succession or sell straw, hay, or roots to go off the land. There is a penalty for breaking up grass on meadow land, or cutting down wood or saplings without leave. The rent was 250*l.* for the first five years, and 299*l.* 19*s.* 0*d.* for the remainder. It is now reduced to 200*l.*, and I have had 10 per cent reduction besides for the last two years, but it is still too dear. Rent is usually fixed at a gross sum. There is no uniformity of rents. The smaller the farm the dearer it is. Farms vary from 80 to 1,000 acres. Many of the holdings have been consolidated to save the expense of keeping up the houses; they have tumbled down and the population decreased. There is less labour. I spend 20*l.* or 30*l.* a year in manure, and more than the rent in corn and cake. There is land going out of cultivation since the distress. Crops did not pay for cultivation. There is much waste land capable of profitable reclamation. The landlord put up my fences and gates, and I have to keep and leave them in repair. He also put up a new building for me, but as it was it cost over 100*l.*, and I hauled the material, and he never charged one halfpenny of interest. I put up a new barn and thrashing machine at my own expense, and without consent from the landlord, and have done many other improvements. I think the Agricultural Holdings Act is of very little benefit, and I suggest that the tenant should be compensated by the landlord at the expiration of his tenancy for all improvements which are necessary and an advantage to the holding. In 1863 I took a farm under the late Mr. Gibson Watt under a lease for 14 years. I bargained that the lease should be sent to me to peruse and approve before I took possession. I was unable to get it and had to take possession without seeing it. After three months I was asked to sign a lease which was not drawn up in the terms of my arrangement and I declined to sign it. I then had six months' notice to leave, which I did, and I lost over 200*l.* by the transaction. I was afterwards summoned for shooting over the farms and allowing my dog to fetch a dead pheasant I had shot out of a wood. That cost me 2*l.* 13*s.* 9*d.*, a pretty dear pheasant.

Lord *Kenyon*—continued.

I think the railway rates are too high. I think that drovers should have a free pass when travelling in charge of cattle. There are a number of peasant proprietors who have inherited their holdings from their ancestors, and several tenants have bought their holdings. They compare favourably with the yearly tenants around them. The larger proportion of labourers live in the farm houses; there are few labourers' cottages. Single men are paid from 18*l.* to 26*l.*, married men in cottage 10*s.* to 15*s.* a week, with perquisites. My men I give 10*s.* a week to, and the cow grass.

53,628. One cow?—One cow. The tenants and their wives work hard on the farms. They are also helped by their children. Farming would not pay unless they did this. Many labourers have gone to the works in recent years. They get better wages. Trade depression first began 10 years ago, and has gradually been getting worse ever since. I think strikes have done a lot of harm. Over abundance of produce has reduced our prices, and I should like to see foreign produce marked. I also suggest a reduction of railway rates; also an improvement in the Agricultural Holdings Act, and the law of distress to be done away with I do not see why the landlord should have any preference over the tenant more than any other creditor.

53,629. You are acquainted with the Agricultural Holdings Act?—I have read it. The very fact of my building these houses myself is sufficient. I have never asked the landlord's consent, and I think they are a great improvement to the farm. Therefore I think it is necessary that the Act should be altered in that way—that they ought to be paid for at the end of the lease.

53,630. But why did you not ask the landlord's consent?—Because he was not within reach.

53,631. Not within reach of a letter?—Oh, yes, he might be with a letter. I did ask the landlord to put up some buildings, and he said he would do it sometime.

53,632. It is all very well in your case I daresay, but supposing a man were to put up a lot of buildings that were not suitable for a farm, without the landlord's consent, it would be rather hard on the landlord to have to pay for them?—I should think so. I merely want the law altered so that it shall be for what is suitable.

53,633. I merely want to know what is in your mind with regard to this Act, because we wish to improve it if we can. Do you think that the laying down of permanent pasture might be done without the landlord's consent?—No, I do not think so.

53,634. You think that the consent of the landlord should be asked for that?—I think so.

53,635. With regard to this law of distraint, you are acquainted with the law in Scotland,

Lord *Kenyon*—continued.

where there is no law of distraint?—That is the law of hypothec, and it is worse than the law of distress.

53,636. Do they not exact beforehand the rent in Scotland?—They do, and they make you pay two or three rents beforehand. If a man becomes bankrupt, the landlord comes in, and takes all the stock he can get hold of. They make you pay for what is not due, and they make you pay for two or three years beforehand.

53,637. That is not the case in Wales, is it?—No, I do not think it is.

53,638. Do you not think that is owing partly to a landlord having a preferential claim?—I cannot tell whether it is so or not.

53,639. If the landlord had no preferential claim before the others, would he not exact some sort of rent beforehand?—Very likely, and it would be better for the tenant to have to pay the beforehand rent: he would get his rent reduced, because he would get it for less money.

53,640. Would he?—I should say so. He would be a fool if he did not—if he paid for it beforehand without having it for less.

53,641. My point is that if a landlord had not some security he would probably exact the rent in advance?—Well, here is the land; the tenant cannot run away with the land.

53,642. He can do a good deal of damage to the land?—They ought to make a clause in all agreements to put him out if he does not behave himself.

53,643. In the last year of a man's tenancy he can make a farm of very little value?—That is possible.

53,644. Is a good deal of your 1000 acres hill land?—About half, very nearly, I believe.

53,645. Do you find the sheep have improved?—I have improved mine a good deal.

53,646. Have you been troubled with fluke at all?—No, not much.

53,647. With regard to the ponies, do you keep any ponies?—Yes.

53,648. Do you think they are improved or not?—Yes, they are.

53,649. Do you get a better price for them?—Yes.

53,650. Where do you sell them, at Builth fair?—Huntington fair I sell mine mostly, and Penybont.

53,651. What age do you keep them to when you sell them?—They are yearlings mostly.

53,652. What do you get for a yearling?—I have sold them at 10*l.*, and I have sold them at 5*l.*, according to the size, and according to the times and prices.

53,653. They would pay very well at 10*l.*?—They would pay very well at 10*l.* They do not pay much at 5*l.*

53,654. No. I sold one myself this year for 5*l.* You seem to have had trouble with Mr. Gibson Watt. We heard yesterday that he was a great agriculturist. What was it in your lease that you did not like?—He wanted me to be a gamekeeper, and I came from Scotland here to be a farmer.

Lord *Kenyon*—continued.

53,655. How do you mean he wanted you to be a gamekeeper?—He wanted me to preserve the game, and my bargain was to have liberty to shoot it whenever I wanted to shoot it myself.

53,656. You told him that before you took the farm?—I did. I put it in writing.

53,657. Why did he allow you to go in under those circumstances; he summoned you for shooting a pheasant?—Yes.

53,658. Were you under an agreement then?—I never signed the agreement.

53,659. You never signed an agreement or lease?—No.

53,660. As to the drovers having a free pass, was not that abused very much when that was the case?—I am not aware that it was. I never did it, and I have been driving many times.

53,661. Do you know other men who have abused it?—Never in my life.

53,662. You said that the allowance to the men is 10*s.* and cow grass, did you not?—Yes, and potato ground, and one ton of coal, and 1*l.* for the lambing season; that is his bargain.

53,663. You let him run his cow with your cows, I suppose?—No, he has a sort of bye-take. The farm was in two at one time, and he is living in the bye-place, and he has the cow going there.

53,664. But does he feed her in winter?—There is a meadow adjoining the cow place, and the hay is stacked there, and he has liberty to take what hay he likes.

53,665. What do you reckon that is worth to him?—I value it at a little over 15*s.* a week. He has a free house.

53,666. Yes, but I mean the cow; what is the cow worth?—I sold his butter for him here last year at 15*d.* to 16*d.* a pound, and sometimes I had 7 lbs. or 8 lbs. a week from him, and he had 3*l.* 10*s.* for a calf, and he has liberty to keep two pigs as well.

53,667. You say that you find labour is hard to get?—Yes.

53,668. Trade depression, you say, began 10 years ago; do you mean by that farming depression?—Yes.

53,669. Some put it earlier, do they not?—Well, it did not come much earlier for me. At that time I sold a 14 years' lease, which I had in Carmarthenshire, and I had 700*l.* for going away.

53,670. Was that under the Act?—No. Seven years before that I sold a lease for 47*l.* a year for seven years.

53,671. Did you sell the remainder of it?—Yes.

53,672. How long had you been there?—Five years.

Sir *John Llewelyn.*

53,673. I suppose, Mr. Campbell, you are not troubled with any game upon Gwernarglwydd?—I am not.

53,674. You have that in your own hands?—No, I have not. The game is let, but I am not

Sir *John Llewelyn*—continued.

troubled with it. I have liberty to shoot hares and rabbits according to the Act, and I take that liberty.

53,675. Is that Act sufficient for your protection?—Yes.

53,676. Have you had any instances brought to your notice, in this county, of religion interfering between landlord and tenant?—No, I have not.

53,677. You are all English-speaking, I think: there are no Welsh?—All in our neighbourhood speak English.

Professor *Rhŷs.*

53,678. I think you said that the peasant proprietors are better off than the tenant farmers. Did I understand you to say that?—I believe so. In my neighbourhood I know they are.

53,679. Did you distinguish between those who had bought their land recently at very high prices. Have you any such in your neighbourhood?—No, I have not.

53,680. Then they are people who have inherited it for some time?—Yes. Some of them have bought. One of my neighbours bought a small farm last year, and I know that he would have that farm now for less rent than what he has been paying for it.

53,681. He had money to buy it?—I believe so.

53,682. He was not obliged to mortgage it?—No, I do not think so. He had bought it at public auction.

53,683. He is better off than the tenant farmers of the same community?—A good deal, I believe.

53,684. With regard to the preferential claim of the landlord in this country, and as to the right he has of distraining for a year's rent, you do not approve of that?—No, I think not. I think it prevents the tenant from getting credit.

53,685. Have you considered another side of it. It has been suggested that if it were done away with, the landlord would exercise more care in the choice of tenants?—Very likely he would, and I think he would be quite justified in doing so.

53,686. He would be more careful to see that the man he selected was able to pay and was a substantial man?—Exactly.

Professor *Rhŷs.*

53,687. It is right to say that we have heard different opinions about this preferential claim of the landlord, but one of the officials of the Bankruptcy Court, who gave evidence before us in London, is, on the whole, of your opinion, I think. I have nothing more to ask you.

Mr. *Richard Jones.*

53,688. Is the lease under which you farm now a repairing lease?—No, I do not think it is. The landlord agrees to drain some for me, and he has done it free of expense. He gave me this new building without any bargain for it, after I was there; he saw that it was necessary. Before I took possession of the farm, the tenant who was there before me, I believe, held it for fourteen years for 500*l.* a year, and made more money then than I can do now.

Mr. *Richard Jones*—continued.

53,689. If he had bound you to the strict terms of your lease, you would have fared pretty badly would you not?—I do not know about that. He has not been strict with me at all; he has given me liberty to cut trees whenever I wish, for the good of the farm, for fencing and so on.

53,690. He has reduced your rent?—Yes, he has reduced my rent. If he had not reduced the rent I would have been in the union or in the asylum long ago, or somewhere else like that.

53,691. When did you take the farm?—About 10 years ago.

53,692. I suppose there is no desire for leases now, because it is too much of a speculation?—I do not know. I would not take a farm to-morrow without a lease.

53,693. You would not take one without a lease?—No, not from anybody—not even from my father, if he was alive.

53,694. Is it because you would not feel secure in your farm?—Exactly. I would not feel that I could lay out money to please myself, unless I had a lease that I was secure with.

53,695. I take it that that is an argument for security of tenure. You think that really there should be security of tenure, in order to make the best of a farm?—That is my idea of it.

53,696. And that there should be security of tenure without binding yourself to terms the same as you do under this lease?—Yes.

53,697. You say, I believe, with respect to improvements, that the tenant should carry out any improvements he liked, and should be compensated at the termination of the tenancy?—Yes; if it is to the advantage of the holding.

53,698. You would limit it to this extent, that he should be compensated for the improvements according to the value to an incoming tenant?—Exactly.

53,699. So that really you would abolish the first schedule under the Act, and you would have only one schedule?—That is all.

Mr. *Griffiths.*

53,700. Is your farm something like the generality of farms in the neighbourhood?—Yes; a hill farm.

53,701. Pretty near the same as to equality of rent?—I cannot say for that.

53,702. You say that the rents are very unequal in some places. Do you refer to the same estate, or do you mean upon different estates?—Upon different estates; they are not all alike.

53,703. Then is it a fact that the rent has been reduced, on this farm that you are in, from 500*l.* to 200*l.* a year?—It is.

53,704. And 10 per cent off that?—Yes; and now it is too dear according to the times.

Mr. *Griffiths*—continued.

53,705. Things cannot go on very long at that rate, can they?—Well, I am hoping that they will come better every year, otherwise I would have taken to moonlight flitting long ago.

53,706. How long have you been in this country?—Since 1863—here and there and elsewhere. I was five years in Sussex, and seven years in Carmarthenshire.

53,707. You have seen a little of the world?—Yes; I have been travelling about wherever I could pick up some bread and cheese.

53,708. You do not find it so profitable now as you did in years past?—No; nothing like it. I have to work hard now and get nothing. 1870 and 1871 were the best years I have seen.

53,709. I did not quite follow the answers you gave to our Chairman just now with regard to the cow pasture. Say that you have one labourer now who has not a cow pasture, and another who has a cow pasture?—One is a young man in the house.

53,710. Yes, but what I mean to say is, supposing you had two labourers living with you, one without cow pasture, and one with cow pasture, how much difference a week do you put it at?—I beg your pardon; I have only one married man working for me.

53,711. Quite so; but I wanted to know what the real value of this cow pasture is considered to be with farmers?—That I cannot say. Every man must make his bargain as best he can. I have made a bargain in Carmarthenshire for 9*s.* 6*d.* a week, with a free house and no cow.

53,712. But in Scotland I think they are rather different?—Yes; there were very few, when I was a boy there in Scotland, that had any cows for the labourers.

53,713. I do not think it is the case now in Scotland—the South of Scotland, certainly?—I do not know of any.

53,714. When the railway rates were revised a few years past, did not all of us expect to have things reduced a little?—I should think they ought to be; I think they are very unfair in many cases. The rates want altering a great deal. They charge me now at the present time from Liverpool about 15*s.*, if my memory bears me right, for oil cake, and 16*s.* 6*d.* for rice meal. The oil cake costs me 7*l.*, 8*l.*, and 9*l.*, and the rice meal costs me 3*l.* 7*s.* 6*d.*, and I think it is very unfair to charge 16*s.* 6*d.* for the rice meal, and 12*s.*, 13*s.*, and 14*s.* for the cake, which is, of all, the dearest.

53,715. You are a very experienced farmer. Do you know of any way of improving the pasture other than by using cake?—I do not know of any better way of doing it than by giving them corn cake on the grass and pastures.

Lord *Kenyon.*

53,716. Do you use bones at all in this neighbourhood on the grass?—No, I do not.

Lord *Kenyon*—continued.

53,717. I did not quite understand whether you thought that a lease was the best sort of security of tenure?—Yes, it is the best for me.

53,718. Do you think, if you get a lease with the terms you want, that it is the best form of security of tenure you could have?—That is my idea.

Mr. *Richard Jones.*

53,719. Have you any complaint to make about the local rates?—I would like to see a wheel and van tax put on to catch these show people that are going about the country. Then it would help to reduce our road rates.

53,720. Have your rates increased?—They have a little.

53,721. I believe in Scotland the rates are divided between the landlord and the tenant, are they not?—I believe they are.

53,722. Do you think it has worked fairer than the way it is arranged in Wales?—That I cannot say.

53,723. You see it is in this way: when you take a farm you take it on the understanding that there are a certain amount of rates?—Exactly.

53,724. And you make an offer of rent accordingly?—Yes.

53,725. Supposing that there is an increase in the rates, those fall on the tenant, do they not?—They do.

53,726. Do you think that they should be divided, the same as they are in Scotland?—I think that when there is an increase in the rates after the tenant has been in possession for a year or two, that the landlord ought to pay that.

53,727. When there is an increased rate?—Yes, when there is an increased rate I think the landlord ought to pay it.

53,728. Do you mean pay it all?—Yes, I think so. I do not think it is fair to the tenant that he should do so.

Sir *John Llewelyn.*

53,729. If you think so, would you give the landlord at the same time any increased voting power in voting those rates or refusing them, with regard to the increase or decrease in the taxation?—Yes, I would. I think that the man who has the money to spend ought to have increased power in his votes.

Mr. *Richard Jones.*

53,730. Which would you rather give, an increased power to the landlord, or would you propose that the rate should be divided between the landlord and the tenant, and give them equal representation?—That is a question that I would not like to answer, because some landlords would then vote that the tenants should have it all to pay.

Lord *Kenyon.*

53,731. Who has most to do with the settling of the rates, keeping them down?—Keeping down the rates?

53,732. Whose business is it mostly?—I do not know. I believe it is the magistrates. There is a board meeting held regularly, and they appoint the rates, what is to go to keep up the different payments.

53,733. We will not pursue that any further. Mr. Vincent asks: "Why did you go into Rad-"norshire?"—Just what I have already told you—to get some bread and cheese.

53,734. "Was it not because you thought "Radnorshire offered you better chances than "Scotland?"—No. My father bought a farm here in Radnorshire, and I thought I would go to New Zealand, if you want to get the real history of the case, and he did not wish me to go to New Zealand, and he wished that I should stay here, and Mr. Gibson Watt had sent over to my father to ask him if he had any sons that wanted farms. That is the reason I came into this country.

Lord *Kenyon*—continued.

53,735. Mr. Vincent's questions continued. "The law of hypothec is repealed in Scotland now, is it not?"—I believe so, or nearly. There is a great alteration I know.

53,736. "May I take it that you, at any rate, "regard farming as a pure matter of business?" —I have nothing else to depend upon.

53,737. "If that is so, then would not a "thorough law of compensation for improve-"ments meet all your requirements?"—Exactly.

The witness withdrew.

Mr. John Evans called and examined.

Lord *Kenyon.*

53,738. You have been a tenant farmer?—I have been, to within five years ago.

53,739. Where do you live?—At Gwystre, Nantmel.

53,740. Would you read your statement?—Yes. I have been 24 years a tenant farmer, up to five years ago. Since then I have been farming my own property. My farm is 100 acres. I give evidence for Penybont district. My land is situate in two manors, viz., Iscoed and Swydd Neithon. I think those are the correct names, but I am not positive. I believe it is Swydd Neithon, but I am not sure about the correct pronunciation of it. I am not aware of any courts being held. Where the land is encumbered the landlord cannot assist the tenant, as he should do, nor is there the same security for the tenant; he does not feel so safe. Some of the glebe land is managed very badly. Swyddneithon and Iscoed were inclosed about 20 years ago, I believe by Act of Parliament. Recreation grounds were apportioned. The land is not used for that purpose, but is let by the vicar in most instances. Rhoswydd Common, which is still uninclosed, is well adapted for cultivation, and would grow good corn and other crops if properly drained. The right of sheep, cattle, and pony runs is vested in the adjoining occupiers. I am not aware of any payment. The adjoining farms consequently command a higher rent, and there is very often a bad feeling existing between neighbours owing to disputes arising out of rights of turn-out. In my opinion it has a bad effect on sheep farming; they get put too thick on the common, and it gets overstocked. I think as a rule the large estates are managed the best. Where landlords live on the estate the management is generally better, but it depends a great deal upon the agent. If the tenant differs from his landlord in religion or politics, he is not as well favoured as one who agrees with him in these, in my opinion. I could not bring any evidence to prove this; it is only my own private opinion, but I am bound to express that opinion as I give my evidence here. In many instances the gamekeepers have no special training.

Lord *Kenyon*—continued.

The tenancy of the land on a farm generally commences on the 25th March and of the house on the 12th May. There are very few leases; the taking is generally a yearly one. There is no great demand for leases, the tenants are not sure enough of the future. I have had to give up land required for the purpose of being planted with trees, but no notice was given me. The tenant is seldom compensated for damage done by timber falling. It is usual for tenants to do two days' hauling for the landlord when required. This is often specified in the contract. Rent is usually fixed at a gross sum. There is no uniformity in the rents; they depend a good deal on the landlord or his agent. I believe the rent of the smaller tenantry is higher per acre than of larger farmers. The average rent of the upland farms is about 10*s.* per acre, and of low-land farms from about 15*s.* to 20*s.* Pasturage rights are taken into account when rents are fixed. The landlord gets the benefit of these, not the tenant. Tenants have to contract to give evidence for the landlord in case of prosecution for trespass, to warn off trespassers, and to virtually act as gamekeepers. I have my agreement here to show this. I have two agreements—one for the Doldowlod estate and one for the Llwynbarried estate.

53,741. We have seen the Doldowlod agreement?—Mine would be the same, I suppose. There is one for the Llwynbarried estate; I think they are nearly the same. Rents have been doubled within the last 50 years. For instance my father took a farm about 52 years ago at 70*l.* In 14 years it had risen to 100*l* and in a few years to 130*l.* then to 140*l.* It was then valued, and the rent raised to 150*l.* Then there was a dispute between two would-be tenants, and it

Lord *Kenyon*—continued.

was let at 150*l.* The rent is now 150*l.* That is double the former rent of 50 years ago. There have been many temporary abatements of rents on the well-managed estates, and some permanent reductions. These were generally compulsory. The change of rents seldom depends on a revaluation. The rent is paid from two, three, and four months after it becomes due. The preferential claim for rent weakens the tenant's ability to obtain credit. Tithes paid by the landlord are repaid by the tenant. The tenant sometimes pays land tax. I had to pay it on the Llwynbarried estate, but not on the Doldowlod. The tenant pays local rates. Income tax is paid by the tenant and deducted from the rent. Farms run from 30 up to 400 and 600 acres. Many holdings have been consolidated, and chiefly to save expense of keeping up buildings. The consequence is the land does not produce so much as it did in smaller holdings, or keep so much stock, nor are so many labourers employed. I do not think it has affected the rent, but it has reduced the population and the number of inhabited houses. Many of the houses have become uninhabitable, and others are turned into buildings—not very many, but a good few have been. There is at times a scarcity of labour, but at present there is not enough money in farmers' pockets to pay them. The fences, drainage, &c., are not so well attended to as they should be. Some land has gone out of cultivation, and much is insufficiently cultivated for want of means. There is much waste and boggy land capable of being reclaimed. There is less arable land than there used to be, and an increase in root crops. There is less fallow now than there was and more roots. Corn and dairy farming has gone out, and stock farming has taken its place. Grain is grown to keep stock on, but not so much for the market. The landlords fence and drain and put up buildings, on the tenant paying interest on the amount laid out at from 5 to 6½ per cent. The outgoing tenant is allowed one-fifth of tillage land for off-going crop, nothing for tillage and cultivation, but he is for the seeds sown the spring previous to quitting. He has also one field for grazing. Tenants do not often try to get compensation for improvements owing to the difficulty in doing so. The Agricultural Holdings Act is of little use. There is not much game preserving in my district. In many instances many of the tenants do not avail themselves of the Ground Game Act, owing to their being afraid to offend their landlords. Little fruit cultivation or poultry farming is done. There is instruction by the county council in butter making. The high railway rates seriously increase the difficulty of farming, and rates are much too high. It is difficult to get stock to other markets. There are few small freeholders who have inherited—they have decreased. Not many have bought their own holdings lately. I do not think their position has improved much. Tenant farmers and their wives do all the work they can and their children help them without wages in most instances. They cannot afford to employ

Lord *Kenyon*—continued.

hired labour; there is a larger proportion of labour by members of the household than by hired servants. There are more labourers living in farmhouses than in cottages. The wages are from 20*l.* to 25*l.* for men, and 12*l.* to 18*l.* for boys. The wages are about three times as high as about 50 years ago. On the whole, cottage accommodation is better. Most cottages have gardens attached, and in many instances small holdings are attached, but the payment is extra. There has been a deal of migration to the works during the last 50 years. The last depression began about nine years ago, increasing about four years ago. Over production and foreign competition are chiefly the causes. The chief remedy is the reduction of rents. I wish to add that I believe it is the increase of brain power—the increase of the work of it rather—that has brought steam to bridge the Atlantic, and made the quick mode of transit that is bringing foreign produce into this country in such quick time and at such a low rate. It has caused the levelling up of prices all over the world that the tenant farmer feels so much, but not with regard to the land. The land has not had its levelling up, but the prices of the produce of the land have been levelled up, and the land has not been levelled accordingly to meet it. What I, as a tenant farmer, do think, is, that the great problem to be solved is how to level the land to improve them, because we have a levelling of prices all over the world, and the land has continued in some instances nearly at its old rent in this country. The tenant has had his burden to bear and he has borne it as long as he can, and I believe the landlord will have to go and do his share. With the aid of machinery, and the bone and sinew of young men having gone out of this country to America, the Colonies, and South Africa, corn is produced much cheaper than we can do it, and is brought here cheap. Then as we have spoken about the rates, we have to keep the casuals, who amount to about 200 in a fortnight in some of our workhouses, and we have to feed them all. As the rent is now, the land cannot be made to pay, with this foreign production, and I believe if the land were lowered to a reasonable rent that there would be more production at home, and more money would stop in the country. That is my opinion as a farmer, my Lord. I have nothing more to say.

Lord *Kenyon.*

53,742. I suppose you wish Rhoswydd Common to be inclosed?—It is capable of producing corn and crops of every kind. It is fairly good cultivated land.

53,743. You say that its being uninclosed leads to disputes, and that it would be a good thing in your opinion to inclose it?—It would.

53,744. You said with regard to the glebe land, that it is managed very badly?—Some of it.

53,745. What do you mean: is it let, or what?—It is let, of course.

Lord *Kenyon*—continued.

53,746. Who manages it badly—the tenant?—The tenants when it is managed badly.

53,747. Why should he manage the glebe land worse than any other?—There are different reasons for it which I cannot explain now.

53,748. I want to get at the bottom of that; I do not see why glebe land should differ from any other land?—A clergyman is the life owner of it; he does not want to spend any more than he can help for his life, and if he does not spend, and does not keep the buildings and so on in repair, the tenant is also the same.

53,749. That would be exactly the same in the case of any tenant for life, would it not?—No, I do not think it would. An owner of property has got an heir to come after him: a clergyman has not.

53,750. There is a point in that?—It differs a good deal.

53,751. Do you not think it is because the glebe land owner is rather a small landowner, and that he has not much capital to fall back upon?—I do not think that at all. I do not think that makes any difference. But some of them manage very well; it is not all that do badly; some of them manage the glebe land very well.

53,752. You say that in the case of these two commons that were inclosed, recreation grounds were apportioned?—Yes.

53,753. You say that the land is not used for that purpose, but is let by the vicar in some instances: you mean by the vicar and churchwardens, I suppose?—Yes; I know different plots of the kind.

53,754. I mean, I suppose you do not suggest that the vicar takes the rent that he gets, for his own pocket?—No, I do not suppose that. I think it is divided as a charity.

53,755. Exactly, applied to the poor, and so on?—Yes, certainly.

53,756. Because, in the way you left it, it might be supposed that the vicar kept it, and I do not suppose you mean that?—No.

53,757. Do you say you have had no notice or compensation given for land taken for planting?—That was a mistake on my part. I believe I had compensation, but when I looked over it after, I found it different in the statement.

Sir *John Llewelyn.*

53,758. It was no mistake on your part. You put it perfectly rightly; you did not say you had no compensation?—It was put in, in that way in my statement, and after I looked over it I believed I had. I had one piece of land for the other.

Lord *Kenyon.*

53,759. You only say that no notice was given?—No notice was given.

53,760. You do not say that you had no compensation?—No.

Lord *Kenyon*—continued.

53,761. Then, you say that pasturage rights are taken into account when the rents are fixed, and the landlord gets the benefit and not the tenant?—I think so.

53,762. How is that?—According to my judgment, it is so. If I owned a farm *here*, and had a right of common *here*, what would the man who applied for it as a tenant do? He would have nothing to do with that, and the rent would be fixed according to what it would be worth, turn out or not.

53,763. But does not the tenant make use of these pastures?—Certainly. He has to make use of it.

53,764. Would you rather do without them?—Oh, no. I have known a man pretend to buy a pony, to take it out on a common, in order to keep the right. He had to do it to please the landlord.

53,765. Do you mean that the land does not actually belong to the landowner, and he has only got these rights of turning out?—I do not know anything about the rights of property.

53,766. I mean to say, I suppose any man has a right to charge a rent for what belongs to him?—Yes, and when a man has a right to turn out, that adds to the value of the farm.

53,767. It goes with the farm?—Yes, it goes with the farm, and adds to the value of it.

53,768. I only wanted to understand why it should be suggested that the benefit only goes to the landowner?—The man should get it when he pays a higher rent for it.

53,769. He has a right to turn out there?—Yes, he has a right to turn out there, but if he has to pay his landlord for it I do not see that it is of any benefit.

53,770. I suppose he can give it up if he likes?—It is an accompaniment of the farm, like a man's wife.

53,771. Then, you say, that the permanent reductions are generally compulsory. I suppose you mean that the tenant applied for them?—Yes, that is what I have found.

53,772. Well, nobody would reduce their rents unless they were applied to, to reduce them, I suppose?—No, I believe not.

53,773. Do you know of any case in which landlords have charged from 5 to 6 per cent. interest on buildings?—I have paid it on drainage and fencing.

53,774. Yes, drainage and fencing?—Yes.

53,775. Do you know of any case with regard to buildings?—No, I do not know on buildings.

53,776. It would be unusual, I think?—I do not know of it on buildings.

53,777. You correct it to drainage and so on, do you?—Yes, I had to do it; and I took the farm according to it; and the worst of it was, I took the farm to be thoroughly drained, and it was drained by a Government company, and in good faith the landlord and the agent had the drains laid by the Government engineer. He did not understand the land, and it was not half dry, and I paid the rent for the land that ought to have been thoroughly dry, for 20 years. Then at the time when Lord Beaconsfield's Agricultural

Lord *Kenyon*—continued.

Holdings Act was passed, I had to contract myself out of that agreement, to get out of the Agricultural Holdings Act, or leave the farm. That was the fact. Then I could get no compensation for this land being undrained, and the land has been re-drained since I left the farm. The steward is present now to contradict me if I am wrong. But the landlord and agent did it in good faith, and they thought they were doing right, but they were deceived, and so was the engineer; it was not half dry.

53,778. Did they lay the drains too deep?—Yes, too deep; and too far apart—11 yards apart, and 4 feet deep.

53,779. I have heard of places where they have had to cut through the solid rock to lay the drains?—The landlord and the agent were quite honest in their intentions, and the landlord had to suffer worse than me, because he had to re-drain the land; but I had to suffer because I had to sign out of that agreement to get out of Lord Beaconsfield's Agricultural Holdings Act, and so I lost all advantage that I should have had in the way of compensation for that.

53,780. Did you pay as much as 6½ per cent.?—I did; or at least I was told it was that.

53,781. Are you acquainted with the 1883 Agricultural Holdings Act—call it Mr Gladstone's Act if you like?—No; I am not acquainted with that Act.

53,782. Do you think that might be improved?—I could not say anything about that without studying it.

53,783. You have not studied it?—No.

Mr. *Griffiths.*

53,784. Are not the landlords oftener changed upon glebe lands than they are upon other estates?—I suppose it is so.

Lord *Kenyon.*

53,785. Vicars do not always remain for life?—No; and sometimes not for 10 years.

Mr. *Griffiths.*

53,786. Is the rent often advanced on glebe lands?—Oh; I could not tell you anything about the rent. I cannot tell you anything at all about that.

53,787. You say that there are disputes often about this mountain land?—Not very often; but they arise occasionally.

53,788. Is there not a common shepherd. We have heard of a common shepherd being employed?—Not about here.

53,789. Would not that be a better system?—I could not say; but it is not so about here.

53,790. The sheep would not be disturbed so frequently?—Well, it is fairly well; but there is an old saying that one man cannot serve two masters. He will like the one, and hate the other.

Mr. *Griffiths*—continued.

53,791. But they would be all in common?—But there are two masters, nevertheless, and you never saw two objects that you could place the same affections on yet—not two women, surely. You shall hire a servant, but with two masters he is sure to like the one more than the other. He may be a conscientious man, and he may do honestly, but it is not so here.

53,792. Are we to understand that, although you cannot prove it, there is really a difference made by politics and religion in regard to the tenants?—Yes. If I was confronted and asked to prove that, it is beyond my power to do so; but, nevertheless, I have a conviction, for I know I have been pointed out as a sinner a good many times about certain things, and indeed I have been told about things, well, scoffed at, in fact.

53,793. Do you know of any loss that has ever arisen to a tenant by the agent not being an experienced man?—No, I do not; but in my experience some of them have been too sharp for me—too much experienced; that is my biggest loss.

53,794. Was that owing to their good training?—I cannot say; yes, I suppose it is.

53,795. Do you say you have never obtained damages for timber hauling?—Well, I have never had anything worth talking about

53,796. Is there much damage done?—Sometimes.

53,797. Is there no agreement made with the timber merchant?—Well, I could not tell you much about that.

53,798. You cannot say whether the tenant has applied for damages for so doing?—No, I know of small cases where damage was done, and where there was none at all; but, as a rule, on a well-managed estate I believe they do get damages, but it is generally a secondary consideration like.

53,799. Your experience with regard to rents is quite the reverse of that of the last witness. We heard from him of rents being reduced from 500*l.* to 200*l.*, but here you mention a case where the rent was raised from 70*l.* to 150*l.*?—Yes, and 160*l.* once, and back to 150*l.* I farmed that farm myself, and I gave it up to have it lowered.

53,800. Was there much money laid out by the landlord during that time in the way of building or draining?—No; there was once, but that was long after the building. It was an understood thing when it was taken that the building was to be put up.

53,801. At the first rent?—Yes.

53,802. The building was not put up 50 years ago, was it?—Well, it was in 1852, the first year of the tenancy however.

53,803. Is money to pay for labour at the present day scarcer than labour itself?—I think so, if I give my opinion. That is why I do not employ any.

53,804. Would you employ more on your farm if you had the means of paying for them?—I have enough with my own family to work it.

Mr. *Griffiths*—continued.

53,805. Do you pay them ?—No, or else I do not know how it would be.

53,806. What do you give them for their work then ?—Oh, just food and clothes.

53,807. You are a freeholder, I see. I suppose you will be able to stock and put them out on a farm when they get married and leave you ?—Well, I do not know about that.

53,808. You say the tenants do not avail themselves of the Ground Game Act. Why is that ?—Well, I am under the impression that they do not like to offend their landlords, and there are plenty besides me that think so too.

53,809. They do not wish to offend them ?—No.

53,810. They would rather let the thing go than offend them ?—Quite so.

Mr. *Richard Jones.*

53,811. Have you stated why you left the farm where you were a tenant ?—I gave it up to have it lowered in the rent and they would not lower it. Mr. Watt took the farm in his own hands and re-drained it—well washed its face—improved the look of it rather, and let it again, and he would not lower the rent for me.

53,812. What rent were you paying for it ?—I was paying 15*s.* and 16*s.* an acre, I believe, it would be.

53,813 But how much would be the total sum ?—86*l.* 6*s.*, or something like that.

53,814. How long did he keep it on hand ?—Three or four years, I believe.

53,815. When was that ?—About nine or ten years ago, ten, I think.

53,816. What is it let at now ?—I cannot tell you now—I cannot say.

53,817. Did he try to let it after you gave it up ?—No, I do not think he did.

53,818. Then you bought a farm ?—No, I took another one; then, as the times got worse, I gave that up to have it lowered. It was lowered once 10*l.*, and I wanted it lowered another 10*l.* I was out 300*l.* or 400*l.* by it then. I took it in a bad state. It was let at 150*l.* when I left it, and I was paying 140*l.* That is why I left that one. Then I had some small bit of land of my own, and my father allowed me a bit and something, and so I went to vegetate upon that.

53,819. Then you bought a farm ?—No, I had some of my own, and my father had some small place adjoining. I had that on my hands then, but I left that last farm because they would not lower the rent

53,820. And if you had not some private resources you could not have paid for this place ?—No, certainly not. I had the farm in a very bad state, and I laid a good bit of money out on it.

53,821. How do you think farmers manage who have not capital to fall back upon then ?—I do not know; it must be bad; but now I believe that farm is worth 20*l.* a year less than when I left it, and that is only 6 years, I think, this May. I believe in my estimation it will be worth 20*l.* a year less in the 16 years.

Mr. *Richard Jones*—continued.

53,822. What amount is the tenant paying for it ?—150*l.*; I paid 140*l.*

53,823. Is there anything beside the state of the buildings on glebe land which prevents the land being properly cultivated. Is the rent of glebe land higher, as a rule, than that of other land ?—No, I do not think it is; not that I am aware of; as far as I can tell, I do not know that it is; I could not say very much about it.

53,824. But you find that farmers on glebe land are more reluctant to lay money out on the farm ?—I am under that impression, but I cannot say positively.

53,825. Do you think the agents, as a rule, are practical men; men who are acquainted with the value of land ?—They may be acquainted with the value of some land, but they have got to get their experience like everyone else. An agent coming from another neighbourhood cannot tell exactly the land in this one.

53,826. They have to get it second-hand ?—They have got to get it by experience. He may be a very good judge of land in his own neighbourhood, and know how to manage it every way, but when he goes to another place he does not understand it. The land requires different management.

53,827. Do you think that a landlord ought to have an agent in every parish ?—Oh, no, I do not think that at all; nothing of the kind, but what I mean is this—there may be some hardship arising to some of the tenants before the agent has acquired his experience. Of course he would not be long, but there may be some hardship to some of the tenants. When a farm may be to let, if he did not thoroughly understand the nature of that farm, he would not know how to treat with a tenant.

53,828. Do you think that an agent, who is a lawyer, is ever likely to gain experience of land ?—I cannot say. Lawyers know everything, too.

53,829. But do you think that a lawyer is a desirable man as an agent, generally speaking ?—Well, I have heard it said that he is a very good landlord, but a very bad agent. I do not know about that. There is a good deal in the temperament of the man, I think.

Professor *Rhŷs.*

53,830. Where is Rhoswydd Common ?—Close by Penybont, the other side of Penybont the eastern side.

53,831. Your land is in two manors, I think, one being Iscoed ?—Yes.

53,832. Who is the lord of that manor ?—I believe it is Mr. Watt; the late Mr. Watt. I am not sure.

53,833. And the other is Swydd Neithon. Who is lord of that manor ?—He is lord of that manor, I know.

Lord *Kenyon*—continued.

53,834. Who is lord of that manor?—Mr. Watt, I believe; the late Mr. Watt.

53,835. You live at Gwystre?—Yes.

53,836. In Nantmel?—Nantmel.

53,837. Of course you know your neighbours. Are there any Welsh-speaking people among them now?—Very few now.

53,838. There used to be more?—More. Not many in that neighbourhood for 50 years. Welsh has not been spoken as a language there for 50 years.

53,839. Then language makes no difference?—Not a bit.

53,840. But you said just now that you were scoffed at. I did not quite catch what you meant?—Well, for my political opinions; but I do not think that I ever did really receive any injury through that.

53,841. The majority of your neighbours were of another way of thinking?—A few of them; but I do not think I ever did receive an injury through that.

53,842. What sort of gamekeepers do you think the farmers make?—Oh, pretty fair and good—killing when they can, perhaps.

53,843. Do they kill all the game?—No, I do not think they do.

53,844. Do they leave any game at all?—Oh, yes, some of them do.

53,845. Then there are some, I think you said, who are afraid to kill any?—Well, I believe there are.

53,846. On what estate?—On the Doldowlod estate. I have known tenants there, however, who did not kill any game when I was a tenant there, but perhaps it is altered now; I cannot say.

53,847. You think they were afraid to avail themselves of the Ground Game Act?—Well, "afraid," perhaps, is too strong a term, but they did not like to offend their landlord any way.

53,848. Were there any shooting tenants on any of these estates that you know?—No, I do not think there were.

53,849. Many gamekeepers. I suppose not?—Well, there were two or three on the estate, or used to be. I do not think there are so many now. I think things have altered a bit in that way.

53,850. The farmers act as gamekeepers themselves?—No, not so very much, but you can see by my agreement what the farmer was expected to do.

Lord *Kenyon.*

53,851. It is the usual clause?—The usual clause, I suppose.

Professor *Rhŷs.*

53,852. You were a freeholder. I forget whether you said you bought your land or not?—No.

58,853. You inherited it?—No, I bought part and my father bought the other.

Professor *Rhys*—continued.

58,854. You inherited some and you bought the other?—Yes.

58,855. With regard to these freeholders, what happens to their estate when the children want each a share; how do they usually deal with the small freeholds?—It is according to the number of children a good deal. If there is a large family, in some instances there is money accumulated that goes to pay them off, and one keeps it, but very often it has got to be sold.

53,856. Got to be sold in order to divide the proceeds?—Yes.

53,857 That does not look very much like a permanent class of farmers, does it?—Well, there are a good many freeholders here round this neighbourhood that have been so for different generations.

53,858. How have they managed it?—I do not know; they do not seem to have had very large families, or something; but those who have purchased their farms when land was dear, I think, are no better off than a tenant farmer.

53,859. Are they as well off?—Well, I think not.

Sir *John Llewelyn.*

53,860. You say you have been scoffed at for your political opinions?—I certainly have.

53,861. So have I, very much. I hope you do not mind it?—Not a bit.

53,862. But I was going to ask you really a serious question, and that is this: do you not think that the Ballot Act is a complete protection nowadays?—Oh, certainly.

53,863. You think it is?—Yes, if they can keep their own secret, certainly; but then that is another case. If you want to come forward, and you have a cause at heart, and you think it is a good one, and you wish to support it, you cannot be under the Ballot Act altogether.

53,864. Quite so. If you choose to publish your opinions, you have a right to do so?—Yes.

53,865. Do you allege that there have been in the past any evictions on account of political opinions?—I could not prove that.

53,866. Not in this neighbourhood?—I could not prove that. I may think what I like, but I must keep that to myself.

53,867. But at present, if a man chooses, the ballot is a complete protection to him?—Certainly.

53,868. With regard to your own holdings, are you the owner of more than one holding?—Two small places.

53,869. Do you let one of them?—No.

53,870. You hold them both?—Yes.

53,871. And when you say that the smaller holdings rent higher than the larger holdings, do you take into consideration interest upon the buildings?—Oh, no; there is more competition for a small holding than a large one. There are more men of capital to take a small holding than a large one.

53,872. What do you consider is the best size for a holding?—I could not say exactly; it is according to what class of land it may be. If it

Sir *John Llewelyn*—continued.

is tillage land or land capable of being tilled, a 100-acre farm is enough for any man.

53,873. To make a good living upon?—Yes.

53,874. The rent of that land would be more per acre than the rent of a larger farm?—Yes, certainly.

53,875. Because of the larger buildings in proportion to the land?—Well, I think the competition is so much keener; that is what I think.

53,876. That is exactly what I was going to put to you. You think it is principally on account of the greater competition?—Certainly; there are ten for every one of the others.

Mr. *Griffiths.*

53,877. You mentioned just now that you considered, as to the farm you held, that the rent was now 20*l.* less in value than when you had it?—I do, and the agent is present. He hears what I say.

53,878. How do you account for that; for what reason; is it the depression?—No, not the depression.

53,879. Then what is it?—I mean not altogether the depression, anyway. It was bad then; things were low then; but the farm is in worse fettle now than then.

53,880. It has gone back, you think?—Yes, certainly.

53,881. But the tenant pays 10*l.* more than you paid?—He did, unless he had it lowered. I do not know that he has; I cannot say.

53,882. Do you know if he has had any abatement of rent?—I cannot tell you that. I cannot say whether there is an abatement or not. I am not sure about that.

53,883. Otherwise he is paying 30*l.* a year too much?—Yes.

53,884. He is not likely to last long, is he?—That is according to my judgment; that, perhaps, is not correct.

53,885. Just one question more. Is it the fact that tenants are often now asked to stop at home, and not to go and vote at all under the Ballot Act?—Well, I could not say about that, I am sure.

53,886. We have heard several cases in different neighbourhoods that we have been in, but it is not the case in this neighbourhood, is it?—Well, I could not bring you proofs. I have my own knowledge; I do a little bit in electioneering myself, and I understand the run of it pretty well.

53,887. You may be guilty of the same thing, then?—No, I never did a mean thing. I do not care if the worst I ever did in electioneering was disclosed here; but I will do all I can in a fair way.

Lord *Kenyon.*

53,888. I have some questions to put to you by Mr. Vincent. "Do you mean to say that it "is a general custom to make tenants do a "couple of days haulage for the landlord?"—Well, it is sometimes done. It is not always done.

Lord *Kenyon*—continued.

53,889. "Can you mention any considerable "estate on which this custom exists, or is "enforced?"—Doldowlod and Llwynbarried. You have it in my two agreements.

53,890. Is it enforced?—No.

53,891. Does it exist or is it enforced?—Not always, no.

53,892. You have known instances of its being enforced?—Well, I could not say enforced, perhaps, but they would ask him to come, and if he refused, perhaps there would be nothing wrong about it, but they would be pleased better if he did come.

53,893. Still, it was in the agreement which you signed?—Yes, it was in my two agreements there.

53,894. "Do you mean to say that it is the "regular practice on large estates to charge "interest on improvements?"—I could not say about many estates, but I know that I have had to pay it.

53,895. You qualified your evidence as regards that. You said it was merely drainage and fencing?—Yes.

53,896. "Will you name any estate on which "tenants are afraid to exercise their rights "under the Ground Game Act?"—I should put my foot in it if I did that. I know all about things, but I should put my foot in it if I did that.

Professor *Rhŷs.*

The witness has partly answered that. He said he could not prove it.

Lord *Kenyon.*

53,897. Then I have a question by Mr. H. L. Stephen. "Are you aware that it is the duty "of the diocesan surveyor to see that the vicar "keeps glebe land in a good state of cultiva-"tion?"—No, I did not know that.

Professor *Rhŷs.*

53,898. Then you are not aware whether the surveyor does it?—No, I do not think he does in all cases.

Lord *Kenyon.*

53,899. These are some further questions by Mr. Vincent. "Was the farm you gave up one "on the Doldowlod estate?"—The first one was on the Doldowlod estate; the second was on the Llwynbarried estate.

53,900. You did give up one on the Doldowlod estate?—Yes, with the intention of having it lowered in rent, and they would not lower it, and I had to go. That was about it.

53,901. "Did you not allow that farm to get "into a wretched state?"—On Doldowlod?

53,902. Yes?—No.

53,903. "Had not the landlord to farm it for "some years to get it into a proper state of "cultivation?"—Not a bit of it, in my opinion

Lord *Kenyon*—continued.

53,904. Did he farm it for some years?—He did farm it, but he farmed it lighter than I did; his manuring was as light as mine, or rather lighter; of course he put a face on it and re-drained it and that.

53,905. "Is it now held by a tenant who "is satisfied to pay a higher rent than you "did?"—I do not know anything about the tenant now.

53,906. Does he pay a higher rent than you did?—I cannot tell you what he pays.

53,907. "How did you arrive at the con- "viction that religion and politics make a "difference, if you have no facts on which to "base the conviction?"—I cannot say that I have no facts, but I cannot put facts before you. You know things very often when you cannot put facts before another.

53,908. What is your answer then; that you have facts, but you cannot state them. Is that it. It is difficult to answer, is it not?—It is.

53,909. Then, "How much per acre did you "pay as a tenant?"—About 15*s.* an acre, as far as I can remember.

53,910. "How much per acre did you receive "at that time as a landlord?"—40*l.*

53,911. For the 100 acres?—No, I did not understand the question.

53,912. Mr. Vincent asks: "How much per "acre did you pay as a tenant," and you say 15*s.* Then he asks: "How much per acre did "you receive at that time as a landlord for your "own holding?'—1*l.* an acre, near enough; not quite 1*l.*, but going on to 1*l.*

Mr. *Griffiths.*

53,913. Was it the same quality of land?—No, certainly not.

53,914. Which was the best land?—My own.

53,915. Your own was best. Then you consider it was worth 5*s.* an acre more, do you?—Yes, certainly. I did not put the rent for that; the sitting tenant was paying the same rent before I had it.

53,916. Would you have remained on this farm if you had had the rent reduced?—Yes, I believe I should.

53,917. Did another man come forward and offer a higher rent, or what?—I cannot tell you about that, or whether they meant to re-drain it, or what; I cannot tell you.

53,918. But would it not be a good thing to have some place to appeal to when a tenant stops on a farm and farms it well, instead of being obliged to quit in this way?—I think it would, certainly.

53,919. Some outside authority to settle a question of that sort?—Yes.

The witness withdrew.

Adjourned for a short time.

Mr. James Davies called and examined.

Lord *Kenyon.*

53,920. Is this statement that you have handed in correct?—Yes.

The following statement of the witness was read:—

I live at Whitehall, Aberedw, and am a farmer. About 32 years ago I rented a farm called Newhouse, Llanfareth, from the Rev. Jones Thomas, as yearly tenant. It was about 140 acres in extent, and included a good deal of woodland. The rental was 90*l.* a year. It was afterwards reduced by 10*l.* The house was not in good repair, and the buildings were as bad as they could be. The roofs were open to the sky, and the wet came in. The landlord afterwards repaired them, and I did all the hauling; the lime I got from New Radnor, a distance of 13 miles, and the slates from another place 9 miles away. I did not get a penny for all this. A few years afterwards the landlord started building a new house, although I would have put up with the old one, and I hauled all the materials for it. I got only 12*l.* as compensation for this, and I was promised that I should not be turned out as long as I liked to remain there, but about seven years ago the landlord died and the property was sold, and I had notice to leave. I applied for compensation for the hauling, but could get nothing and had to go. I laid a good deal of money out on the farm at one time and another, and left it in a much better condition than it was when I took it. I consider I did more than 100*l.* worth of hauling to the house alone.

Lord *Kenyon*—continued.

53,921. You say that is correct?—There is one thing I wish to correct. I have been looking over my accounts and I find it is 9*l.* allowed instead of 12*l.* for the haulage.

53,922. Who was the landlord who sold the property?—The Rev. Jones Thomas.

53,923. Who was the landlord who bought it?—William Thomas, of Hendre Einion.

53,924. Did William Thomas go and live there himself?—His brother occupied it after I went.

53,925. He put his brother in?—Yes.

53,926. Did you ask him to let you remain there?—I did.

Lord *Kenyon*—continued.

53,927. Did he say he could not?—He said he wanted it for his brother.

53,928. Did you get any compensation for your improvements?—I find I got 9*l.*

53,929. Did you get anything when you left? Not a penny.

53,930. Did you send in any claim except for haulage?—Nothing but for hauling.

Sir *John Llewelyn.*

53,931. When was the sale?—About six years ago; something about a year after the Reverend died.

53,932. Did the Rev. Jones Thomas die?—Yes, he died suddenly.

53,933. His executors sold?—Yes, I suppose so.

53,934. What was the amount of your claim? I did not send any amount. I asked them if they would allow me something towards it, because the Reverend Gentleman said I should never be turned out as long as I had a mind to keep it. I had no written agreement.

53,935. He did not turn you out as long as he lived?—No.

53,936. For what did you claim?—Hauling towards the new house and buildings.

53,937. Anything else?—No.

Lord *Kenyon.*

53,938. You had 26 years enjoyment of your new house?—Not of the new house; half the time, perhaps. I find it is in my accounts in 1881, but it was built before.

53,939. Do you know what the rent is now?—No, I cannot say. It is between the two brothers.

Professor *Rhys.*

53,940. I think you said you had no written agreement?—No, I had no agreement for hauling at all. It was the custom, I believe, for tenants to haul for any repairs. There was no agreement.

Professor *Rhys*—continued.

53,941. You think the haulage you did came to about 100*l.*?—Well, it would not be done for a good deal more in these days now.

53,942. Even at the price of labour then you think it would have come to 100*l.*?—Yes, I think it would, and some more.

53,943. You did not ask for any particular sum?—No, I did not.

53,944. They gave you 9*l.*?—9*l.*

53,945. Was that for the haulage?—He gave me that some years ago for myself, and he promised if I took that I should not be turned away so long as I minded to keep it.

53,946. That was the old landlord?—Yes.

53,947. Did you ask for any compensation from the new owner?—No, I did not ask the new one who bought it; of course I had no claim on him.

53,948. Was the farm sold for a higher sum on account of the improvements done, do you think?—I should say it was a good deal more

53,949. It was worth more?—200*l.* or 300*l.*, at least.

53,950. Do you not think he would have been the man to be asked for some compensation?—The seller, I should think, not the buyer.

53,951. How was it sold, by auction?—Yes.

53,952. Did you bid?—Yes.

53,953. Did it go much too high, do you think?—Too high for me.

53,954. How many years' purchase?—About 2,300*l.* and something it went to.

53,955. You found it went too high for you?—Yes.

53,956. It fetched that price partly because of your improvements, you think?—Well, there is no doubt of it, I think.

The witness withdrew.

Mr. J. W. P. Williams called and examined.

Lord *Kenyon.*

e 51,345. 53,957. Do you live at Rhayader?—Yes. My attention was called this morning to some evidence given at Brecon by Mr. David Watkins, in which he says that the rent of a farm on the Danygraig estate, which I owned, has risen from 35*l.* to 55*l.* during the last 15 years. In 1873, the farm was let at 80*l.* a year, and it has been reduced to 55*l.*, and four years ago I laid out 98*l.* odd in repairs.

Lord *Kenyon*—continued.

53,958. Has it ever been rented at 35*l.*?—Not to my knowledge.

The witness withdrew.

Mr. Edward Middleton called and examined.

Lord *Kenyon.*

53,959. Do you reside at Penmincae, Disserth?—Yes.

53,960. Will you give us your evidence?—My evidence will be corroborated, if necessary, by Mr. William Price, Cilgunfydd, Disserth, and Susan Joseph, Glangwy, Disserth.

Lord *Kenyon*—continued.

Difference of language, creed, or politics, make no difference in the relations between landlord and tenant. No Welsh is spoken here. I, for my part, prefer yearly tenancy, with freedom to leave if the farm does not pay me. I am familiar with the terms on which I occupy my holding, and

Lord *Kenyon*—continued.

have a copy of my agreement. Penalising clauses are not enforced against a good tenant. With regard to a land court, I prefer dealing direct with a landlord. If there was a land court, I do not think the landlords would be inclined to spend as much money on their estates as they do at present. The landlord does the building, and the tenants do the hauling. Where much draining is done the tenant pays interest, and the landlord does the whole work. The custom of the country is not much in use, as most of the farmers have agreements. The outgoing tenant takes the wheat crop, except one-tenth, and leaves the straw, and clover seeds are paid for if kept up. Lime is taken as a three years' improvement. I have not a copy of my agreement with me.

Sir *John Llewelyn.*

53,961. Any time within the three years the lime would be paid for on a scale ?—Yes.

Professor *Rhŷs.*

53,962. In what direction is Disserth from here ?—Just close by.

53,963. You say there is no difference of language about here ?—No, I think there is no Welsh spoken about here.

53,964. You say you prefer yearly tenancy ?—Yes.

53,965. Are you satisfied with your agreement ?—Yes, I am.

53,966. Have you a copy to produce ?—Not with me, I have one at home.

53,967. Do you know what is in it ?—Perfectly well.

53,968. Are there any penalising clauses in it ?—Nothing to hurt any good tenant.

53,969. Are there any penalising clauses at all in it ?—No.

53,970. Have you any difficulty about game in your neighbourhood ?—No.

53,971. Is there anything about game in your agreement ?—No. We have all the hares and rabbits ourselves.

Sir *John Llewelyn.*

And the winged game, too, if you have not got any agreement to the contrary.

Professor *Rhŷs.*

53,972. Have you got the winged game as well ?—No.

53,973. I suppose there is something in your agreement about it ?—Well, perhaps, there may be something there; I do not interfere with them.

53,974. Did you ever have a copy of your agreement ?—I have a copy.

53,975. And you have read it ?—Yes.

53,976. Are you satisfied with your agreement ?—Yes, I am.

Professor *Rhys*—continued.

53,977. You mentioned a land court just now. You object to a land court ?—Yes.

53,978. Supposing somebody else wanted the help of a land court, that need not interfere with you, need it ?—No.

53,979. Supposing another tenant could not agree with his landlord he might go to an arbitrator if he liked; that need not compel you to go ?—No.

53,980. You do not want a land court so far as you are concerned ?—No, not so far as I am concerned.

53,981. Is yours partly a sheep farm ?—No, there is no common.

53,982. No sheep run ?—No, no common.

53,983. I did not ask you whether there was a common ?—I keep sheep.

53,984. You have some hill land ?—No.

53,985. It is a low land farm ?—Yes.

53,986. You do not complain of your rent being too high or anything of that sort ?—No.

53,987. You are satisfied ?—I am satisfied.

Mr. *Richard Jones.*

53,988. You say that there is no penalising clause in your agreement. What are the clauses that are in your agreement, Mr. Middleton, do you know ?—I could not state exactly now.

53,989. Do you know whether there is a clause in it forbidding you to break up meadow land, for instance ?—Yes.

53,990. And you will be fined so much an acre if you do it ?—Yes.

53,991. That is a penalising clause ?—I should not be foolish enough for that myself.

53,992. You deny there are any penalising clauses ?—Certainly, that is in it.

53,993. You say penalising clauses are not enforced against a good tenant ?—They are not.

53,994. Are there any binding covenants in your agreement as to cropping ?—No.

53,995. You have perfect freedom to crop as you like ?—Yes.

53,996. You are certain of it ?—Yes.

53,997. You are not compelled to farm on the four-course system or any other system ?—No.

53,998. Is there any covenant with respect to the sale of the produce on the farm ?—I hardly understand you. We go by the custom of the country.

53,999. Are you permitted to sell straw and hay off the farm ?—Well, it is not the custom to do so.

54,000. There is no mention of it in the agreement ?—No, not at all.

54,001. Are all the binding covenants in the agreements observed by the tenants ?—I do not know.

54,002. Of course, if they are there would be no need to enforce the penalising clauses. You say that if a land court was established, landlords would not spend so much money on their estates ?—Yes, that is my opinion.

54,003. We will assume that there was such a thing as a land court, or a tribunal to fix rents between landlord and tenant. If there were

Mr. *Richard Jones*—continued.

insufficient buildings on a farm, do you not think that the land court would take that into consideration in fixing the rent at a sum lower, in consequence of the deficiency of buildings?—Perhaps they would, I could not tell you, but I had no difficulty about it myself.

54,004. So that in that case the tenant would not lose if he had the reduced rent, that is so, is it not?—Perhaps you may be right, but I am speaking of my own experience now. I have had no difficulty myself.

54,005. You have mentioned about the establishment of a land court. It is a matter of opinion on your part, I take it—Yes, it is opinion on my part.

54,006. Lime is taken at a three years' improvement. Do you think that is sufficient?—I think you would be having the worth of it out in that time. You would be having the expense of your labour.

54,007. I do not find such a short time as that in any other county?—You have three years' crops off it.

54,008. Is there any distinction made between arable and pasture lands; is it three years in all cases?—Yes, in all cases, as I understand.

54,009. I find in Devon and Cornwall, for instance, they have a five years' system for arable land, and seven years' for pasture land. You see that is a longer period?—Yes, it is.

54,010. I cannot find one so short as three years'. They are all either four, five, six, or seven years'?—I think that is sufficient.

Mr. *Griffiths.*

54,011. You say there are no differences between landlords and tenants, they both speak the same language; are they also of the same creed and politics?—I cannot see why there should be any difference in that myself.

54,012. They do not take any notice of the tenant's politics?—I do not know about that; but it should not alter friendship, I think.

Mr. *Griffiths*—continued.

54,013. You say again you prefer a yearly tenancy with freedom to leave if the farm does not pay. Supposing the landlord should be inclined to raise the rent, would you not like some term to fall back upon?—I should not interfere with that; if it did not pay me I should leave it.

54,014. Then, I suppose, you could easily get another farm?—If I could not I could do without it, perhaps.

54,015. Have you a family?—I have a small family.

Sir *John Llewelyn.*

54,016. Are they grown up?—No, they are not.

Mr. *Griffiths.*

54,017. From where are the horses in this neighbourhood supplied with hay and straw?—I could not tell you; they do not want very much here.

54,018. There are a good many good horses about in the hotels?—Yes; but the hotel people generally hold land themselves.

54,019. There is not much required?—No.

54,020. Then there is no necessity to sell either hay or straw?—No, not a great deal.

54,021. Then, with regard to the draining, you say the landlord does the work, and the tenant does the hauling?—Yes.

54,022. Still there is interest charged?—Yes.

54,023. What amount of interest is then charged?—Three per cent.

54,024. For how long a time?—Really I could not tell you. I have not had any done myself.

54,025. Then you have no grievance whatever to make?—No, I have not.

54,026. Have you had any abatements in your rent?—Yes.

54,027. What amount?—I have had as much as 10 per cent.—more once.

The witness withdrew.

Mr. William Price called and examined.

Sir *John Llewelyn.*

54,028. Do you reside at Cilgunfydd?—Yes.

54,029. Have you heard what Mr. Middleton said?—Yes.

54,030. Do you agree with what he has said?—Quite so.

54,031. Have you anything to add to it?—Nothing.

Sir *John Llewelyn*—continued.

54,032. You have an opportunity of adding to it or detracting from it?—I quite agree with what he has said.

Professor *Rhŷs.*

54,033. Are you on the same estate?—Yes.

54,034. Whose estate is it?—Miss Thomas, of Llwynmadoc and Pencerrig. She occupies the two estates.

The witness withdrew.

Miss Susan Joseph called and examined.

Sir *John Llewelyn.*

54,035. Do you reside at Glangwy, Disserth?—Yes.

Sir *John Llewelyn*—continued.

54,036. Did you hear the evidence given by Mr. Edward Middleton?—Yes.

Sir *John Llewelyn*—continued.

54,037. Do you agree with that generally?—Yes.

54,038. Have you anything you would like to add to it?—No, nothing whatever.

54,039. Or is there anything he said you would like to modify in any way?—No, I do not think there is anything. I think he said everything that is necessary.

54,040. Are you also on the same estate?—Yes.

Mr. *Griffiths.*

54,041. I suppose you occupy a farm?—Yes.

54,042. What acreage?—About 250 acres.

54,043. Have you a dairy farm?—A small one.

54,044. Have you any daughters grown up?—No, I am a single person.

Mr. *Richard Jones.*

54,045. How long have you been farming?—I succeeded my brother.

54,046. Is your brother dead?—Yes.

54,047. How long ago did he die?—11 years.

54,048. Have you a bailiff managing the farm for you?—Yes.

54,049. What wages do you pay him?—He is not a regular bailiff; but he is a man capable of managing. I pay him about 25*l.* a year and maintains.

54,050. What other servants have you?—I keep a waggoner and a run-about boy.

54,051. What wages do you pay him?—Some years different to others; from 16*l.* to 18*l.*, sometimes 19*l.* a year with maintains.

54,052. Is he a lad?—He is not quite a man.

54,053. About 18 years of age?—Yes, from 18 to 20.

54,054. What other men have you?—I keep a workman occasionally.

54,055. Any boys?—A boy to look to the cattle.

54,056. Have you found that the labour bill is higher now than it was 11 years ago?—It was high then, but it is higher than it was.

54,057. Do you find the value of produce and stock lower?—Yes.

54,058. Lower a good deal?—Very much lower than 11 years ago.

54,059. Do you find farming is more unprofitable now than it was 11 years ago?—Yes, it is.

54,060. Have you found farming a profitable occupation?—Not particularly so.

54,061. You find it difficult to make two ends meet?—Yes, it is rather difficult.

Professor *Rhys.*

54,062. The lectures on dairy work were mentioned this morning. Did you attend any of the lectures, or send anyone to attend them?—I have never attended a dairy class.

54,063. You have heard of them?—Yes, I have.

Professor *Rhys*—continued.

54,064. Have they done any good in the neighbourhood, do you think?—I believe they have; but there is a great deal more wanted to be done in the way of dairying.

54,065. You think it would be a good thing if more instruction was given?—Yes, I think it would be a good thing, and if the instruction received were followed up. I mean if those who have received instruction would only follow up the instruction they have received, there might be a great deal of good done.

54,066. Did any of your dairymaids go there?—I did not send anyone; but still I take a great deal of interest in the dairy classes.

54,067. Do you think they are fitted for what was intended?—There were many things useful in them, but I do not know that we could follow it all as they gave the instructions. As I say, there were many things useful.

54,068. It is said that Welsh butter fetches more if the making of it be kept up to a uniform standard. Would it be possible to have a butter factory in this district?—I do not know. I do not think our land is adapted for butter-making. It is rather poor.

54,069. What is it adapted for chiefly?—Mixed farming.

54,070. What do you think you should make the rent from chiefly here?—Cattle, horses, and sheep, and a little from the dairy.

54,071. The dairy question does not interest you so much?—We do not follow it up at any rate. I do not know whether it could be improved.

54,072. Is there any cheese-making?—Yes, I make a little cheese always.

54,073. Does that pay, or is it only for home consumption?—What we make is for my own use, and a little to sell.

Mr. *Richard Jones.*

54,074. Is it skim cheese?—Yes.

54,075. How do you do with the butter?—I tub it in the summer.

54,076. In what size casks?—Different sizes, from 50 lbs. up to 70 lbs. or 80 lbs.

54,077. How long do you keep it?—I salt it in the autumn. I generally take it to Hereford.

54,078. You have to salt it rather heavily?—Not in the least. I do not make any difference at all.

54,079. What price would you command for it at Hereford?—Different prices, from 14*d.*, 13*d.*, sometimes 1*s.*, according to what the market is.

54,080. What did you get last time?—If I remember right, 13*d.*, 13½*d.*, and 14*d.*

54,081. Do you think it paid you better at that price than if you had made up your butter and sold it in half-pounds at Llandrindod and Builth?—We could not get that price then.

54,082. Taking it on the average, you think it is better for you to do as you did?—Yes, I think it is better for me to do so; besides it is more trouble to make it up than in the tubs.

54,083. Do you use butter workers?—Yes.

Mr. *Richard Jones*—continued.

54,084. And Scotch hands ?—Yes.

54,085. And a thermometer ?—Yes.

Mr. *Griffiths.*

54,086. Do you find any difficulty in getting dairy maids in this district ?—Yes, that is one of the greatest difficulties we have to meet with. The girls are not willing to work in places where there is dairy work.

54,087. Their wages are much higher than they were a few years ago, I suppose ?—Oh, yes.

54,088. How much higher ?—I could not say.

54,089. What are the present wages ?—From 12*l.* to 14*l.* a year for a girl capable of taking charge of the dairy, and doing.

Mr. *Griffiths*—continued.

54,090. Could you have got a similar dairy-maid 12 years ago for half the amount ?—Yes, for 5*l.* or 6*l.*—and plenty of them.

54,091. What is the price of butter in Llandrindod ?—Builth is my market.

54,092. It is just the same there as Llandrindod ?—Yes, sometimes it runs up very high when the visitors are plentiful, and at other times very low. You must take it all through the summer

Sir *John Llewelyn.*

54,093. A question has been handed up by Mr. Stephen: "Has not your family been 200 "years on the same farm" ?—Yes.

The witness withdrew.

Mr. Evan Bufton called and examined.

Sir *John Llewelyn.*

54,094. Do you live at London House, Llandrindod ?—Yes.

54,095. Will you kindly give us your evidence ?—I have a few remarks, not very many to make, and I will not take up much of your time. I am an auctioneer, and am generally acquainted with the farmers, and the state of the country in general.

54,096. You are an auctioneer and a member of the Llandrindod Local Board, and you were formerly county councillor of the district ?—Yes. I find that farmers generally complain of high rents, and bad prices, which of course makes it very difficult for them to meet their payments. Small farms are not easily obtained, and farmers are thus compelled to take larger farms than what they are really capable of taking and working and stocking, which throws the tenant very often into difficulty when any depression or hard times arise. Some landlords are letting their buildings on some of the holdings go down and tacking on the land to other farms. Some of the houses and buildings are quite unfit for habitation, and very little labour is employed, in consequence, the population of the agricultural districts has gone down very considerably; notwithstanding that we are in one of the most rising and growing towns in Wales. There is not a town I should say in Wales, in proportion, that has grown as Llandrindod Wells has this last 10 or 20 years—I mean according to the population. I do not say there is not more population in Cardiff, but taking it *pro rata*, I say Llandrindod has grown more rapidly that even Cardiff.

A few years ago in my recollection there was a village called Howey. In that village there were two master blacksmiths and two master shoemakers; each of those were keeping two or three men. Now there is not one. At a distance from that village to say Forest Inn, that would be a distance of some ten miles, there are over 50 dwelling-houses that have gone down unoccupied, thus causing great scarcity of labour in the neighbourhood, the small holdings being put on

See 54,370.

Sir *John Llewelyn*—continued.

to large farms, and those large farms employing very little labour, and indeed having very little raised off them. There are instances I know in this neighbourhood of 800, 1,000, and 1,100 acres of land, and good land too if it was properly managed, but on those there is not sufficient bread raised to keep half a dozen in family—nor any cheese either, and I do not suppose but very little butter.

57,097. Do I understand you, that no food of any sort is produced on that land ?—They buy their food.

54,098. I suppose they raise stock ?—Yes, they raise stock certainly.

54,099. It has not gone back to be profitless ? No; it does not produce bread, therefore there is no requirement for labour, and a man holding 1,000 or 1,200 acres of land requiring no labour is no good to the country. There is no produce raised and the money has to be sent into other countries to bring in produce which might be raised on the land in the neighbourhood, and the money kept in circulation in this country. Notwithstanding as I mentioned the great increase of the town of Llandrindod, which is a town for the farmers round to bring their produce to and sell at a high price, which is a great help these last years to keep the farmers and tenants and landlords from a state of bankruptcy, the population of the county during the last 20 years notwithstanding the increase in this town has decreased 3,359. I consider this to a great extent is due to allowing small holdings to go down and putting the land into bigger lots. Agricultural labourers have to go into the towns to seek employment, and it leaves the country as a wilderness.

There are other grievances such as religious and political questions at election times—boycotting. There are cases that I could mention. Also unjust and unscrupulous agreements between landlord and tenants in some cases which I think ought to be altered. A tenant pays a high rent, and is also charged a high per-centage

Sir *John Llewelyn*—continued.

on any outlay for improvements, and also there is a power to distrain for rent beforehand.

Then I also wish to say a word or two as to the inclosure of commons. In this county there has been a very large tract of common enclosed. In the parish of Llanbister I could count now 20 to 30 holdings which some 25 or 30 years ago were inhabited; there were families in each of those dwellings. Previous to the enclosure of commons these people were turning out to the common and getting a living—nursing a family, and in a fair way to do. Some years after the commons were enclosed these people had to seek their livelihood in other neighbourhoods. These cottages are now in quite a dilapidated condition. I heard some of the evidence as to where they agreed with the enclosure of commons. Well, I must say I do not think any man should agree to the enclosure of commons unless they were justly divided; I mean to say that the commons really formerly belonged to the people, and every inhabitant round had a right to turn out to the commons, but this right has been taken away from them. Many of the small holders were not aware under the Swydd Neithon Enclosure Act where the commons were enclosed and divided. There was a very small portion indeed given to some, and some had not any at all. I could mention cases where a man would have in a parish half an acre of land, and for that half an acre he would claim some 30 or 40 or 50 acres of land. There is a case close to us here now where there is about half an acre of land belonging to a farm the other side in Llanyre parish, and the owner of the farm had allotted to that about 40 acres of common land here now in the neighbourhood of Llandrindod, which could be sold at a very high price indeed. The land also where the town of Llandrindod stands was common land entirely. This was allotted to the Llwynbarried estate, and at the present day I believe there are portions sold, and they are asking from 1,500*l.* to 2,000*l.* per acre. For my part I consider it is hard that one man should have common allotted to him without even purchasing it at all and pocket all this money. I think some of it ought to go to the benefit of the ratepayers, or the improvement of the place.

As to the depression I have not much to say. I think a good deal of the cause of the depression of trade is the over-stock which has been reared in the country here flooding the markets, and causing too many cattle and sheep and stock to be in the market which brings down the prices to a great extent. The last year or two there has been very little cattle reared. They have been killing the calves before they come to any size. Therefore, the cattle in our country, and as well I believe in foreign markets, will become more scarce.

I should suggest a reduction of rents, fixity of tenure, and a land court for Wales to adjust rents, and also a reduction in railway rates which I think would be a great benefit to an agricultural district.

Sir *John Llewelyn*—continued.

54,100. When you speak of the inclosure of this Llandrindod Common was that done under an Act of Parliament before a Commissioner?—I believe it was.

54,101. Did you advance your views then?—I was not in the neighbourhood then. It was 30 years ago. I believe it was enclosed under the Swydd Neithon Inclosure Act.

54,102. We had evidence yesterday that the claims of all commoners were listened to and the apportionment was made after hearing them?—Yes, possibly there may be some evidence, but I can assure you that there were scores of small holders that never knew anything about it until the thing was settled.

54,103. That is about 30 years ago you say?—Yes.

54,104. Before your time?—Before my time in this very neighbourhood.

54,105. You complain of the land not being made to produce corn. Do you think that corn growing is remunerative?—I think that to a certain extent it is.

54,106. You are not a practical farmer yourself I think are you?—Not exactly, although I farm some land and I understand farming.

54,107. Do you consider this to be a corn growing country?—Well, there is a good portion of it that is fair corn land, and at the prices that corn is now it will pay them to grow sufficient for their own consumption.

54,108. Do not you think the farmers themselves are the best judges of whether it pays to grow corn or not, and that they would grow it if it paid them?—Well, they ought to be. I know this, I have had some experience, and I bought some poor land—as poor as you could see—and I cultivated it, and the last crop of oats off it produced 50 bushels to the acre and upwards and a heavy crop of straw. That will pay.

54,109. Yes, oats will pay much better than wheat I take it?—Well, you can grow a fair average crop of wheat in this country.

54,110. With regard to the depopulation, is that owing to the young men of the district going to the works down in Glamorganshire and other counties?—To some extent. Of course there is no employment for them in the country.

54,111. How would you suggest that more employment should be found for them in the country?—I suggest a little more of Joseph Chamberlain's idea three years ago—3 acres and a cow—give every man a little land so that he could work it and cultivate it. I think that would keep them on the land.

54,112. I quite agree with you. Then do you think that the farmers in this neighbourhood are unwilling to give their labourers an opportunity of keeping a cow?—I do.

54,113. They are unwilling you think to do it?—A great many, not all, there are exceptions.

54,114. You mentioned a large number of houses that were unoccupied. I think you said 50 within a very short area?—Yes.

54,115. Owing to scarcity of labour?—In many instances I have no doubt.

Sir *John Llewelyn*—continued.

54,116. And partly owing to consolidation of lands?—Yes.

54,117. Is there much of that consolidation?—Yes, there is a great deal.

54,118. Do you think that that is unpopular amongst the farming class?—I do.

54,119. I think you will find generally that where a man does hold two or three or more such farms he is very loth to give them up. We had examples of that this morning I think?—Yes.

Professor *Rhŷs*.

54,120. Is the consolidation of farms going on now, or is it only during the prosperous years that it was done?—Well, not so much now as in former years. A few years ago when stock was high farmers would take all the land that they could get, whether they could stock it or not, and now when times have gone bad there are many cases where buildings would be left to go down and then the land would be put to adjoining farms. There have been two or three places in Trewern.

54,121. The competition for small farms would be keener than for big ones?—Undoubtedly.

54,122. But I suppose there are no farms about here vacant at all?—Oh, no.

54,123. You alluded just now to the preferential claim of the landlord, I think you considered that that was not a good thing—I mean the power of the landlord to distrain for rent. What is your view about that?—I think it is quite right that the landlord should be paid his money, but in cases where a man should turn bankrupt or fail to go on, the landlord should only take what rent was due and take the land up—not to go in for a year's rent whereas there was only six months rent due and prevent the creditors or the tenant letting the land.

54,124. But can the landlord distrain for a year's rent when there is only half a year's rent due?—Yes, they draw up an agreement to that effect, giving the landlord power to distrain, making the rent payable in advance. Then they do distrain for half a year's rent in advance.

54,125. Do you know of any agreement like that?—I do.

54,126. Have you got one here that you can produce?—Yes (*handing agreement*).

54,127. Is there any demand for small allotments in the neighbourhood?—Any amount.

54,128. But they cannot get them?—They cannot get them.

54,129. What is your suggestion—what should be done to help to satisfy that demand?—Well, I think there should be some allotments put out for those that require them.

54,130. You know there is a statute about small allotments?—Yes.

54,131. Do you know why that is not carried out or what is the deficiency in that statute?—Well, I cannot say exactly why it is not carried out. There is nothing compulsory in it, whereby a person could go and demand an allotment or small holding.

Professor *Rhŷs*—continued.

54,132. You would give power to some public body to carry this Act out?—Certainly, the county council I should say.

54,133. With regard to the farmers' families you could never expect all the children of a farmer to have farms themselves?—Oh, no.

54,134. Some of them must turn out to other professions?—Some of them must turn out.

54,135. Is a farmer here able to set up one or two of his sons in a farm as a rule?—Some are; a great many are not, unless they borrow money.

54,136. You spoke just now of the rents being too high?—Well, that is the general complaint of farmers.

54,137. But did you hear the last three witnesses before you?—I did.

54,138. Did you notice that they had no complaint with regard to the rent?—Well, those are very fortunate. Of course some of them have no families, and are on old takings, and under a very good landlady.

54,139. Do you consider them exceptional?—Well, I should say they are exceptional, rather.

54,140. I think we have had evidence from some tenant farmers to the same effect already?—Oh, yes, I have no doubt.

54,141. This appears to be a very prosperous county?—Of course you are quite aware, I have no doubt, that it is a very delicate point for a farmer to go and give evidence against the landlord. They would not do it because I think but very few farmers would go and give evidence against their landlord.

54,142. But let me explain to you now; we have had some landlords praised to their faces very highly?—I have no doubt.

54,143. But at the same moment the tenants have said the rents are too high. "Mr. So-and-" so is an excellent landlord, but the rents are "too high." One of the tenants of the college I belong to came and said some very flattering things about me; but in the next breath he said that the rent was too high. Do you mean to say the Radnorshire tenants would be too shy to suggest that the rents were too high?—Well, they may suggest it, but I know there are very few that would go and give evidence against their landlord in a public court.

54,144. Not to that extent?—Possibly to that extent they may.

54,145. You said something about boycotting. I did not quite understand what you had in your mind. Will you explain what was in your mind?—Yes, I can do so.

54,146. Boycotting for what?—Politically—for voting. Men that vote contrary to the wish of the landlord had to leave their houses through voting, and others to leave their situations.

54,147. They had to leave. Do you mean that they received notice to quit their farms?—Yes, there has been some of that—their houses more especially. I know in a village, not far from here, there were three or four had notice. They were asked to vote in a certain way, not according to their own principles, and as they did

Professor *Rhŷs*—continued.

not promise, they had notice to quit their houses, and had to quit some of them.

54,148. That would not be exactly boycotting. Do you allude to anything further?—Well, I know some in trade, where parties have left a tradesman on account of his not giving his vote in a way they wished. I know another case here, even the last county council election, where a lady turned a servant away because he voted contrary to her wishes.

See 54,264, 54,426.

54,149. Turned a servant away?—Yes, a gardener; and ordered two servants, because they were Nonconformists, not to go to a Nonconformist chapel; otherwise they would have to leave her service. I call that boycotting.

54,150. You could give the names of these parties?—I could.

54,151. Now what about the small freeholders in these parts. Are there a good many of them?—Yes there are a few.

54,152. Any that have inherited their freeholds from some distance of time?—Oh, yes.

54,153. How are they off?—Oh, they are better off.

54,154. Better off than the tenant farmers?—Yes.

54,155. Have you any freeholders who have recently bought?—Yes, some.

54,156. Do they do pretty well?—Yes.

54,157. None of them having bought at too high price, you think?—Well, by chance there are some in that case that have bought when land was very dear, and it has gone down, and not having sufficient money at the time of buying to pay for it, they had to mortgage, and the price of land has gone down; there they have not turned out successfully.

54,158. What rate of interest would they have to pay?—I suppose 3½ or 4 per cent.

54,159. Would their case be better or worse than that of the average tenant farmer?—Well, I could not say. I should say, taking it on the average, they would be better, but there might be exceptional cases where they would be no better.

54,160. How about the small freeholds. Do they go on in the same family; how is it arranged with regard to dividing the property between the children and so on. I want to know about that. Have you any instances of that here?—We are not very much troubled with that here. Sometimes the oldest son has it and pays so much for the others.

54,161. But where does he get the money. I mean—that is the possible difficulty?—If he has not got it, he must raise it on the small farm and pay off his share.

24,162. That means a mortgage?—That means a mortgage.

54,163. But they keep on. They do not dispose of their little freeholds?—Not as a rule.

Mr. *Richard Jones.*

54,164. Who was this lady that dismissed her gardener?—Miss Severn.

Mr. *Richard Jones*—continued.

54,165. Does she live in Llandrindod?—Yes, close by.

54,166. I suppose that would be an exceptional case. You do not know of anybody else?—Well, I could mention others, but I would rather not.

54,167. What kind of farmers are the farmers about this neighbourhood here. Is there a little bit of spirit and enterprise about them, or are they old-fashioned and content to follow in the old groove?—Well, some of both.

54,168. Do any of them use the old flail for thrashing instead of the machine?—Well, it has got too much like work now to use old flails; they go to machinery more. Of course they are used a little.

54,169. Any wooden ploughs?—Very few. I have one.

54,170. Do you make any use of it?—No, it is hung up.

54,171. As a relic?—Yes.

54,172. Just what it ought to be. Have you frequently been called in as an auctioneer to sell the stock of farmers who are under distraint?—I have occasionally; not very often; it has not very often come to that in this neighbourhood I am happy to say.

54,173. Do you think there are more failures among tenant farmers now than there used to be?—Oh, yes.

54,174. You never knew their condition to be worse than at present?—Never.

Mr. *Griffiths.*

54,175. As to these farms that are consolidated, does the landlord receive the same rent for them as he formerly did?—I believe so; I could not say exactly about that.

54,176. Is it the landlords or is it the tenants that wish to have them consolidated?—Well, possibly the tenant in some cases, and then the landlord not putting up buildings.

54,177. Quite so, it suits his pocket too?—Yes.

54,178. That is the chief cause of it, you think?—Yes, I think so.

55,179. Are there many houses unfit for habitation in your neighbourhood?—There are a good many.

54,180. Are they cottages or farmhouses?—Both.

54,181. Have you no sanitary inspectors in the district?—Oh, yes, and they have condemned a good many of them too.

54,182. What becomes of them then?—Oh, they get them repaired a little.

54,183. Then they still go on much in the same way?—Yes.

54,184. Then you say that so many people have left the neighbourhood, and the population has decreased very much, which is no doubt a result of consolidation. Where have all these people gone to?—Into the towns to seek work in the different employments—to South Wales a good portion of them.

Mr. *Griffiths*—continued.

54,185. To the mines and works?—Yes, to the mines, and of course when agricultural labour goes out of the agricultural districts into towns, it brings on want and depression in the trading towns, and famine in many cases through excess of labour.

54,186. You say these enclosures were rather unequally divided when they were made in this district?—Yes.

54,187. Has any appeal been made against them do you know?—It was all settled I think before anybody knew much about it. Of course Radnorshire has always been a little behind other counties, and at that time they were a little behind I have no doubt.

54,188. In which way do you think?—In being up to the times and so on. If they were to be divided now they would be a little more keen about it.

54,189. But there were some sharpers in those days too?—Oh, yes, now and again one has got the big share.

54,190. Do you consider more could be made of the farms if the tenants had security of tenure?—Yes, I think there could.

54,191. Much more could be produced?—Yes.

54,192. How many bushels of wheat can be grown in this part of the country per acre?—I should say 30 to 40.

54,193. I should doubt it?—Well, of course there is a difference in the years—some seasons are much better than others, and some lands——

54,194. Do you think that in the best years perhaps 40 bushels of wheat could be raised?—Well, perhaps not just in this neighbourhood.

54,195. And you are in favour of three acres and a cow are you?—Yes.

54,196. Are there many of the same opinion in the district?—Oh, yes, a good many. I think there are very few but would like to have three acres of land and take their chance about the cow.

54,197. They are doing very well?—Yes, I think there would be much more made on the land.

54,198. Do you think it would be an inducement to them to remain on the land instead of going to the towns?—Yes.

54,199. They could not so easily pack off and go away?—No.

54,200. And how about their children. Do not their children grow up to be more useful for agricultural purposes than the children of a cottager who has no cow at all?—Certainly, because they are brought up to do something.

54,201. Early habits—getting up in the morning and doing work?—Yes.

54,202. Have you been often employed on valuations of farms?—Yes, I have had a good many valuations.

54,203. Are the changes more often now than they were?—Well, we have not so very many changes just round here; not so much as in some districts.

Mr. *Griffiths.*

54,204. You spoke of the implements just now. There is a considerable difference in the value of the implements now and 40 years ago?—Yes, considerable.

54,205. Which has taken a good deal out of the farmers pockets?—Well, I do not know that it has taken very much out. I should say there is a great reduction in the price of implements, which would be an advantage to the farmers.

54,206. Yes, I do not talk of advantage; but the implements that were used 40 years ago, and those which are used now, are very different in value. What is the difference should you think?—Well, I could not say.

Mr. *Richard Jones.*

54,207. Do you think that the sanitary inspectors will carry out their duties in a more fearless manner under the new district council, than they do now under the sanitary authority? I should think they would.

54,208. So that in future, we may expect to hear less of these insanitary dwellings?—Oh, yes.

Professor *Rhŷs.*

54,209. Is this a copy of an agreement now in use?—Yes.

54,210. Has it been signed by anybody do you know?—Yes.

54,211. There is a clause here which I do not profess to be quite able to understand, but it seems rather a severe one—"The tenant shall "pay the annual rent of 107*l.* half yearly in "advance by equal payments on Lady Day and "Michaelmas Day in each year, notwithstanding "it may be collected in any other manner "free of all deductions for tithe rentcharge, "or any other rates, taxes, or assessments now "hereafter to be charged upon the premises "except the landlord's property tax, and if "at any time in any year of the tenancy the "landlord shall give to the tenant or leave at "the farmhouse notice in writing, requiring the "tenant immediately to pay all rates and the "rentcharge which should have become payable "from the quarter-day preceding such notice to "the Lady Day following on the delivery of "such notice, such rent and tithe rentcharge "shall become due and payable in advance, and "may be recovered by distress or otherwise as "rent in arrear. In addition to the above yearly "rent, the tenant shall do two days' labour "each year," and so on. You say that agreements containing that clause are in use in this district now?—Yes, that is in force.

54,212. This is in force. This is a copy of an agreement that has been actually signed by both parties?—Yes.

54,213–4. Is Mr. Powell Price a large landowner?—Yes, or land agent and landowner. I cannot say exactly which.

Professor *Rhŷs.*

54,215. Where is the property which he owns or manages chiefly; do you know?—Oh, all round the neighbourhood here; from here to Rhayader a good deal.

54,216. Is this sort of agreement usual on other estates, do you know?—Well, I could not say. There is something similar on some of them.

54,217. But you do not know whether this sort of clause is usual?—Well, I should say not—not all of those clauses.

54,218. This particular clause that I read now?—No, I should say not.

Mr. *Richard Jones.*

54,219. Do you know when the rent is paid on Mr. Powell Price's estate?—Half yearly.

54,220. That is, about three months after it is due?—Very often, I daresay; the 25th March and 29th September, I believe, are the days.

54,221. I suppose he had this clause inserted to protect himself against emergencies. That was his only object?—No doubt. Still what I complain of is that in case of a man turning bankrupt the landlord should go in and take his full amount of rent, that is, before it is due, and the other creditors have nothing. I do not think that such things ought to be allowed to be carried out.

54,222. Of course you supplied this as an instance in support of your contention that the preferential claim for rent should be abolished?—Quite so.

Sir *John Llewelyn.*

54,223. Some questions are handed up by Mr. Stephen: "How are you qualified to ex- "press the opinion that big farms are bad for "agriculture generally?"—By the experience of what is raised off them, and by the amount of labour that is employed upon the land.

54,224. "Do you not think that farmers are "better qualified to judge of the questions than "you are?"—Well, I could not say.

54,225. "Can you name any case of boy- "cotting for religious or political reasons?"—Yes.

See 54,258–54,268 54,240–54,492.

54,225A. You have named one?—Yes, I will name another now. Mr. J. P. Severn, Penybont, in 1880. He turned out my brother because he would not vote the way he wanted, and he gave two or three other tenants notice.

54,226. "Can you mention who are the land- "lords or tenants who made the unscrupulous "agreements to which you refer?" You have answered that?—There is one. I have answered that.

54,227. "Do you not know that the old "open land in Llanbister is still unenclosed?"—Well, a portion of it, but a great portion is enclosed.

54,228. "You have said that many houses "are unfit for habitation. Do you mean in- "habited houses?"—Yes, there are a great many that are inhabited at present that are not fit for habitation.

Sir *John Llewelyn*—continued.

54,229. "Can you name them?"—Yes. I do not wish to name them, but I could many of them—not one or two.

54,230. "Did you ever take any steps to "reform them when you were a member of the "sanitary authority?"—Well, they have had notice from the sanitary inspector—some of them.

54,231. Has that been acted upon?—Yes.

54,232. "Who were the men who had notice "to quit because of political reasons?"—My brother was one.

54,233. "Who gave the notice?"—Mr. Severn, Penybont.

54,234. "How do you know notice was given for political reasons?"—Well, it is a very difficult thing to prove, but I will state as far as this, that he was asked if he would vote for the Conservatives, which he would not promise The night before the poll he was asked again not to vote at all. He did go and vote. It was not a vote which he had either, for the house he was living in; it was a vote as a freeholder in Llanbister that he claimed, and he certainly went and exercised it, and because Mr. Severn and his agent saw him going in the Liberal carriage to go to the poll, he had a notice to quit the following year, and three or four others in the same way. I could not say—of course they did not tell him that it was for that, but anyone would draw their own conclusion. I have not the slightest doubt myself that there was any other object in it.

54,235. The next question is really a repetition of the same question. "Who were the men "who lost their places for political reasons?" That you have answered—Yes, I have answered that.

54,236. Do you name any others?—Yes, I could name others, but I would rather not give the names.

54,237. "Who were their masters?" Do you wish to answer that?—I do not wish to mention any name.

54,238. "Were you not the defeated candi- "date at the last county council election?"—I was.

54,239. "Has any application been made to "the sanitary authority for allotments?"—I am not aware; I could not say. Of course under the present law, it is very little use to apply to the sanitary authority for allotments. There is such a process to go through, and then it is not compulsory.

64,240. "Have any similar applications been "made to landlords?"—Well, I could not say.

54,241. "Who were the other men who re- "ceived notice from Mr. Severn?"—Mr. Scandrett and Mr. Evans at the post office formerly; one is dead and the other is alive, and one or two besides those men received notices.

See 54,46 54,444–54,485.

Sir *John Llewelyn.*

We will see that notice is sent to the parties impugned so that they will have an opportunity of rebutting this evidence.

Sir *John Llewelyn*—continued.

(Mr. *H. L. Stephen.*) The agent happens to be here this afternoon. It will be rebutted to-morrow at Knighton.

The witness withdrew.

Re-examined 54,256.

Mr. William Powell Price called and examined.

Sir *John Llewelyn.*

54,242. What is your name?—William Powell Price.

54,243. Where do you live?—In Brecon.

54,244. What is it you wish to rebut?—In the first place I wish to say I am a solicitor, and simply appear as the solicitor acting in this matter. I have not the least interest in the matter saving as solicitor for mortgagees of the estate. The agreement is entered into in my name even without my knowledge, and I have not, as Mr. Bufton says, signed it. I never saw it until I think, four or five days ago.

54,245. It is not signed by you?—It is not signed by me, and I know nothing about it. I do not in the least repudiate the agreement though, because it is the usual printed form of agreement in use on the estate. It is also the usual printed form in use on the Doldowlod estate, and I think I may say it is the usual form of agreement in use on most estates. The clause is put in in case of bankruptcy for the protection of the landlord, and is never acted upon in any other circumstances.

54,246. I observe that the rent is reserved in advance?—It is so, but that is never acted upon.

54,247. Is it exacted in advance?—Never except in case of bankruptcy. What makes Mr. Bufton say so now is, that a man rather near here has become bankrupt. Mr. Bufton himself was the first man to come and inform me that it was so, and he informed me also that he was a bailiff under the Agricultural Holdings Act, and he asked me should he go in and distrain before I did it myself. I said "No, thank you;" and I had a conference with the tenant and the tenant's solicitor, and I held my hand for about a week without distraining. I did offer the tenant's solicitor to do anything I could for him, I said "I do not want the rent in advance. If you "can pay me the rent down and agree with the "creditors, I am quite satisfied to let things go "on." He asked me also, should he let the land by auction so as to assist the tenant, and I said certainly. I have given him every opportunity, and I believe I am in possession now with the consent of the tenant. I have not sold. I do not mean to sell if I can arrange with the official receiver. The very first person to suggest to me distraining was Mr. Bufton sending his son to the Pump House Hotel.

54,248. Do you wish to say anything else?—I should rather have liked to have given general evidence, but as I think my evidence may be at some length, and I may have to rebut a great deal of the evidence that I have heard here the last couple of days, a great deal of which is absolutely untrue, I think I had better reserve it, and I will attend before you wherever you like, either in London or elsewhere.

Sir *John Llewelyn*—continued.

54,249. It had better not be in London?—I do not care where it is.

54,250. It is only right and fair that all the evidence between landlords and tenants shall be given where each side will have an opportunity of hearing rebutting evidence?—I will give it wherever you like. For instance, yesterday one witness—it came to my knowledge: I did not happen to be in Court at the time—a man named Walker ———

54,251. Did you send your name in as a witness for to-day?—I did not.

54,252. Then I would propose to the Commissioners that we should take you at the close of the evidence to-day if there is time?—I was only thinking that what I was going to give now is rebutting evidence—rebutting evidence given by Mr. Roger Walker yesterday.

54,253. Any rebutting evidence if you please, but I thought you spoke of general evidence?—I did, but I say that what I am about to mention to you now is rebutting the evidence of Mr. Walker, you heard Mr. Walker yesterday: he lived at a place called Penfthynnon, or rather he did live there, and there is a question in dispute between himself and his landlady Mrs. Stevens ———

See 52,497.

Mr. *Richard Jones.*

54,254. Why did not you give rebutting evidence yesterday?—Because I was not in Court at the time and you know that you had all you could do yesterday to get away.

Professor *Rhŷs.*

54,255. Not at all; we had our own time. We could have stayed an hour longer?—Well, I was not there late in the evening. He stated among other things that there was no permanent reduction made in the parish of Nantmel. Now, the farms immediately lying between Talcoed, his own place, and Penfthynnon, the place he rented, is where the Llwynbarried estate is. There has been certainly a general permanent reduction made on the Llwynbarried estate of from 20 to 25 per cent. One farm was let at 105*l.* which is now let at 80*l.*, or indeed I think 75*l.*, but I have not the figures by me. Another farm which was let at 120*l.* is let at 95*l.* Another, which we

Professor *Rhŷs*—continued.

heard of this morning was let at 170*l.* at the time of the zenith of farming success, and now is let at 140*l.* Abatements have been made in all those cases upon the reduced rents of late of 10 per cent. I have nothing more to say. That is all he said affecting the estate in which I am represented, as I say, as solicitor for the mortgagee.

The witness withdrew.

Mr. Evan Bufton recalled and further examined.

Sir *John Llewelyn.*

54,256. Do you wish to make any further statement?—I only just wish to say a word in order to clear myself from what I have been accused by Mr. Powell Price—that I was the first that acquainted him and asked him to put in a distress for the rent. Now, Mr. Griffiths, the tenant, saw that he could not go on, and he went and made an assignment. Mr. Vaughan Vaughan, solicitor, of Builth, was the solicitor for him. In order to keep down and save expenses, Mr. Vaughan asked me if I knew of Mr. Powell Price going in for the rent, to stop him if I could, in order that he might work the thing out without going to the expenses of bankruptcy, and to save Mr. Powell Price putting in a distress for the rent to cause two sales. So I sent my son up there, and asked him if we should get the rent for him, as we would guarantee him the rent. He said, no, he had a license to distrain, and he would distrain himself. However, I heard no more until he sent in the bailiff, and he has had the bailiff in three weeks next Tuesday. I do not know what he is keeping him there for, unless it is to eat up the creditors' money. I am one of the creditors myself, and therefore I feel an interest in it, and I do not think that Mr. Powell Price should go and take the rent—more than what is really due—and the land, and other creditors go without anything.

Sir *John Llewelyn*—continued.

54,256A. Just to clear up one matter. Is the rent for which the distraint is being made, due?—There was six months' rent due last March, and Mr. Powell Price could have had the rent up to March, and the farm without distraining at all.

54,257. Is there anything else you wish to say?—Nothing further, thank you.

The witness withdrew.

Re-examin 54,486.

Mr. James Hamer called and examined.

Sir *John Llewelyn.*

54,258. You are Mr. James Hamer, I think?—Yes, I appear as agent for Mr. Percy Severn, of Penybont Hall, and I wish to refer to the charges brought forward by the late witness with reference to the treatment of the tenants at Penybont. First, I will take the case of his brother. In the first place, he was not our tenant at all. He was never our tenant. He occupied one of our houses, but it was as a sub-tenant. I should like to explain the whole circumstances of the case to the Commission. In the village of Penybont, Mr. Evan Evans was a saddler, and he held the post office. We had a house more convenient for the post office vacant, and the old post office required repairing, and he moved into the new house, and carried on the post office there. He retired from the business—in fact he had retired before—from the business of a saddler. After the house was repaired (he was tenant of both), he sublet the old post office to Edward Bufton.

See 54,225A.

54,258A Edward Bufton being a brother of Evan Bufton?—A brother of Evan Bufton.

54,259. Was this in the year 1880?—Well, I believe it was before that year that he occupied it. I forget the date when he moved into the house now; I could tell on referring to the books at home, but I cannot tell from here. He occupied it as a sub-tenant; he was not a tenant direct of Mr. Severn's at all. The coal-porter in the house, an old man, who lived two miles away from the house, and suffered from asthma very badly——

Sir *John Llewelyn*—continued.

54,260. Without going into this long story, do I understand you to say that Edward Bufton was not evicted by Mr. Severn at all?—He was not evicted by Mr. Severn. He was not Mr. Severn's tenant. Mr. Severn gave Evans, his tenant at the post office, notice to deliver up the house because he wanted it for a man of the name of Thomas Price, who was his coalporter and houseporter, to live in, because it was more convenient. He had to travel two miles in the morning to his work, and he suffered from asthma. Therefore he could not attend—he could not be there at his usual time. We deny entirely that it was done for political purposes.

54,261. I was just coming to that. Do you know anything of the circumstances under which Edward Bufton was turned out of his holding?—It was to put our workman in.

Sir *John Llewelyn*—continued.

54,262. It was not by Mr. Severn at all, because he was not Mr. Severn's tenant?—Well, Mr. Severn gave Evans, the old postmaster, notice for Bufton to go out naturally, but we wanted the house for Price to live in. Mr. Bufton stated that we had given Evans at the Post Office notice to quit his holding. That is entirely wrong. He remained our tenant up to the end of his days, and at his death Mr. Severn moved in the matter to obtain an appointment for his daughter.

54,241. With reference to Scandrett, it was not for political purposes at all that he had notice. He retired from business. There was nothing whatever about political bias in the matter. Mr. Scandrett asked Mr. Severn to give him notice. He had been on the estate for many years, and he did not want to give notice himself, and he asked Mr. Severn to send him notice.

54,263. You deny that politics had anything to do with the eviction?—I deny it thoroughly.

54,264. Do you know anything about the other instance he mentioned; about the gardener

54,149. to Miss Severn?—I do not. I shall make inquiries this afternoon. I cannot speak of that, because I have nothing to do with that estate.

Mr. *Richard Jones.*

54,265. Do you know whether Mr. Severn

54,234. called on Mr. Bufton's brother to ask him to vote for the Conservative candidate?—I do not think he did. I asked him myself. I may say this, that Mr. Bufton and I are on thoroughly friendly terms. He is a shoemaker in the village, and ever since he has been my tradesman. I gave him an order the other day for half-a-dozen pairs of boots. There is nothing between Mr. Bufton and me; we are perfectly friendly.

Mr. *Richard Jones*—continued.

54,266. But he said it was Mr. Severn who called on him?—Mr. Severn, I do not think, ever spoke to him. I do not believe he ever did. I know I did myself. I asked him if he would vote for the Conservative candidate; but Mr. Severn, I am pretty sure, never spoke to him on the matter. I would not say positively that he did not, but it is my impression that he never did.

54,267. Did you ask Mr. Bufton's brother, then not to vote at all?—I never asked him not to vote, but I canvassed him on behalf of the Conservative candidate. I may say that on Mr. Severn's estate politics or religion has nothing whatever to do with it. The maid-servants in the house are, several of them, members of Nonconformist chapels. The tenants—the greater part of them—are members of Nonconformist denominations, and they have been on the estate for generations. Mr. Severn did not think of giving evidence at all in the matter unless his name was brought forward, but now, as his name has been brought forward; I can say that the friendship between landlord and tenant is, I think, everything that can be desired. We have no complaints. The only fault that we find is that our tenants leave us and take larger farms.

Mr. *Griffiths.*

54,268. Do you deny that this Mr. Bufton had been asked to stop at home and not to vote?—I never asked him. I would not say whether Mr. Severn asked him, but I believe not. I will inquire this evening, and, if necessary, I will appear before you to-morrow.

The witness withdrew.

Re-examined 54,420.

Mr. William Jones called and examined.

Sir *John Llewelyn.*

54,269. You are Mr. William Jones, Dolberthog?—Yes.

54,270. What is it you wish to say?—I beg to inform you of the nature of my evidence. Having been farming the whole of my days in the mountainous districts of Wales I should like to say something in this direction. Taking things in general, I feel certain that the land is let at too high a price, especially for the last 12 years, which have been very bad, with the exception of the year 1889 and the year 1890. We farmers feel the want of some court of appeal to bring our complaints and grievances to, and I am under the strong impression that a land court will be a great benefit to Wales. Renting a mountain sheep farm, and having nearly 1,000 sheep on it, and the hills being all

Sir *John Llewelyn*—continued.

open, in some directions for 50 miles, I am of the firm opinion that it would be a great advantage to us to have the hills inclosed, and for this to be compulsory. We who hold sheep farms suffer great losses annually where the sheep have to remain on the mountains summer and winter. We have, on an average, as many as 20 per cent. of the lambs lost. If a Small Holdings Bill were to be passed, and for hill farmers to get farms in lowlands, then the sheep could be brought down during the severe winter months, and then there would be no such loss, but there would be a chance of saving the lambs. Wool is in a very depressed state. The average price of 40 years would be about 10*d.* of my class of wool; it is now 45 per cent. below that. Those are about all my grievances.

Professor *Rhŷs.*

54,271. Where is Dolberthog ?—It is about a mile from this place.

54,272. You have a good many sheep, have you not ?—Yes.

54,273. What you want is some place to take them down to in the winter ?—Yes, I have got that. This sheep farm is up on the top of the Brecknockshire mountains.

54,274. What is wanted for those who have hill farms is to be able to take their sheep down ?—Yes.

Sir *John Llewelyn.*

54,275. I can quite understand that. Dolberthog is your lowland farm ?—Yes, it is.

54,276. And your sheep farm is on the mountains ?—Yes.

54,277. Where is it ?—It is just where the Birmingham Corporation's place is.

Professor *Rhys.*

54,278. Is your sheep farm one of those that have been sold ?—No.

54,279. Is it near that part ?—It is adjoining.

54,280. What you want is a land court, is it not ?—Yes, I feel that would be very beneficial.

Mr. *Richard Jones.*

54,281. How do you think you would benefit by a land court ?—We should appeal for a reduction.

54,282. In the rent ?—Yes.

54,283. You think that one of the functions of a land court should be to fix the rent between the landlord and the tenant ?—That is exactly what I think.

54,284. That is, provided that they fail to agree ?—Yes.

54,285. Should the land court do anything else besides the fixing of rents ?—I should like to see that we got a guarantee not to disturb us if we meant to fertilize the soil in a good way.

54,286. You want fixity of tenure ?—Yes.

54,287. Should it be also one of the functions of the court to settle any of the claims that might be made by a landlord against a tenant, or by a tenant against a landlord ?—Yes, I would have no objection to that, for their agreements are very hard upon us.

54,288. What is the size of your farm, Dolberthog ?—170 acres.

54,289. Do you not bring some of the mountain sheep down from the mountain at the yeaning season ?—Yes.

54,290. But the lowland farm is not large enough ?—Yes it is. I bring this forward because of the large hill walks that have nothing ; I feel for my brothers and comrades on the mountains. I have been living there most of my life, and it grieved me to see the lambs die.

54,291. Have those farmers nothing but pure mountain land ?—Nothing at all. A few have little lowland, but the lakes now are taking the the best portions to be submerged.

Mr. *Richard Jones*—continued.

54,292. Of course it is a great disadvantage. How do you suggest that these mountains should be inclosed—who should bear the expense ?—Those people that would get it—the owners of the parish.

54,293. The owners of the mountain ?—Yes, the owners.

54,294. Do you think that the tenants would be prepared to pay a certain amount of interest ? —Oh, yes, they could well afford it.

54,295. What rate of interest ?—3*l.* per cent., I should say.

Mr. *Griffiths.*

54,296. Did this mountain at any time belong to the adjoining farms in the district, where they had some lowlands ?—No—very few, that is. I volunteered for the first, I think, to try for it.

54,297. But I mean, in years past, did it not belong to some of the lowland districts, and had they not rented it under the mountain at one time ?—No ; these are large sheep walks. They never go further. Sheep are never hardly brought to the fold—only to shear and ear-mark them.

54,298. What sort of fence do you suggest should be put up for the fold. Have you any stones available ?—No, no stones.

54,299. Thick fences ?—It is marsh land.

Mr. *Richard Jones.*

54,300. You have wires, I suppose ?—Yes, wires.

Mr. *Griffiths.*

54,301. Wire would not give much shelter for the sheep, would it ?—No, but we should take them away from these mountains in the winter time.

Sir *John Llewelyn.*

54,302. Are you a freeholder or a tenant-farmer ?—A tenant-farmer.

54,303. May I ask what rent you pay ?—I pay for Dolberthog about 80*l.* in my agreement.

54,304. And for the sheep walk ?—No, that is another contract with another person.

54,305. That is a different contract. What is the rent of that ?—That would be about 40*l.*

54,306. Between the two you pay about 120*l.*?—Yes.

54,307. Do you get any abatement upon that ? —Yes. I have had a permanent drop in Dolberthog of 10*l.* per cent., and 10*l* per cent. abatement.

54,308. If you had a land court, that would interfere in regard to your rent, what would happen if some one of your neighbours were to come and say, " Oh, but I am perfectly willing to " give that amount of rent?"—I should say that the landlord should not take it as long as the present tenant would be a responsible person —as long as the present tenant would be capable.

Sir *John Llewelyn*—continued.

54,309. Just so. How would the land court know whether you were capable of paying it or not. I only want to get at what is in your mind about it?—It depends upon who the land court would be.

54,310. Of course, I take it that everybody would wish that if such a court existed, it should be an impartial court?—Yes, impartial.

54,311. How would you obtain an impartial court?—By having the parish council, the district council, and the county council, united.

54,312. You think that they would be impartial?—Yes.

54,313. Do politics enter at all into your county council elections here?—Yes, they are on the move.

54,314. You mean the political agencies are active?—Yes, quite so, they are.

54,315. A suggestion has been made that in any arbitration court, the Board of Agriculture should have the power of nominating. Do you think that that would be better than local influence?—No, I believe not.

54,316. You think there ought to be local knowledge?—Yes, exactly.

54,317. How can you dissociate that local knowledge from prejudice?—The parish council would be in the parish where the court ought to be held, and there are no better men than they who are brought up on the soil; they can certainly beat any agent in the world.

54,318. You think, then, that local knowledge is essential?—Yes.

54,319. I quite agree with you in that. But I want to know what is in your mind as to the constitution of an impartial court; supposing that you obtained that impartial court, what is to prevent their taking the best bid that they can find?—I do not quite understand you.

54,320. Supposing that a good, substantial, farmer said that the 120*l.* which you were paying was not too high, and that he was willing to give that himself, what is to prevent the land court giving the farm to him?—It was not unreasonable at the time I took it; it was very moderate.

54,321. May I ask how long you have been there?—13 years at this one taking.

54,322. I suppose the rent is arranged upon an average of years, good and bad?—Yes, it is.

54,323. Was it raised upon you in the better years?—No; it was rented me when it was a good and prosperous time, and I agreed with it.

54,324. You agreed with it at the time?—Yes.

54,325. But you have had a bad season since?—Very bad.

54,326. And in consequence of that, there has been an abatement made?—Yes; but not enough.

54,327. Supposing that this judicial rent was fixed ——?—I should say a sliding scale one.

54,328. Very well. How would you slide?—Well, slide up and slide down.

54,329. In accordance with what basis?—The price of agricultural stock.

Sir *John Llewelyn*—continued.

54,330. The prices of agricultural stock?—Yes, of sheep, and so on.

54,331. You think, then, that this rent which is to be fixed by a land court should be not always the same, but should go upon a sliding scale?—Yes.

54,332. Then the average would be taken?—Yes.

54,333. And you would be content to go up in the good years if you came down in the bad years?—Quite so.

54,334. I quite agree with that. But is it not your experience of sliding scales that people are always content so long as it slides in their direction, and do not wish it to slide in the other?—Yes, quite so; but the landlord and agent will look to us when it is their side, and let us look to it when it is our side.

54,335. May I ask you a question with regard to disturbance; you said that you wished that the arrangements should be subject to no disturbance; how will you obtain that fixity of tenure?—I did not mention that.

54,336. Yes you did, I think. I took down your own words, that you wished there should be no disturbance?—No removal out of a farm without a just cause.

54,337. Is not that obtainable now under a lease. Mr. Campbell gave us very interesting evidence some little time back this morning, and he said he would not take a farm under any circumstances unless he was protected by a lease?—Yes, I heard him. I am quite agreeable on any estate to take it annually. *See* 53,692.

54,338. You are quite agreeble to take it annually?—Yes, quite agreeable, upon conditions.

54,339. On what conditions?—Well, a sliding scale.

54,340. But you are not safe then from disturbance. If you have only got it on an annual agreement you are not safe from disturbance?—I should be willing to risk that. We are at their mercy now.

Sir *John Llewelyn.*

I must say that if I were a farmer I should agree rather with Mr. Campbell; I should like to try to protect myself by a lease.

Mr. *Richard Jones.*

54,341. You say that the farmers suffer great losses from sheep—that they have lost sheep on the mountain?—Yes, they lose 20 per cent. of their lambs annually on the average.

54,342. Do you think that if there was a plantation on the mountain, that is, for shelter that they would suffer such losses?—In the hills it would dry in the spring-time; the grass would dry, and they would die from starvation. The ewes would grow too weak to maintain the lambs.

54,343. But if they had shelter it would be something for them?—Well, shelter would

Mr. *Richard Jones*—continued.

not supply their need. There have been some plantations planted many a time, but the plantations very soon die on the hills, owing to the severity of the storms.

54,344. Is that the case when they are planted in the most sheltered spots?—Then they are not required, if they are in a sheltered spot.

54,345. Of course, to some extent, that is true. It has never occurred to the tenants to apply for something of that sort to shelter their flocks, I suppose?—No, it has not.

Sir *John Llewelyn.*

54,346. I did not learn from you what your flock is. How many is your flock?—I could not tell exactly; I have not counted my lambs this time.

54,347. How many ewes?—I generally have about 200 lambs.

54,348. And your principal point is that you think that the hill farmers ought always to have a lowland farm, besides the mountain pasture, to bring down and winter their stock upon?—Yes, that is just what I am appealing for.

Sir *John Llewelyn*—continued.

Professor *Rhŷs.*

54,349. Are yours small mountain sheep?—Yes, the very smallest.

Mr. *Griffiths.*

54,349A. Is not this loss you have mentioned caused very often by there being too many sheep kept?—No, it is not that; it is the seasons that kills them—the hard frost kills all that long grass that grows on these mountains, till the sheep die of hunger.

Mr. *Richard Jones.*

54,350. Of course, if you had a farm at the bottom, where you could bring the sheep down in the winter, you would keep a better class of sheep, could you not?—Yes, a little. I suppose the wether sheep are to remain up there, once they are a year old.

The witness withdrew.

Mr. WILLIAM SMITH called and examined.

Sir *John Llewelyn.*

54,351. Where do you live?—Garth.

54,352. You wish to rebut some evidence that was given the day before yesterday?—Yes, at Builth.

See 52,386–52,388.

54,353. What was the witness's name?—Thomas Powell. He complained that the rent was too high on his farm, and I wish to say that the rents on the Garth estate are not high. There is a reduction made of 19½ per cent.; 12½ per cent. is permanent reduction. We allowed this tenant the permanent reduction, and we would have allowed him the temporary reduction if he had paid up his rent. He was not allowed the 7 per cent. The condition of that allowance was that if they paid the rents up in full they would be allowed the 7 per cent. reduction. This tenant farmed about 220 acres of land, and he never had any money to farm it, and the farm was getting in a deplorable state. The late Mr. Maitland spoke to him on several occasions, and advised him to give it up and take a smaller farm, and he agreed to do so at that time, but for some reason or other he held on until he owed three half-years' rent, and owing to the new Act, if I allowed that time to expire we could not claim—we cannot claim for more than one. We were quite willing that he should pay a part of it, but we were not willing to get out beyond the time, so that we could not recover any. We were quite willing to assist him in every way, but he made no attempt to pay, and the farm went on in a deplorable state, and there was no chance of his making any money; it was only going from bad to worse. He farmed a farm of over 220 acres. We took one field from him, and we allowed him 10*s.*, an acre for it. He pays about 8*s.* an acre for the rest of the farm, but we allowed him 10*s.* and thought that would help him. It was an out-of-the-way holding that we took from him and put on to another farm. He paid at least 8*l.* or 9*l.* for the two fields that he had, which was something over 8*s.* an acre. The farms on the Garth estate and the Madoc estate are let much about the same. They are let now about the same as they were 40 years ago. They were risen at one time, when we had the railway, but they have been since reduced, and taking the farms on the Garth estate, they are much about the same that they were 40 or 50 years ago. With regard to the machinery, he stated about the machinery that he was not allowed anything for it. His brother put up a water wheel with about 150 yards of spindles to work a machine. Samuel, the incoming tenant, who gave evidence before you at Builth, has taken this farm, and he has found out that the machinery will not work. Thomas Powell was told distinctly that if the machinery was in good working order he would be paid every penny for the machinery by the incoming tenant. Mrs. Maitland is perfectly willing to pay the full value of the machinery by valuation, and the reason that the matter is not settled is that the incoming tenant, who is a shrewd man, says "you will never put that machinery to "work, because I could have seen whether it "will work or not, and if you will wait until "October; if it will work properly, you will be "paid for the machinery." That is the reason why the machinery has not been paid for. It is Mrs. Maitland's wish to pay for all improvements that were done on her estate.

Sir *John Llewelyn*—continued.

54,354. I dare say, Mr. Smith, you will see justice done between the outgoing tenant and the incoming tenant?—I will.

Sir *John Llewelyn*—continued.

54,355. You are the estate agent?—Yes.

54,356. You will undertake to see justice done?—I will, of course.

54,357. Of course, it is only fair to the incoming tenant that he should pay for useful machinery, but not for useless machinery?—Yes, just so.

Mr. *Richard Jones.*

54,358. How did you come to let this farm to the man if he had no capital?—His father occupied the farm in the first instance; his father died. His father worked out the farm; I am sorry to say he got as much out of the farm as he possibly could, by over-cropping it, and then the two sons took the farm, William and Thomas Powell. William Powell went and lived in the town, and he did some horse-dealing, and he took his share out of this farm, and left Thomas Powell in possession of it. We were very sorry for this man; he was left without any money to farm that place, and he could not possibly farm the extent of land with the capital that he had. We did everything to assist him to get a smaller farm, and if we had had a smaller farm he should have had it at once, but he had too little capital to farm the farm.

Mr. *Griffiths.*

54,359. How did you give him notice in 1893 for an advance of rent. That is what he has stated—that he had notice to advance his rent to 90*l.*?—That is perfectly wrong. Mrs. Maitland would be quite willing, if there was any chance of his farming, and all the family of the Maitlands would be quite willing, to make a reduction in any way to meet the tenant. We have done so on several occasions.

Mr. *Griffiths*—continued.

54,360. What is the present rent to the tenant?—It is either 80*l.* or 85*l.*, I do not know which.

54,361. He has given us the rent as 80*l.*, and he stated that he had paid 90*l.*?—I think it is 85*l.*, but I will not say positively.

54,362. You would hardly be justified in requiring 10*l.*, more from him if he was in those circumstances?—It will take us, I do not know how many years, to put the farm in proper condition; it has been totally neglected. There is no doubt that this man ought not to have been allowed to farm that farm for the last eight or ten years.

54,363. But is it not the fact that a tenant who is not able to pay his rent in full is the one that requires most abatement. You did not give him an abatement at all, because he did not pay his rent in full?—No, it was not because of that. There was no attempt to farm; there was no farming there, and abatement was of no avail whatever to this tenant.

Mr. *Griffiths.*

54,364. Still, he required it the more. That is all I have to ask.

The witness withdrew.

Dr. Richard Harding called and examined.

Sir *John Llewelyn.*

54,365. You wish to make some statement?—Yes, with regard to the question of allotments and small holdings, as I am chairman of the Small Holdings and Allotments Committee of the county. I think some question arose as to dairy instructions. I am also chairman of the Technical Instruction Committee, and I think, perhaps, I might give you some explanation.

54,366. Yes, it will be very interesting to us. You are a county councillor?—Yes. I am also medical officer of health for a very large area in Radnorshire.

54,367. What can you tell us about the Small Holdings Act?—I should say first of all that no application for allotments has been made whatever to the committee of the county council—not a single application. Nine applications I think, as Lord Ormathwaite said, have been made for small holdings. They are principally for pasture land—with one exception. All the applications for pasture land were by people who had some trade that they were engaged in, and who wished to keep a cow, or, perhaps, a horse, or something of that kind, but none of them were distinctly agricultural labourers. The only instance of a large holding was in the case of a man who was leaving his occupation. He wanted from 25 to 30 acres in a particular neighbourhood, with a house of a certain size, which we were unable to get for him. That application was withdrawn, but in all the other instances we have been enabled to grant the application. I will not say in all, but in most of them we have been able to meet them. At present, I think, one or two or two or three, are in abeyance; but they are quite hopeful of settlement amicably. In most instances the plan we have adopted is this, I have taken upon myself as chairman, by direction of the committee, to ask a neighbouring landlord if he would meet the applicants, and he has, without exception, said he was perfectly willing if the tenants would agree. We have had, I am bound to say, a little more difficulty with the tenants. By tact we have overcome this, and we have fixed the rent in this way, that the tenant and the would-be small-holder have each nominated a man, and have settled the rent by arbitration.

Sir *John Llewelyn*—continued.

54,368. You are not medical officer, I think, for the county, but for a large area of it?—For a large area within the county, and also a part of Herefordshire.

54,369. May I ask whether that includes the district which was spoken of a short time ago by

Sir *John Llewelyn*—continued.

a witness, Mr. Bufton?—No, it does not, but I am concerned with a large portion of that district. I beg your pardon, a large portion of the district he mentioned is included in the area. I think he said from Rhayader to Forest Inn, so far as I remember.

See 54,096. 54,370. He spoke of a large number of houses?—Certainly From Forest Inn to half-way to Rhayader is within my district.

54,371 Do the houses that he spoke of as not being fit for human habitation come within your district?—I do not know of such houses. My sanitary authority have worked very well. We have adopted the Infectious Diseases Notification Act, and the Prevention Act, and I am bound to say that if any such cases as those came within their knowledge they would act promptly, With regard to technical instruction, I think you asked about dairying.

54,372. Yes?—Perhaps I should begin by saying that our share of the liquor money, which was asked about this morning, was 700*l.* a year.

54,373. That is about the same as a penny rate?—That is so. The first county council devoted 600*l.* a year of that for the purposes of intermediate education, but the 100*l.* was to be voted to technical agricultural instruction, and that 100*l.* was given to Aberyswyth College for that particular purpose, It was applied in the first year to lectures upon manure and manuring, to a certain extent, and partially to dairy classes. Last year it was applied, or it would have been applied if the classes would have filled, to dairy classes; but out of five centres fixed upon as suitable, only two filled, with this result, that there is at present, I think, 49*l.* or 50*l.* unexpended, and we, as a committee, had to ask our county council the other day what they proposed to do, and what they would like us to do, and what they would like us to do with the money this year, and I am sorry to say they very promptly told us that they would prefer in future to put it to the rates. Therefore we have no grant, and we shall have no grant in future, for technical instruction.

Mr. *Griffiths.*

54,374. Were these lectures given by Professor Parry?—They were.

54,375. Were they pretty successful?—I do not think they were.

54,376. Was the attendance good?—It was not. The adult attendance was certainly not good.

54,377. They did not take an interest in it?—No. I do not think the teaching of adults simply by lectures of that kind on manurial subjects is of much value, or is acceptable to the adult population of Radnorshire.

54,378. With regard to the lectures upon dairying and butter making, were they pretty good?—Speaking for my neighbourhood, I should say they were. Of the five centres only two filled, one of them being in my own neighbourhood, and the next, Penybout, and the latter class was continued for double the time that it

Mr. *Griffiths*—continued.

was previously arranged for, because the others had failed, and we also had a demonstration. There was a demonstration in butter making by the pupils at the Agricultural Show, which happened to be held at the same time in Penybout.

54,379. What was the result?—I am bound to say the result was that it was interesting to visitors, but the class of people we hoped to benefit did not seem to pay much attention to it.

54,380. It is not a good dairy district?—It is not.

54,381. And that might be the reason that they did not take so much interest?—I think a great many people are prejudiced against new ideas; but if the proof of the pudding was in the eating, we were able to sell our butter at a much better price than the ordinary butter was sold at.

54,382. You think that if it were adopted everywhere it would be advantageous?—I would hardly say that it would be advantageous in every way. I should like the teaching to be in this way, that instead of having cream imported the teachers should go round to the existing dairies, and teach the dairymaids not only to make butter with certain utensils and in certain places, with everything advantageous, but in the places in which they are bound to make it.

54,383. But they generally get the cream from the district as they go along, do they not?—This came from St. Clear's. It came daily, and it was very hot weather, and we had to get ice. I took upon myself to get a big supply of cold water and ice, which I need hardly tell you is impracticable in many places in Radnorshire.

54,384. Did you ever try the classes in the evenings?—Are you speaking of the dairy classes?

54,385. Yes, dairy classes at 7 o'clock in the evening?—No, we had none. We had them in the early morning.

54,386. In the evening the attendance is very much better, and the weather is cooler as a rule for making butter than earlier?—I speak for my own district: we had no difficulty, and I hope we shall be able to spend the very little money which the council has left to us by sending two of those pupils on with scholarships to take a further course.

54,387. Yes, we had the same thing in our county, but it is very expensive, and many farmers cannot even afford to do that. Do the pupils when they get to their homes adopt the system that they have been taught?—I can only speak for my own neighbourhood; in a few instances they have, and all the people in the neighbourhood have spoken with great favour of the system which was taught to them, and its results.

Mr. *Richard Jones.*

54,388. Are the rooms in the farmhouses suitable for dairy purposes generally?—You are speaking of dairies.

Mr. *Richard Jones*—continued.

54,389. Yes, places in which they are carried on?—No, I should hardly say that they were suitable; in many instances I should say that they were not fitted for dairying purposes.

54,390. So that really there is not much encouragement in that way to carry on the work of a dairy on an extensive scale?—There is no encouragement. In the first place, there is no sale on an extensive scale for dairy produce in Radnorshire.

54,391. Except in centres like this at Llandrindod. There would be a good market here, I suppose?—That is only at certain times of the year. In the winter it is practically nil. You cannot have a dairy farm for only some months of the year.

54,392. But you see the season of Llandrindod commences in May, and lasts until late in the autumn?—Yes. I do not quite see how people in my neighbourhood, for instance, are to get their butter here; there is no railway communication.

54,393. Yes, but I am talking about those who can?—Yes. I should say, speaking generally all over the county, there is no sale even in Llandrindod sufficient for any dairying to be carried on on a large scale.

54,394. We were told by Miss Joseph that she put down butter in casks. Is that the custom in your neighbourhood?—In my neighbourhood it is more often put down in steens. Those are earthenware pans.

54,395. Holding 40 or 50 lbs.?—Not so much—smaller.

54,396. What do they do there?—They keep it until the butter is scarce. They sell their butter at a good price, and eat that which is potted in the summer, if you follow me. In my neighbourhood, they sell the butter when it is at a good price, and eat what they potted in the summer. I will take the ordinary farmhouse in which butter is made in the summer, when there is no sale for it. As I know, last year or the year before, a great deal of butter was taken to market and brought back. They were offered 8*d.* and 8½*d.* a pound for it, and instead of selling it at that price it was potted down, and it was eaten by the farmers themselves in the house in the winter. The butter potted down was eaten, and they sold then what they made, it being at a better price. The butter they cannot sell at a good price is kept for their own consumption.

54,397. With respect to the lectures on manures, were they sufficiently elementary to be appreciated by the people?—No, I think they were decidedly too chemical, if you understand what I mean. There were too many chemical symbols employed, and they were not, as you say, sufficiently elementary for the adult mind to grasp, and the adult mind in Radnorshire is very slowly moved.

54,398. I suppose the Radnorshire farmers would look over a hedge if you had any field experiments?—I do not quite follow.

54,399. Have you had any field experiments?—None whatever.

Mr. *Richard Jones*—continued.

54,400. I thought perhaps, if they would not attend a lecture they might look at a plot of land?—I should like to say that having given this money to Aberystwyth we were practically in the hands of Aberystwyth as to what they would give us.

54,401. Yes; but I suppose Aberystwyth would accept any suggestion you made them?—I have no doubt they would, but unfortunately we are deprived of the power of making them now.

54,402. The course we take in Montgomeryshire is to suggest what we require, and then they afterwards draw out a scheme and submit it to the county council for their sanction. We are allowed to make any alterations we think best. Have any private gentlemen carried out any experiments on their home farms?—Yes, I think in one or two instances there were experiments, Professor Parry's instructions were followed.

54,403. Were the results published?—I do not think they were—not in my county. I believe they were published in this neighbourhood, or the next county.

54,404. So that really the neighbouring farmers would not derive any benefit from them?—Practically, I should say, from the manure lectures, no benefit whatever was derived. I believe someone rather cynically said that the manure agents derived a benefit.

Professor *Rhys*.

54,405. Do I understand you to say that there is no sale in winter for fresh butter here at all?—No, I did not say that; I said practically the sale was nil here. Of course there is a population in Llandrindod in the winter.

54,406. Till when do you consider the winter continues—till the beginning of the season, so to speak?—Yes, I should say so.

54,407. I think I found during the last few days that it answered the purpose of people to send butter here from St. Clear's?—I think they are, perhaps, prejudiced in Llandrindod against Radnorshire butter. I know we had no difficulty in selling them our school butter, and I believe if we had not sold them that, they would very likely have gone out of the country for other butter.

54,408. There are at least 600 people here during the winter?—Yes, there are more, but there are farms in the immediate neighbourhood which would supply sufficient for them.

54,409. Do you personally approve of this policy of the county council, in not voting any money for the teaching?—I did not vote on it.

54,410. You do not approve of it?—I do not approve of it. I can hardly be expected to as chairman of the committee. I asked them to abolish my committee at once. I am bound to say that I think it would have been fairer at first if, instead of devoting nearly the whole of the whisky money or liquor money, 600*l.*, to intermediate education, they had devoted less to that

Professor *Rhŷs*—continued.

and more, or at any rate, some portion of that, to permanent agricultural instruction in the county.

54,411. Yes, I think they ought to take some means of teaching people like those of Llandrindod to appreciate the products of Radnorshire ?—That is so.

Mr. *Richard Jones.*

54,412. But you could have an agricultural side to an intermediate scheme ?—Yes, but unfortunately we are obliged to be in the hands of the Commissioners as to an intermediate scheme, and it does not seem, if they are to have their way, that they will allow what we wish.

54,413. But they allow some latitude as to the subjects to be taught in the intermediate schools ?—They do. I think we have practically 2,500*l.* lying idle, waiting for the Charity Commissioners to make up their minds, and to say, after we have found the money, how we shall spend it.

54,414. But it is not lost ; if you have the money it will accumulate while it is not being used ?—I should say it is a great loss : there is one generation at least of boys and girls who might have the benefit of it.

Professor *Rhŷs.*

54,415. You would like to see the county council moving in the matter ?—I do not think it is the fault of the county council ; it is the fault of the Charity Commissioners, who have had our proposals for a scheme before them since 1892, and have not yet formulated these into a scheme.

54,416. Where is the obstruction ?—It is with the Charity Commissioners.

I should like to say one thing about rating. You heard something with regard to that subject. I am speaking generally for the whole area which I know of. The average rating for the year is not more than 1*s.* 10*d.* to 2*s.* 2*d.* unless there is the exceptional case of a school board, but we are very hardly pressed upon in Radnorshire by one fact, that we have no Union wholly within our own boundary, and therefore we have largely to contribute rates to the poor of neighbouring counties, which affects us in many instances very harshly.

Sir *John Llewelyn.*

54,417. Your rates, then, are not high compared with other parts of Wales ?—I should say our rates are not, usually. In my neighbourhood the rates of my union have been practically 10*d.* half yearly, that is 1*s.* 8*d.* a year.

54,418. Did that cover everything ?—That covered everything ; it covered the county rate and everything. This year it is rather more.

The witness withdrew.

Adjourned to Knighton.

SIXTY-THIRD DAY.

The Assembly Rooms, Knighton, Radnorshire, 12th May 1894.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR).

Professor RHŶS, M.A., LL.D.
Mr. RICHARD JONES.
Mr. JOHN MORGAN GRIFFITHS.

Mr. D. LLEUFER THOMAS, Secretary.
Mr. CECIL E. OWEN, Assistant Secretary.

Mr. J. E. VINCENT recalled and further examined.

Sir *John Llewelyn.*

54,419. I believe you wish to hand in some tables?—I will hand in a table of abatements and reductions, and some observations as to the history of rent on 22 estates in Breconshire, the acreage of which is 78,155 acres. Also of 14 estates in Radnorshire, the acreage of which is 71,977. I do not know whether the Commission would care for them or not, but there are a couple of agreements which have not yet been put in. The first is on the Marquis of Camden's Breconshire estates, and the other is on Mr. T. Wood's Gwernyfed estate. Of course you can take them or not as you wish.

Sir *John Llewelyn*—continued.

[*The witness handed in the following tables.*]

RADNORSHIRE.

LIST of ABATEMENTS and REDUCTIONS.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Mrs. E. R. Banks and W. H. Banks, Ridgebourne, Kington.	(In Radnor and Brecon 1,875 acres.)	10 per cent. has been returned to tenant on several farms. On a few a year's or half-year's rent has been written off.	Since 1877 some rents have been reduced 25 per cent., others less,	The estate as a whole has not been re-valued, but most of the rents have been reduced. No rents have been raised except for additional buildings upon which the tenant pays a per-centage.
Mrs. S. J. Bryan -	Crumgoed. (1,080 acres.)	We have on many occasions given something back, but cannot say what per-centage. All has depended on the need of the case.	Since 1877 the rents have been permanentlyreduced 15 to 20 per cent.	—
J. P. Chesment-Severn.	Penybont Hall. (In Radnor and Montgomery 10,000 acres.)	10 per cent. abatement has been granted in the years 1886, 1887, 1888, and 1892.	Since 1877 rents have been permanently reduced in five cases—average 12 per cent.	The estate has not been re-valued within the last 100 years. During the last half century practically no rents have been raised; interest has been charged for draining and fencing under enclosure awards, which the landlord has got to keep in good repair.
John Corrie Carter, Cefnfaes, Rhayader.	Upper Cefnfaes. (39 acres.)	I have made no abatements, except where I have by arrangement taken small portions into my own hands from the tenant for plantations, &c.	—	—

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Mrs. Gibson-Watt, Doldowlod, Rhayader.	Doldowlod, Rock House, Boatside, and New Radnor. (In Radnor and Brecon, 9,500 acres.)	An abatement of 10 to 15 per cent. was made from 1880 to 1885; 15 to 20 per cent. from 1886 to 1889 according to age of tenancies; 5 to 10 per cent. from 1889 to 1891.	In 1892 all farms were let tithe free and a permanent reduction of 5 to 10 per cent., made and a further temporary abatement of 10 per cent. allowed which we have reason to believe, according to age of tenancies, satisfied all the tenants.	The estate has not been revalued within the last 50 years. During that period rents have been raised in a few cases where change of tenancy has taken place, but in each case the farms now let at 5 per cent. below the valuation made.
George Augustus Haig, Pen Ithon.	Pen Ithon. (From 2,400 to 2,500 acres.)	I have frequently made abatements of 10 and 20 per cent., and during the last three years have given maize—usually one sack of maize for about 10*l.* of rental. But *there is not a farm on my property at the rent it brought in up to* 1879. Besides this I now give lime free and do a great deal of fencing, while before 1879 the tenants all kept up their own fencing, buying wood out of their own pockets.	There is not a farm on my property that has not been reduced 20 per cent. and many farms very much more. Pen Cwm was once let at 550*l.*, then at 450*l.*, now at 250*l.*; Ddulley Bank used to let at 225*l.*, it is now let in two divisions for 130*l.* (90*l.* and 40*l.*); Gorse used to let at 40*l.*, now for 28*l.*; Lower Llaithdre used to let at 56*l.*, now at 40*l.* with 6 acres more land. The farms, *owing to the growth of the plantations*, ought to have improved in rent as *shelter* is valuable, and had prices of stock and other things remained the same they would have improved.	Undoubtedly my rents have been raised. They were 454*l.* and 30*l.* when I bought, but for each 1*l.* spent in purchase money I have spent 3*l.* in permanent improvements—planting, enclosing, draining, road-making, new and greatly extended farmbuildings of all sorts. I was spending my own money and therefore reckoned no interest on the money I spent. Had I been spending borrowed money the income received *would not have paid one-third of the interest.*
Sir H. E. F. Lewis, Baronet, Harpton Court, Kington.	Harpton Court. (10,000 acres.)	From March 25th, 1886, to September 29th, 1888; also from September 29th, 1891, to September 29th, 1892, the tenants were allowed 10 per cent. reduction on their rents.	Permanent reductions of rent amounting to 610*l.* a year have been made.	The estate was valued in 1864, the result being, as far as I know, a slight increase of the rental. During the last half century, in a few instances, on a change of tenancy rents were raised, but have been again reduced.
P. C. Milbank, Norton, Presteigne.	Norton. (3,000 acres)	An abatement of 10 per cent. was granted last year and a promise of 15 per cent. for two more.	Since 1877 some rents have been permanently reduced.	The estate was valued last year when I purchased the property; the result is that it reduces receipts very slightly.
Lord Ormathwaite, Eywood, Titley, Herefordshire.	Llandewy, Cefnllys, and Gladestry. (13,500 acres.)	Ten per cent. abatement was made to all tenants in 1887, 1888, and 1892.	The rent-roll since my succeeding has been reduced by 246*l.*	The estate, to the best of my belief, has not been re-valued during the last 50 years. I have in no single case raised a rent since I have been in possession. In two instances, where the old tenants gave up farms to take larger ones in Shropshire, I received more from the new tenants than from the old.
Mrs. G. H. Philips, Abbey Cwm Hir.	Abbey Cwm Hir. (7,750 acres.)	Very liberal allowances have been made, varying from 20 to 5 per cent. for many years.	No reductions are required as the estate is very justly rented.	The estate has been revalued, but the valuation was not acted upon. No rents have been raised during the last half century.
Honourable Horace Plunkett, M.P., Mount Street, London.	Beguildy. (1,300 acres.)	A per-centage has been returned to some of the tenants during last three years.	The rent has been reduced about 5 per cent. since 1885.	—
Charles Coltman Rogers, Stanage Park, Knighton.	Stanage Park, Cwmgilla. (3,700 acres.)	Abatements of 10 per cent. were made on all rents due September 29th, 1879; 10 per cent. on rents due September 29th, 1885; the latter was continued half-yearly till March 25th, 1888, when rents were all reconsidered and some reductions made permanent.	Since 1877, nearly all rents have been permanently reduced, amounting to 320*l.*, or about 11½ per cent. on the rental.	The estate has not been re-valued. No rents have been raised since 1878.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Major-General J. R. and Mrs. Sladen, Rhydoldog, Rhayader.	Rhydoldog. (4,823 acres.)	Five per cent. returned whenever depression of farming interest made it necessary. For the last two years, from 7 to 10 per cent. returned.	One small farm has been reduced.	The estate was re-valued in 1874 or 1875.
W. W. Thomas-Moore, Old Hall, Llanvihangel.	Old Hall, Maesgwynne and other small estates (2,960 acres.)	Ten per cent. of the last half-year's rent.	Permanent reduction of rent-roll 245*l.*	The estate has not been re-valued. Rents have not been raised within the last 20 years.

BRECONSHIRE.

LIST of ABATEMENTS and REDUCTIONS.

Earl of Ashburnham, Dover Street, W.	Talgarth, 2,533 acres	15 per cent. in 1877 and 1888; 5 per cent. on one half-year in 1889; and 15 per cent. on one half-year in 1892.	One farm rented in 1873 at 600*l.* was reduced to 500*l.* in 1877; another rented in 1882 at 90*l.* was reduced in 1886 to 70*l.*	No rents have been raised except when land adjoining the town of Talgarth has come on hand by the death of tenants, and has been let in plots for accommodation purposes.
Marquis of Camden	Brecknockshire estates, 7,500 acres.	10 per cent. in 1880 and 1881, 1885–8 and 1892. 15 per cent. in 1893.	Rent of four farms reduced from total of 654*l.* to 555*l.*	Estate was re-valued in 1856, and some of the rents were then raised as found necessary. Since then the rents have been adjusted from time to time on changes of tenancy and the nominal rental is now about 7½ per cent. above that of 1856, before the valuation then made.
Mrs. E. R. Banks and W. H. Banks, Ridgebourne, Kington.	(In Radnor and Brecon, 1,875 acres.)	10 per cent. has been returned to tenant on several farms. On a few, a year's, or half-year's, rent has been written off.	Since 1877 some rents have been reduced 25 per cent.; others less.	The estate as a whole has not been re-valued, but most of the rents have been reduced. No rents have been raised except for additional buildings upon which the tenant pays a per-centage.
Mrs. Bold, Boughrood Castle.	Llanfihangel tal-y-llyn. (830 acres.)	- - - -	One farm to 1884 was let at 220*l.*, is now 180*l.* Another farm and bytach till 1880 was let at 320*l.*; for the farm I have 180*l.*, for the bytach the agreement is 60*l.*, but I have never received so much.	—
J. D. Dickinson, Ystradwrallt, Nantgaredig.	Glanhonddu. (1,000 acres.)	I have not, since 1877, granted any abatements.	I have reduced one farm from 210*l.* to 180*l.*, and another farm from 150*l.* to 130*l.*	—
Mrs. E. H. Gibson-Watt, Doldowlod. Rhayader.	Doldowlod, Rock House, New Radnor. (In Radnor and Brecon, 9,500 acres.)	An abatement of 10 to 15 per cent. was made from 1880 to 1885; 15 to 20 per cent. from 1886 to 1889, according to age of tenancies; 5 to 10 per cent. from 1890 to 1891.	In 1892 all the farms were let tithe free, and a permanent reduction of 5 to 10 per cent. made, and a further temporary abatement of 10 per cent. allowed, which we have reason to believe, according to the age of tenancies, satisfied all the tenants.	Rents have been raised in a few cases where a change of tenancy has taken place, but in each case the farms were let at 5 per cent. below the valuation made.
E. H. Greenly, Titley Court.	Oakfield, Caeran. (2,000 acres.)	1879, 1880, 15 and 10 per cent.; 1881, 1882, 1883, 1884, some 10 per cent.; 1885, some 15 per cent.; 1887, 1888, some 10 per cent.; 1892, 10 per cent.	1881, permanent reduction in most cases of 15 per cent.; 1886, permanent reduction in most cases of 15 per cent. The total reduction of rent roll since 1877 has been something over 20 per cent.	So far as I know the rents have not been raised during the last 50 years. The property has been in my possession about 20 years.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Mrs. Gwyn, Dyffryn, Neath.	Abercrave. (2,145 acres.)	Abatements are frequently granted. Amounts of 10 per cent., 15 per cent., and 20 per cent. have been remitted to individual tenants — leaseholders as well as yearly tenants. Ten per cent. all round was remitted at the last rent audit.	Many of the rents have been permanently reduced. During the last 12 years ending September 29th, 1892, the rental of the Breconshire estate has been reduced about 10 per cent. all round.	—
Capt. Howell Jones-Williams, Cui Park, Talybont.	Coity Mawr and Cui. (2,000 acres.)	On many occasions I have granted abatements of rent.	Roughly, I have reduced seven farms 175*l.*	—
James Lewis, Aberdare.	Glyncollwng. (In Brecon and Glamorgan, 1,800 acres.)	Ten per cent. for the last seven years, excepting in 1889–90; and 15 per cent. for the last half-year ending August 1892.	No permanent reductions.	—
Sir W. T. Lewis, Bart., Aberdare.	Cwmtâf. (In Brecon, Glamorgan, Carmarthen, and Monmouth, 1,200 acres.)	An abatement of 10 per cent. per annum has been granted to the Cwmtâf tenants for the half years ending Michaelmas 1891, Lady Day 1892, and Michaelmas 1892, respectively. Two of these farms, purchased in 1888, were then subject to an abatement of 10 per cent., which abatement has been continued, in addition to the further abatement of 10 per cent. in 1891 and 1892. Another farm in Breconshire has been reduced from 40*l.* to 30*l.* per annum for the last six years.	- - - -	I have only acquired the farms within the last 20 years, and there has been no re-valuation since they have come into my possession, nor have the rents been raised.
Capt. Lloyd-Harries, Llandilo.	(In Brecon and Carmarthen, 5,811 acres.)	10 per cent. allowed at Michaelmas 1885, Lady Day and Michaelmas 1886 and 1887, Lady Day 1888, and Lady Day and Michaelmas 1892.	In some cases reductions have been made.	The estate was re-valued in 1877, the result being a small increase in some places not amounting to 3 per cent. on the rental.
T. Lloyd-Barrow (for his wife, the owner of two-thirds of the Lloyd estate).	Lloyd. (In Brecon and Carmarthen, 4,457 acres.)	20 per cent. in November last, and 10 per cent. for the audit now due promised.	—	—
R. H. Mansel, as trustee for Mrs. Mansel and own property.	(In Monmouth, Glamorgan, and Brecon, 500 acres.)	Since 1877 the following abatements have been given:—5 per cent., 6½ per cent., 17 per cent., 9 per cent., 10 per cent., and 8 per cent.	—	—
Hugh P. Powel, Castle Madoc, Brecon.	Castle Madoc. (2,750 acres.)	I have since 1877 given back 10 per cent. on several occasions.	Most of my farms have been permanently reduced, excepting those where rents have not been raised for nearly half a century or those which are let as accommodation land.	The last time the estate was re-valued was in 1837, during my father's life. A few farms becoming vacant were re-valued some years ago with an increase of rental since reduced.
Rev. David Price, 18, Castle Street, Brecon.	Noyadd Farm and Brintymawr. (199 acres.)	I have allowed a rebate for several years on Noyadd of 25 per cent., and last year I have reduced the rent to that extent.	On Noyadd farm, one-fourth. On Brintymawr I have made no reduction as the farm is let at a very low rental.	Although I have had two or three tenants on each farm, the rent has not been increased since I came into possession some thirty years ago.

Name and Address of Landowner.	Estate.	Abatements.	Reductions.	Observations as to the History of Rents.
Trustees of the late Miss Charlotte Story-Maskelyne.	Losgoed. (3,300 acres.)	From September 1879 till September 1885 a 10 per cent. abatement (in some instances more) was regularly made. In one or two instances in lieu of the 10 per cent. more than an equivalent was allowed in the form of a remission of a portion of local rates or other allowance. During this period on one holding in lieu of 10 per cent. there was allowed in March 1880, 15 per cent. in September 1881, 20 per cent., in March 1882, 23 per cent., in September 1882, 27 per cent., in March 1883, 37 per cent., in September 1883, 30 per cent., in September 1884, 26 per cent., and in March 1885 this holding was permanently reduced 33 per cent.	In 1885 and 1886 a permanent reduction was made amounting to 26 per cent. on the old rent roll, and the rents have since remained at the same figure, except that *one* holding was increased 14½ per cent. from March 1890 till September 1892 when the 14½ per cent. was taken off again.	The estate has not been valued for purposes of rental so far as the owners are aware during the last 50 years. No rents have been raised in the last 20 years except as noted in the previous column, and this was under a mutual arrangement between landlord and tentant in view of the heavy reduction previously made.
Miss Clara Thomas, Llwynmadoc.	Llwynmadoc. (9,728 acres.)	Abatements for three half years ending Michaelmas, 1886, of 15 per cent.; and for two half years ending Michaelmas 1892 of 10 per cent.	Taking the rental of 1853 as the basis; the rental in 1863 was 2 per cent. higher; in 1878, 23·9 per cent. higher; and in 1893 is 4·8 per cent. higher than the rental in 1853. The general rise, based on a new valuation, took place in 1874, amounting on the whole to 22 per cent. The general reduction amounting to 14 per cent. took effect from Michaelmas 1886. Individual reductions made at various times since 1876 account for the further 5 per cent. of reduction.	The estate was valued by J. M. Davies, of Froodvale, Llandilo, in 1873. His valuation was 36·2 higher than the rental in 1855. The rents were raised as the result of this valuation 22 per cent. on the 1855 rental.
A. V. H. Vaughan-Lee, Dillington Park, Ilminster.	Lanllay. (In Glamorgan and Brecon, 5,800 acres.)	No general reduction or abatement has been made, but in some instances allowances have made.	Taking the whole of the farm rental it is 7 per cent. less now than in 1877.	No general re-valuation has taken place, but in some instances rents have have been altered. Comparing the rental of a portion of the property (about 3,500 acres), the difference in the rental between the present time and 50 years ago is 44*l.* 10*s.* in favour of the present time.
J. E. Vaughan, Rheola, Neath.	Rheola. (In Glamorgan and Brecon, 5,800 acres.)	On occasions abatements have been made in individual cases; but no general abatement has been made, the rents having remained unaltered for a very long period.	The rent-roll from farms on this estate is about 4 per cent. lower than it was in 1887, and in some cases the lands are let tithe free, which increases the per-centage of reduction by about another 2 per cent., making in all 6 per cent. reduction.	There has been no general valuation of the property during the last 50 years. A considerable portion of it had been let at nominal rents for lives by a former owner, a fine having been taken, and as these fell in the farms were re-let at fair rents.
Miss Susan Williams, Trephilip.	Pentregwyn. (200 acres.)	I gave back 10 per cent. per annum in 1879, the times being so bad, and this continued till 1885, when I permanently lowered the rent.	I permanently reduced the rent 30*l.* in 1885, viz., from 120*l.* to 90*l.*	——
Lieut.-Col. Wood, Gwernyfed Park, Three Cocks.	Gwernyfed. (5,227 acres.)	Per-centage returned:— 10 per cent. in 1885. 15 „ 1886. 15 „ 1887. 10 „ 1888. 2½ „ 1889. 10 „ 1891. 12½ „ 1892. 20 per cent. on losses of sheep by liver rot in 1880.	In one or two cases I have permanently reduced the rent by paying the tithe.	I believe the estate was valued in 1863. Rents have not been raised on sitting tenants. On fresh takings there has been sometimes a small increase, but generally on account of some improvement executed by me.

The witness withdrew

Mr. JAMES HAMER recalled and further examined.

Sir *John Llewelyn.*

Previously examined at 54,258–54,268.

54,420. I think you desire to give rebutting evidence as to something which was stated yesterday?—Yes, I went into part of the case yesterday, as far as I could from my personal knowledge, and I also reported yesterday evening the facts to Mr. Severn. He desired me to emphatically deny the allegations which were brought against him yesterday, that is, for disturbing tenants for political reasons. The facts are as I stated them yesterday, and which I suppose it is not necessary for me to repeat.

See 54,225–54,241.

54,421. No, there is no necessity to repeat them. Have you anything to add?—I may say one thing to show there was no political bias in the matter with reference to the family at all. We appointed a brother-in-law one of our workmen.

54,422. What family do you speak of?—The Bufton family. The house was vacated by Thomas Price who occupied it. We let that cottage with a small holding of a few acres to a brother in-law of Bufton, and he has been our workmen ever since. Again to show that Mr. Severn had no political motive in any way against the family of Bufton, we had a cottage which was vacated a year or two afterwards, and we allowed Mrs. Bufton, the mother of Bufton, to occupy that cottage by paying the tenant of the other (it was a double cottage) a small acknowledgment for occupying it. I think that shows we had no political feeling with reference to the family of Bufton at all. Mr. Severn emphatically denies disturbing him for political purposes. The reason was as I stated to the Commission yesterday. Further Mr. Scandrett will speak to the notice served upon him, and Mrs. Boulter, the daughter of Mr. Evans, will speak as to the notice which was served upon him. I do not know whether at the close of the list of regular witnesses for to-day you would allow me to give evidence, but I am instructed by Mr. Severn to make an appeal to the Commission to allow me to give general evidence, as his character has been rather attacked in this matter. Mr. Severn is a gentleman of 80 years of age, and he cannot take any part in this inquiry. He succeeded his father who had occupied in the county.

54,423. Before you go into general evidence I will take the wishes of my colleagues upon the matter. The rules of the Commission are that notice of intention to give evidence should be sent seven days beforehand?—Yes, but there has been a charge brought against Mr. Severn, and I should like the Commissioners to allow me to give general evidence. I am quite prepared to answer any question upon any part of your inquiry, and I shall take it as a great favour on behalf of Mr. Severn to be allowed to do so, as he has always borne an excellent character in this county.

54,424. We are bound to give precedence to those who sent in their evidence in the ordinary way?—I think I can give some information to the Commission on subjects which would be of advantage, if you would like to hear me.

Mr. *Richard Jones.*

54,425. Mr. Bufton stated yesterday that Mr. Severn himself had called with his brother. Does Mr. Severn deny that?—Certainly. I admitted yesterday asking Bufton to vote. It was not Mr. Severn who spoke to him at all.

54,426. Then with reference to the gardener, who was a tenant of Miss Severn's, have you made any further inquiries respecting that case?—I have.

See 54,14[illegible] 55,039–55,044.

54,427. What is the result?—She denies that it was from political motives. I went there yesterday afternoon, after the Commissioners rose, and I stated what had taken place. She denies it, and if you like I can explain the whole of the facts of the case.

54,428. If there was no truth in the thing, why did she not come forward to make a statement herself?—She is an elderly lady and I do not think she goes out of the house except in the front; she is 76 or 77 years of age, and she scarcely ever goes further than her lawn in front of the house.

54,429. Then will you kindly give us the explanation?—Well, the Autumn before, Miss Severn wanted to discharge the gardener.

54,430. The autumn before what; before the county council election?—Before the county council election.

54,431. When was the county council election?—In March 1892, I think I may say that Miss Severn's housekeeper is a married woman, and her husband has been living in South Wales. Miss Severn wanted the husband to come and manage the garden, and to look about the house and to give the man notice to leave. The housekeeper objected to it. I got this information from the wife as well as from Mr. Severn. She objected to her husband coming to live there. She thought it would not be very pleasant to have her husband in the house. After the election he sent a message to Miss Severn; I do not mind saying this, that Miss Severn did not see the man personally, but anything that transpired, transpired through the housekeeper. There was no personal interview on the part of Miss Severn. That I understood from Mrs. Davies.

54,432. With the gardener?—With the gardener.

54,433. If there was any canvassing done, it was done through the housekeeper?—Yes, through the housekeeper. The housekeeper told me that. I did not see Miss Severn on that question. She took some message; she did not give me the message; she said "I can "stand no more of this nonsense, he shall go."

54,434. What nonsense?—There had been something about attending; he was only working there part of the time; he was not fully employed at the house; he had been going and coming, I suppose, just as it suited him.

54,435. Anything further?—Nothing further.

54,436. What about the servants. The allegation was made that she interfered with the servants?—I asked the minister. The

Mr. *Richard Jones*—continued.

young woman was a Baptist. He told me when she attended service she attended his chapel, and Mrs. Davies the housekeeper told me afterwards when she attended any service she attended the Baptist chapel. She does not go out every Sunday, but when she does she goes to the Baptist chapel.

See 55,038.

54,437. Is it true that Miss Severn told the servants that they were not to go to the Baptist chapel?—That is more than I can say. They do now I can say, but I do not ask that.

54,438. There is no interference with their religious opinions now?—No, there is not.

54,439. Did not the minister come to Miss Severn and tell her that he thought it was not right that she should interfere with the people?—That is more than I can say. I understood it was her, so that I asked the housekeeper. I did not ask Miss Severn the question, and I asked Mr. Jones, the minister at the Baptist chapel; he said: "When Mrs. "Davies does attend service she attends at my "chapel." I asked Mrs. Davies, and she said when she attended anywhere she attended at the Baptist chapel. As I think I said yesterday, I wish to repeat that our tenants, with very few exceptions, and there are between 50 and 60, are nearly all Dissenters. I question if we have half-a-dozen churchmen, and I may say I am a Dissenter myself.

Mr. *Richard Jones*—continued.

54,440. I suppose it is quite true that this gardener was turned off and sent away after the county council election?—Yes, it was after. I may say there was a report at the time, and Mr. Severn, the brother, sent me to Llandrindod to make inquiries about it, and he remonstrated with Miss Severn for such a foolish thing, and she denied it was for political purposes. I went up at Mr. Severn's request, and he was very much annoyed, but she said there were other reasons why he was sent away.

54,441. Do you not think it would have been more discreet on her part if she had left it for three weeks or a month?—I am quite prepared to admit that Mr. Severn thought so too. He sent me up. I wish to be quite candid with the Commission. I do not wish to conceal anything whatever.

Professor *Rhŷs*.

54,442. The allegation with reference to the servants was, I think, that Miss Severn had warned them not to attend chapel. You do not know anything about that?—I did not ask Miss Severn that question. I asked the housekeeper herself, and she told me when she attends any service she attends the Baptist chapel.

54,443. That is beside the mark?—I did not ask Miss Severn.

The witness withdrew.

Re-examined 54,906.

Mr. WILLIAM SCANDRETT called and examined

Sir *John Llewelyn*.

See 54,241.

54,444. Where do you reside?—Penybont.

54,445. Were you a tenant of Mr. Severn's at Penybont?—I lived under the present Mr. Severn and his father for 38 years.

54,446. Did you have notice to quit?—Yes.

54,447. Why?—Because I wished him to give me notice.

54,448. Did you ask Mr. Hamer to serve you with notice to quit?—I asked him to ask Mr. Severn. My wife and I had decided to give up business and to live upon what little we had. I requested Mr. Hamer to ask Mr. Severn. I thought it more prudent for him to send me a notice than for me to send him one.

54,449. When was that?—I should think it was about 12 years ago; somewhere thereabouts.

54,450. Is it true that politics were the cause of your giving notice?—Not in the least.

54,451. Mr. Bufton asks this question: "Had "you heard that you were to take notice before "you went to ask them to give you notice?"—No, I sent to ask Mr. Severn to send me notice; he declined to do so. He would not do so.

54,452. Why did you not give notice in the usual way, and not ask them to give you notice?—Because I thought it would be more prudent to have a notice from the landlord than for me as a tenant to give him notice. I wish further to say that after he sent back to say he did not

Sir *John Llewelyn*—continued.

wish to lose me as a tenant, and he would not have given me notice. I think I did not tell Mr. Hamer that I intended to give up business; I think not, but I will not be positive about that. When he said he would not send me notice I sent again to him to tell him that I intended to give up business, and that the place was of no use to me. I did give up when the six months were up, after he gave me notice. If politics had induced Mr. Severn to give me notice he would have done it, but he refused to do it as first. After consideration he agreed to send me a notice, and he did.

Mr. *Griffiths*.

54,453. Did you have any conversation with Mr. Bufton with regard to this notice?—I do not know anything about that notice particularly.

54,454. Did you tell him that you were going to give up the house?—I might have done so, but I do not recollect.

54,455. You had no conversation at all with him?—That I cannot say. It is 12 years ago as I stated before. I am getting on for 90 years of age now.

54,456. I thought you might have remembered whether you mentioned it or not?—I do not remember.

Mr. *Richard Jones.*

54,457. Are you aware that it is the usual thing for the tenant to give notice to the landlord when he wants to leave a place?—Yes, I am aware of that.

54,458. Were you afraid that Mr. Severn would in any way be offended if you gave notice to him?—That was my idea about it.

54,459. Do you think he would be offended with you if you told him the reason you gave notice was that you wanted to leave the house?—I thought it was better for the tenant to ask the landlord to give him notice than for the tenant to give notice. That is my idea. I might be wrong, we have all different ideas on different subjects.

54,460. I think it would be more prudent on the part of the landlord to refuse to give you notice?—Perhaps so. May I make one remark further, and that is, when I was about to leave, a few days before I did leave, Mr. Severn came down to the house to see what repairs it would require for the incoming tenant. My son occupied the house after. He lives with Mr. Severn, and Mr. Hamer was with him, and as he left, after he had inspected the house, Mr. Severn said to me, "I am sorry, Scandrett, that you are going "to leave us. I hope the remaining years of "your life will be spent in comfort. You are "one of the oldest tenants of my father."

Mr. *Richard Jones*—continued.

Sir *John Llewelyn.*

54,461. Mr. Vincent hands in this question: "Is it the custom in this country when a tenant "wishes to retire from business for him to ask "the landlord to give notsce?"—I do not know whether it is the custom or not. It is a mere matter of opinion I think.

54,462. Mr. Bufton asks this question: "Is "your son butler to Mr. Severn?"—Yes.

The witness withdrew.

Mrs. ELIZA BOULTER called and examined.

Sir *John Llewelyn.*

54,463. Is your address the Post Office, Penybont?—Yes.

54,464. Are you the daughter of Mr. Evans?—Of the late Mr. Evans.

See 54,241. 54,465. Who was mentioned yesterday?—Yes.

54,466. Did your father hold some land under Mr. Severn?—Yes, land belonging to the cottage.

54,467. Was there more than one holding?—Not at the time he first occupied it. We removed from the cottage to the premises I now occupy, while the old premises were undergoing repairs. We found that the premises we are occupying now were better situated for the post office, and we asked Mr. Severn to allow us to remain there and still hold the land which belonged to the other cottage, which he permitted my father to do.

54,468. What did he do with it then?—He let the cottage to Mr. Edward Bufton, shoemaker.

54,469. Is that Mr. Edward Bufton the brother of this gentleman?—Yes.

54,470. Your father occupied one holding himself and sub-let the other to Mr. Bufton?—Yes, simply because he did not require the house, only the stable and land which belonged to the other cottage.

54,471. Did your father receive notice to quit in respect of the holding he occupied?—No, not the holding he occupied; that would be the cottage where we held the post office.

54,472. Did you receive notice to quit in respect of the other?—He received notice to give up the other one.

54,473. Had politics anything to do with that notice?—I believe not the slightest. We had no reason to think so.

54,474. Who occupied this cottage afterwards?—After Mr. Bufton left it?

54,475. Yes?—Mr. Severn's house-porter—an elderly man.

Professor *Rhŷs.*

54,476. So far as you know there was no political consideration mixed up with the matter?—I am quite sure there was not.

54,477. Have you heard any reason assigned?—No, nothing, only that Mr. Severn's house porter wished to have the cottage that belonged to the land my father had at the time.

54,478. Had the other man been long in the neighbourhood?—He lived at a small holding of Mr. Severn's in the neighbourhood, and he wished to come nearer the village on account of attending the hall on Sundays—attending to the dogs and duties about the house, I think. That is the reason he came to live in the cottage that my father rented.

54,479. Had he been living some time at where he was before he got this cottage?—I should think he would have been.

54,480. Was there any particular reason at that time to make the move?—Yes, I should think there would be a particular reason owing to his taking the duties of another old man who had left the Hall. Thomas Price was an old man and wished to be nearer the Hall to attend to the dogs and other duties about the house. That was the reason given to my father, so far as I know.

Sir *John Llewelyn.*

54,481. There is a question handed in by Mr. Bufton, "Why had your father notice to quit"?—I think it would be on account of Mr. Severn wishing his servant to occupy the cottage that my father held.

54,482-3. And another question, "Had he "notice for the two cottages?" I think you answered one and not the other?—No, he had not for the two. I should like to state one thing as to Mr. Severn's kindness when my father died. It was through Mr. Severn's recommendation that I had the appointment,

Sir *John Llewelyn*—continued.

and he has been most kind to us at all times. I think it is through Mr. Severn's influence that I have the appointment I now hold.

54,484. I understand when notice was given, it was given in respect of one of the two holdings and not in respect of the other?—Not in respect of the other, and we still have the land which belonged to the other.

54,485. There was nothing against your family?—Nothing at all that I am aware of.

The witness withdrew.

Mr. Evan Bufton recalled and further examined.

Sir *John Llewelyn.*

Previously examined 1st Qu. 54,257.

54,486. Do you wish to add anything, Mr. Bufton?—I should like to remind the Commissioners that I did not state yesterday that Mr. Severn called personally upon my brother, but that he and the agent saw him going to the carriage to go to the polling booth. It was Mr. Severn's agent who called upon him and asked him these questions as to voting, which he admitted yesterday.

Mr. *Richard Jones.*

54,487. It was my mistake then?—Yes; I only want to put that right. I have had no opportunity, of course, of bringing any further proof. But as regards Miss Severn's case, the man who was evicted was coming down, but has missed the train. He is coming by the next train, but I suppose it will be too late. There is one witness here who can give evidence who was stopped in the same way as the gardener.

Sir *John Llewelyn.*

54,488. I dare say you will observe how very undesirable it is to receive such evidence second-hand if the people themselves can come?—Quite so; I did not think it was going to be rebutted.

54,489. We can hardly take their evidence to-day, if they have not sent notice of the evidence they intend to give?—I am entirely in your hands. It was such a clear case that I had not the slightest idea that it was going to be refuted. I may tell you that the man went there the evening before, which, of course, Mr. Hamer cannot deny, as you can gather from his statement; and he was asked, through the housekeeper, whether he was going to vote for me or for the other candidate, and he said he should not say which, and he was told straight—

54,490. Told by whom?—By the housekeeper—that he would be dismissed. Well, he said he should not say who he was going to vote for. The next morning he went as usual, and he was told his services were no longer required. There was another man—Mr. Jones—stopped in the same way after the election. He was hauling all the coal, and he never had to take a load afterwards. That was the general election; the same time as the servants were stopped going to the Baptist chapel. Mr. Jones, who was supplying Miss Severn with coal, was stopped. He was told he should not haul any more. He happened to be the Liberal agent for that district. Mr. Jones, the Baptist minister at Llandrindod, went to this man twice (he was also stopped for his political views) to know if there was anything to be done, because the two servants happened to be members of his chapel, that is, the Baptist chapel, Llandrindod, and they were told they must not go there, but they must go to church. *See* 55,036.

Sir *John Llewelyn.*—continued.

54,491. Did you hear what Mr. Hamer said with regard to Miss Severn's housekeeper, that she still goes to the Baptist chapel?—I did. It is quite right, but it was on that ground that Mr. Jones, the Baptist minister, wrote a note to Miss Severn. I am not quite sure whether he threatened to expose her in the papers, but, however, after he wrote that letter to her she permitted the servants to continue to go to chapel, after being kept away for one or two Sundays. Mr. Jones is here, and would like to testify to that if necessary.

Mr. *Griffiths.*

54,492. You still maintain your brother had to leave owing to that?—That was the general opinion, and I have not the slightest doubt myself. Of course it is hard to prove those things.

The witness withdrew.

Mr. Richard Hamer called and examined.

Sir *John Llewelyn.*

54,493. You are Mr. Richard Hamer, Cwmgilla, Knighton?—Yes.

54,494. Are you a tenant farmer?—Yes.

54,495. What is the size of your holding?—It is something over 500 acres.

54,496. Would you tell me what the rent is?—426*l.*

54,497. Do you give evidence for the district, or for yourself only?—I believe for myself.

Sir *John Llewelyn*—continued.

54,498. You are well acquainted with the district in which you live?—Yes.

54,499. I have a note on your statement that you give evidence for the Knighton district?—It may be for the district.

54,500. Are you the spokesman of any meeting, or any number of men?—No.

54,501. Have there been any enclosures in this district?—Not of late years. I should think it must be 40 years since there were any.

Sir *John Llewelyn*—continued.

54,502. What do you consider the effect of the enclosure that took place 40 years ago may have been?—It has been to encourage cultivation in one way. There has been a good deal of land cultivated. The next thing was there was a good deal of land put out into small allotments for people with a little capital—plenty of small holdings

54,503. Would that have the effect of giving men with small capital a chance of becoming purchasers of small holdings?—It would.

54,504. Do you know, as a matter of fact, that it was taken advantage of in that way?—Yes, very much so.

54,505. Were recreation grounds apportioned?—They were.

54,506. What became of them?—They are let out now to tenants. The money at one time went to the National Schools, but now I think it is taken possession of by some authority—I do not know what it is. They receive the money now, and I believe it is accumulating.

54,507. Was it put out for allotments?—It was put out for recreation ground.

54,508. And then?—Then it was put out for allotments—what I know of.

54,509. Were the allotments taken advantage of?—No, they were not.

54,510. So the churchwardens took the land, did they?—Yes.

54,511. And let it out?—And let it out.

54,512. Do you know in whom the money is vested?—I do not know now, but there are some Commissioners that take it now, and receive the money, and I believe it is accumulating to build or improve the recreation ground. At one time it went to the National Schools.

54,513. Do you consider there is more confidence under large or small landowners?—I myself should prefer large landowners. I think there is more confidence with them.

54,514. Is there any drawback to the tenure of land under small landowners?—You mean with regard to being tenants?

54,515. Yes?—There is a great drawback, that under small landowners sometimes a property gets divided and left to different children, and then it has to be sold, so that the tenant has not the security under small landlords that he would have under large ones.

54,516. Do you consider that differences of language, politics, or religion have any effect in this neighbourhood?—Not at all that I know of.

54,517. What is the usual date of entry?—25th March.

54,518. And are the tenancies annual?—Yes, yearly, generally speaking.

54,519. Are there many leases?—Not many, I think.

54,520. Do you think there are more changes now of tenancy than there were formerly?—There have been a few of late years, I think rather more than formerly.

54,521. Are there any oppressive clauses in the old agreements?—I never had anything to do with an oppressive clause that I know of.

Sir *John Llewelyn*—continued.

54,522. If there are any, are they enforced?—I never had any enforced, nor heard of any.

54,523. Do you think that penalising clauses in an agreement are necessary?—Yes, I do.

54,524. As against a bad tenant, I suppose?—Yes, or a good one, for he may plough up land such as meadow or pasture land.

54,525. I take it a very good tenant would not do that, would he?—Well, he may do it. I think it is a very good precaution to put in.

54,526. But if there are any, you do not know of any cases of enforcement?—No, I do not. I know of a case where it could have been enforced if they had liked, but it was not done.

54,527. How is the rent calculated?—When you are taking a farm, do you mean?

54,528. Yes?—They generally find out how many acres you have, and how much an acre you consider it is worth, and then calculate it.

54,529. It is fixed upon a gross sum calculated at so much per acre?—Yes.

54,530. And it is I suppose arranged by private treaty?—Yes.

54,531. Can you suggest any better mode than that?—No, I cannot.

54,532. Do you think farms are let to the highest bidders?—No, certainly not.

54,533. I suppose a landlord in letting would take into consideration the best farmer?—Yes, and what he is worth whether he is able to stock the farm or not, I should fancy.

54,534. Are there any reductions or abatements in rent?—Yes, there have been a good few.

54,535. Sometimes one and sometimes the other?—I do not know of any rise in late years.

54,536. No, but have there been any permanent reductions?—Yes.

54,537. And some abatements?—And some abatements.

54,538. The rent in your own case has been modified, I think, has it not?—Yes it has.

54,539. I think you told us that 426*l.* was the amount. It has been reduced?—Yes.

54,540. In respect of that reduction did you obtain a reduction of your assessment before the Assessment Committee also?—Yes.

54,541. What is the practice of the Assessment Committee of your board of guardians in respect to an abatement?—An abatement of rates do you mean?

54,542. Whether the Assessment Committee would reduce the assessment of an abatement only is made, and not a reduction?—They do not—you mean the per-centage?

54,543. Yes?—They do not, generally speaking.

54,544. But in the case of a permanent reduction they would?—Yes, then they reduce the rates.

54,545. Is that reduction the result of an understanding between the landlord and the tenant?—Yes, in my case it is.

54,546. Have there been any cases of rents being raised since 1874?—Not that I am aware of.

Sir *John Llewelyn*—continued.

54,547. What can you tell us about the prices of agricultural stock?—The prices of stock.

54,548. Yes, and of all agricultural produce?—I do not know of anything that is selling well at present.

54,549. Has there been generally a fall in prices?—There has, very considerable.

54,550. When are the rents payable—how long after they become due?—There are different times under different landlords. My landlord is about four months—four to five months. Some give six months even.

54,551. What is your opinion of the preferential claim of the landlord. Is it beneficial or the contrary to the tenants?—I think if a landlord is sure of getting his rent, if it is within six months or 12 months after, he gives a tenant a chance of meeting better markets and keeping his stock longer.

54,552. You think then that the preferential claim for rent is beneficial to the tenant?—I do.

54,553. How are the tithes paid?—The tithes are now paid with the rents.

54,554. Formerly they used to be paid by the occupier?—Yes.

54,555. The land tax, chief rent, and income tax are paid by whom?—By the landlord.

54,556. Who pays the rates?—The occupier.

54,557. Have those rates increased or not?—They have increased.

54,558. How much?—The road rates are considerably increased.

54,559. Should you say that they have as much as doubled in the last 25 years?—Yes, they are quite double since turnpike gates have been taken off.

54,560. What are the causes?—I think the removing of the turnpike gates in a great measure.

54,561. Is there anything else?—I think that the officials have more salary now.

54,562. Wages?—Yes—labour.

54,563. Cost of labour?—Yes.

54,564. That would not of course come under the head of rates?—It comes out of the rates.

54,565. Oh, that is what you mean—the cost of labour upon the roads, and so on, is the cause of the rates being increased to that extent?—Yes.

54,566. I understand. Do you consider the larger or smaller farms to be most beneficial to the country?—I think the larger the farm is the better they are managed generally, because they have more strength in labour and horses.

54,567. More men and horses are used on the farm?—Yes. With regard to the inhabitants, I think, perhaps, if there were more smaller farms children would be reared up with more advantage to the country, and they would make better servants.

54,568. In bad times which suffer the most, the large holdings or the small holdings?—I think the small holidings.

54,569. Is labour scarce?—It is.

54,570. Has much land been reclaimed?—Yes.

54,571. By whom?—By the tenants chiefly.

Sir *John Llewelyn*—continued.

54,572. Has there been much laying down of arable land to pasture?—Not so much in this neighbourhood.

54,573. If this takes place, who provides the seeds for permanent pasture?—The landlord, in most cases that I know of.

54,574. And the farmer finds the labour?—Yes; sometimes the landlord allows manure. I have had it allowed in my case once or twice.

54,575. Have the root crops increased or not?—They have increased very much of late.

54,576. Who does the improvements upon the land—the buildings, for example?—The landlord.

54,577. Who does the drainage?—The landlord.

54,578. Who would find the quicks for fences?—The landlord in my case, and in the case of everyone else that I know of; I do not know of anyone else who would find it.

54,579. By protection fences in your statement, I suppose you mean boundary fences?—Yes.

54,580. And does the landlord find materials for gates?—Yes.

54,581. What does the tenant do—does he erect the gates?—Yes; he erects the gates—I generally do so, at least.

54,582. Upon that question, who finds the hinges for the gates?—I do in my case. I cannot answer for other people.

54,583. It is rather a peculiar point, because I have known in some estates—and I am sorry to say it is so on my estate—that the custom was that the landlord found the gates, but not the hinges, and the consequence was that the gates were never hung, and they very soon went to pieces?—I think where the tenants have to find the hinges they look after them very much better.

54,584. Yes; and it is better too, I think?—I know I have a little farm of my own that I let, and if I had to find the hinges I should be very often at it.

54,585. What is your agreement about improvements? Have you a copy of your agreement with you?—No, I have not.

54,586. You have an agreement for your farm?—Yes.

54,587. But you have not it with you?—No I have not it with me.

54,588. With regard to improvements, do you generally consult the agent before you come to an agreement?—How do you mean?

54,589. Your own words in this *précis* are, "I generally consult the agent for the purpose "of coming to an agreement." That is, I suppose, in respect of any improvements that may be done?—Any ploughing up of a field, or stocking up of a hedge, or anything like that, we always go to him about. If the field does not come under the agreement, and I wish to plough it up, I generally consult the agent.

54,590. Is there any custom with regard to the sale of sheep in sheep farms?—Not just in this neighbourhood. I think there is when you

Sir *John Llewelyn*—continued.

go higher up in the country, but not just round here.

54,591. Do you know the Agricultural Holdings Act?—I have read it through, but I have never taken much notice of it.

54,592. Do you consider it satisfactory or not?—You have to farm very well to get compensation under that Act.

54,593. Do you object to the counter-claim of the landlord?—No, I do not see that I could object to it. I think that the landlord wants protecting as well as the tenants in some cases.

54,594. Have there been any instances in this neighbourhood of that Agricultural Holdings Act being taken advantage of?—Not that I know of, just round here.

54,595. It is too cumbrous and expensive a machinery, perhaps?—Well, it is rather an expensive affair to go through. I know one or two cases that have been tried, but it is a very difficult thing to work. You want to farm extraordinarily well to get compensation.

54,596. Is the Ground Game Act enforced?—Not in my case.

54,597. You are not troubled with game?—No, not at all.

54,598. But it is generally enforced in the country?—I think the tenants have the hares and rabbits where they like. I do not know of any that do not. The landlord generally has the winged game.

54,599. Is there any attention paid to fruit culture?—No, not here.

54,600. Or to any other sources of profit besides ordinary farming?—Not besides ordinary farming.

54,601. Have you anything to say about railway rates?—I think they are very heavy, particularly the local rates. For instance, if you have to send anything from Craven Arms to Penybont, they would charge you nearly as much as coming from Liverpool to Penybont.

54,602. Has there been any combination or co-operation at all?—No, not in this neighbourhood; not near here. I think there was one started down in the adjoining county, but it failed.

54,603. What kind of co-operation was that?—Farming.

54,604. It was farmers' co-operation, what for—for agricultural manures and seeds?—No, for occupation. They thought, I suppose, that they would be able to manage things better by going into a combination of tenants, but it did not succeed.

54,605. Are there any friendly societies?—Yes.

54,606. Do the people avail themselves of those societies?—Yes, generally.

54,607. What can you tell us about the accommodation for labourers?—They are very much improved to what they were a few years ago.

54,608. Does your sanitary inspector see to the sleeping accommodation of the farmhouses?—If he thinks it necessary, I believe he can.

Sir *John Llewelyn*—continued.

54,609. Does he do so as a matter of fact?—I think he does do so in some cases.

54,610. May I ask who is your sanitary inspector?—I think it is Mr. Gough. I am not sure, but I think it is.

54,611. Is Dr. Harding your medical officer of health here?—No, he is not. I think it is Dr. Graves.

54,612. Would you tell us something about the cottages?—You told us, I think, that they had been improved. Have the cottages got gardens?—Yes.

54,613. Are there any small holdings attached to the cottages?—To some of them.

54,614. Are they usually let with the farm, or not?—In my case they are let with the farm, and I let some little fields out to the cottagers if they wish to keep a cow or two, or something like that.

54,615. What would be the length of notice to the sub-tenant?—If he pays rent independently, he would have to have a six or 12 months' notice; if it is only a weekly workman with a little land, it is generally about three months' notice that we give.

54,616. When did the agricultural depression begin?—We have had pretty well of it now for 15 or 16 years.

54,617. Should you say it began about the year 1875?—It would be about that.

54,618. What do you think the cause of the depression is?—I have no doubt the foreign competition has a great deal to do with it, and we are very unequally rated. I think that has a good deal to do with it. The next thing is, I think, keeping the children in school for so many years is not beneficial. My opinion is that they should have so many attendances instead of being kept in until they are 14, and then allowed to come out. Many of them do not pass, and it is a great detriment to the country.

54,619. Do the young people work now as well as they used to in years gone by. Is the rising generation of agricultural laborers as effective as the late one?—I think the most intelligent rising generation is leaving the country and going into the towns, and taking situations upon the railways and different places.

54,620. The young able-bodied men are emigrating?—Yes, I think so—very much more than they did years ago.

54,621. Where are they emigrating to?—To the chief towns principally.

54,622. You do not mean they are emigrating to Australia or America, so much as to Glamorganshire and such places?—Yes.

54,623. Will you tell us why it is they go there?—I think it is the inducements: they think they are going to get more money.

54,624. Better wages, that is one thing?—Yes, better wages.

54,625. What else; do they get better housing there?—I do not think so.

54,626. Do they get more society?—They mix more with a good many people, and there is more to see.

Sir *John Llewelyn*—continued.

54,627. More to see, and more advantages in the way of reading rooms?—Well, they can read here plenty. There are plenty of papers flying about for them.

54,628. Have they opportunities for evening classes or recreation in the way of lectures or concerts, or anything that amuses them after dark in the winter?—Not in the agricultural districts.

54,629. Do you not think that has some natural effect in attracting them to the larger centres of population?—I do not think so.

54,630. I will put it in another way. Do you find that they have a tendency to come back again after a time to the country in which they were brought up?—There are a good few come back, but they generally come back very poor.

54,631. Then they do not keep much money, even if they make much money?—I do not think they do.

54,632. Perhaps those men who make money in the works do not come back?—I have not seen any of them come back myself.

54,633. Could you suggest any remedies for the depression?—Not unless you do something with regard to foreign competition. If there could be a tax put upon that it would be one great thing towards a remedy. I think if we could have the money rated as well as the land, that would assist the farmers very much. There is a great deal of money that people get in pensions and different things, and they only just pay on the houses they occupy, whereas the farmer has to pay on so many acres of land.

54,634. Do you think it would be a good thing if foreign meat and produce were labelled?—I do not know that there would be so much in that as there would be if a duty could be put upon it, because there would be so many officials wanted to look after it then—to see that it was foreign meat, and that it was labelled, so that the one would pretty nearly counteract the other.

54,635. What is your opinion of the general relations between landlord and tenant. Are they friendly or otherwise?—Particularly friendly, what I know, I think.

Mr. *Griffiths.*

54,636. Is there any demand for allotments in this part of the country?—Do you mean for allotments of the recreation ground.

54,637. Yes, recreation ground, and ground for labourers?—I have not heard of any that I am aware of here.

54,638. Are you a member of the board of guardians?—Not now. I was a guardian for about 10 or 12 years.

54,639. To what do you attribute it that there are more changes?—There has been a good deal of property sold in the neighbourhood within the last three or four years.

54,640. Has any of this property been purchased by the tenants?—Yes, some of it has.

Mr. *Griffiths*—continued.

54,641. And were they able to pay for their farms, or were they obliged to mortgage them?—I cannot say, I am sure. I think some of the tenants were pretty well provided. I could not say for all.

54,642. They are doing pretty well, of course, if they are able to pay for their purchases, but we have found some farmers who have been obliged to mortgage their land, and they were worse off than the tenant farmers?—I have known such a case.

54,643. Have you had any abatement in your rent at all?—Yes.

54,644. Of what amount?—Pretty near 100*l.* a year, not quite.

54,645. But that is a permanent reduction?—Yes, that is a permanent reduction.

54,646. You have had no abatement during the last year or two?—I had an abatement of 10 per cent. at one time, and then I had a further abatement afterwards—a permanent one afterwards.

54,647. You consider that the preferential claim for rent is beneficial to the tenants. Do you think that the tenants suffer by the tradesmen pressing them for their money, and the manure merchant?—I think they would have to suffer worse if the landlord were to press them as well.

54,648. Then you say with regard to the rates that it has been a loss to the neighbourhood that the turnpike gates have been done away with?—A very great loss.

54,649. To the farmers at least?—To the farmers. There are so many now that occupy the roads and drive about on them that do not pay a shilling towards it.

54,650. What class of people do you consider them?—I think I saw 100 carriages the other day going up to a fair at Clun. Those people would be going from Birmingham and London and travelling all over the country, and they do not pay a penny.

54,651. The brewer, the baker, and so on, travel on the roads free now, at the tenant farmers' expense?—They do. There are plenty of them keep three and four horses, who are not perhaps rated above 30*l.* or 40*l.* a year.

54,652. You consider that is a hardship to the tenants?—I do. I think there ought to be a wheel tax, and that they ought to pay their share the same as the tenant farmers do.

54,653. What is your opinion about bicycles?—I think it would be a very good thing if there was a rate on them. They are very dangerous nasty things, I should be very glad to see a heavy rate put on them. My team is very often frightened, and sometimes they cause accidents.

54,654. They cause many accidents?—They do.

54,655. Do you not think it would be a good thing, with regard to the Agricultural Holdings Act, if the landlords claim were sent in at the same time as the tenants?—It is sent in pretty quick after, is it not.

54,656. The counterclaim comes after, as a rule?—Yes, it comes after, as a rule.

Mr. *Griffiths*—continued.

54,657. Would it not be well if they were both sent in at the same time?—It is very often the case, I think, that the landlord would not send a claim in if the tenant did not. The tenants have to send the claim in first before the landlord sends his.

54,658. But do you not think the landlords sometimes base their claim upon the claim that is sent in by the tenant?—There is no doubt that the landlord would make a counterclaim if the tenant sent in an oppressive claim, or anything that was not right.

54,659. You said that on one occasion the tenants combined. What was the cause of their non-success?—It was not tenants; it was about the time that there was an agitation about here among the labouring class some time ago, and a farm was taken, and they farmed this farm for two or three years, but it did not answer, and they gave it up.

54,660. It is something new to us. I understand the labourers took a farm and conducted it themselves?—Yes.

54,661. How long did they continue this?—I think about two years, I am not sure. It was not more than two years.

54,662. They found it did not pay?—They found it did not pay.

54,663. They did not make much money over it?—No, I think they were losers, by what I could understand. They fell out which should be master, perhaps.

54,664. I think this is the first time that we have found a sanitary inspector does his duty well. He seems to go round the farmhouses and the cottages to see if they are in a fit state for the people to live in?—He is supposed to do it; he is paid for it.

54,665. Yes, he is supposed to do it, but we do not find that he does it in the districts that we have been in?—If there is any complaint from the labourers, and if there is anything the matter with the houses, they can go and lay their complaint before the sanitary inspector, and it is his duty to see that they are in sanitary repair.

54,666. Do you consider that the most able-bodied men are leaving this neighbourhood?—There are a great many young men leaving the district.

54,667. Then you have only the aged men and the very young, I suppose, to carry on the farm work?—Well, we have not got the strength of labour that there was years ago.

54,668. Do you not think it is a loss to employ inferior labour. Would it not be better to give better wages to thoroughly able-bodied men?—Yes, there is no doubt about that, but you cannot always choose your labour. You must put up with what you can get sometimes. I have to do it.

54,669. Quite so, and you do not like to turn an old labourer away when he has served you a good many years?—It is seldom that I do, and I do not think that it is the practice very much.

54,670. Is yours a dairy farm?—No.

Mr. *Griffiths*—continued.

54,671. Is there much poultry kept in the district?—Not particularly. We keep a good deal, but not for the sake of keeping poultry. There is not much attention paid to the poultry particularly. We generally keep a good deal, but not to say to make the rents on it. It is more in the ladies' way, I think—the farmers' wives.

54,672. Is the accommodation sufficient for them?—For the poultry?

54,673. Yes?—Yes, I think pretty well.

Mr. *Richard Jones.*

54,674. What do you think has been the effect of enclosing land. Do you think it has operated beneficially on agriculture?—I think so. From what little experience I have of it myself, I should think it does.

54,675. Is there much land here that could be profitably enclosed?—I do not know of any very near here. It pretty well is all enclosed everywhere in this neighbourhood.

54,676. You say that there are a few more changes in the neighbourhood than there were formerly?—There have been these last two or three years I think more than formerly.

54,677. Owing to the depression?—I think it was more owing to a large property having been sold here than to depression.

54,678. Are there any failures among tenant farmers in the neighbourhood?—No, I think not. I do not know of any; not very much; there may be one or two, but not so very much. There are occasionally, but I do not think it is a general thing at all.

54,679. Do you think that the farmers generally are pretty hard up now?—Yes, they are hard enough up, there is no doubt of that, I can speak for myself; I am hard enough up. but still I can pay everyone. I think they are about as well off here as they are in other countries.

54,680. Supposing a farm becomes vacant; are there a good many applicants for it now?—Yes, if it is a good farm there are plenty of applications for it.

54,681. What about a poor farm?—Well, a poor place there are not so many applications for. If it is anything like a useful farm there are plenty of applications.

54,682. Do you think that the preferential claim for rent has anything to do with the competition for farms—the fact that the landlord allows a year's credit?—Yes, but I do not think that is the reason of the competition for farms.

54,683. Have you a copy of your agreement?—No, I have not.

54,684. Who is your landlord?—Mr. Rogers, Stanage.

54,685. You have a copy of your agreement at home, have you not?—I believe I gave the copy to my agent two or three years ago, when I was taking some extra land, and I have not had it since, but I had it at one time.

54,686. You have not had it back?—I have not had it back.

Mr. *Richard Jones*—continued.

54,687. Are you not getting rather anxious about it?—No, not at all.

54,688. Does Mr. Rogers generally supply his tenants with a copy of their agreements?—I believe so. I had one when I took the farm to begin with, that is 30 years ago.

54,689. Do you remember the clauses in the agreement?—Yes, pretty well.

54,690. Are there any binding covenants there respecting cropping?—No, not respecting cropping in mine, but there was with regard to ploughing up and felling trees, lopping trees, and those sort of things.

54,691. What about the sale of produce; were you allowed to sell all the produce on the farm?—Not in the agreement, but I have done so. In the agreement I was prohibited from selling.

54,692. That is the hay and straw?—Yes, the hay and straw.

54,693. You would ask Mr. Rogers' permission before doing so?—No, indeed I have not.

54,694. Do you find in depressed times like these that tenants take a good deal of liberty in that way—that the landlords are rather lax in enforcing the clauses in their agreements?—I do not know. I have lived in good times and bad times, and I have never had any difficulty with landlords yet. I have had two landlords.

54,695. Have you sold any hay and straw this last spring?—I sold some straw.

54,696. What were you getting for it?—I think about 5*l* a ton, pretty near.

54,697. Was that wheat straw?—Yes.

54,698. And you found it answer better for you to sell it than to consume it on the premises?—Yes, I think it did. You could get bone manure up on the banks, and get it much easier up than you could cart the dung up.

54,699. You bought manure with the money?—Yes.

54,700. Can you speak to other estates as to whether abatements or reductions have been made?—Yes. I know they have been made in several cases, but I do not think they have in all.

54,701. To what extent?—I do not know, but about 10 per cent. I think

54,702. Ten per cent.?—I think so—that is as near as I could say.

54,703. How did you obtain your reduction; was there a valuation made of the farm?—No.

54,704. You asked for a certain amount?—I asked for a reduction. The agent came over, and we went over the farm, and then we agreed.

54,705. You had it reduced about 87*l*.?—It would be near enough to 100*l*.—something like that.

54,706. How long have you been in your place?—Thirty-one years at March.

54,707. You say that the rent was advanced in 1874?—Not advanced. I took it in 1863 or 1864, and it was at that time when I took the farm.

54,708. It was not advanced in 1874, then?—No, it was not advanced at all.

54,709. Were rents advanced generally from 1870 up to 1874?—Not that I am aware of.

Mr. *Richard Jones*—continued.

54,710. What is your method of farming? Do you raise much corn?—Yes, pretty well, but it is not a large acreage of corn—70 or 80 acres perhaps out of mine, which is a little over 500 altogether.

54,711. You raise less wheat than formerly?—Yes, mine is not a wheat farm. I never grow very much wheat.

54,712. What do you farm chiefly—oats?—Oats chiefly.

54,713. But formerly you used to raise more wheat. Is that so?—We grew more wheat when it was at a better price, but I do not think I ever grew more than 30 acres of wheat.

54,714. Do you feed stock?—Sheep and cattle.

54,715. You do not sell them as stores, but you generally feed them?—I generally feed them and get them out as well as I can.

54,716. Supposing you had a duty on wheat, as you say, you would have to pay more for your feeding stuffs, would you not?—I think we should take more on the wheat and stock too, if there was a duty on the foreign produce that came in.

54,717. But do you not think that your landlord, if you made more on your stock and wheat, would come to you and say, "You can afford to "give me more rent?"—That depends upon who the landlord is.

54,718. But they are not all saints?—But those that are not saints are very soon found out, and a good tenant never applies to them for a farm, or very seldom.

54,719. Do you know of any vacant farms?—No, I do not at present.

54,720. So that you see there is a good deal of demand for farms?—Oh, there is. If there is anything like a good farm, and a good landlord, there are plenty of applications for it—no doubt about it.

54,721. Do you think it is possible to tax one product at the expense of others?—I do not see why foreign produce should not be taxed the same as ours is. If we have to send anything out into foreign countries, our produce is taxed.

54,722. But if you tax wheat, the manufacturer will complain afterwards that his articles are not protected?—I think every article is protected except the farmers; they are not protected nor their produce. We do not get enough to represent us in Parliament.

54,723. Well, that is your fault?—No it is not.

54,724. I suppose that the majority of electors in this country are farmers, and then it rests entirely with them if they do not send their proper representatives?—We send some very good men, but I think they are outvoted sometimes when they get there. I think the manufacturers are looked after very much better than the agriculturists are.

54,725. You think that the children nowadays are over-educated?—Not over-educated, but I think that there are children kept in school that would never get educated, they would never learn

Mr. *Richard Jones*—continued.

education, and they are kept there too long; they are kept there until they are 14, and then they pass out without being educated. I think if they had so many attendances to go through, and if they did not learn in that time, then it would be about time that they should come out, and assist their parents, and learn something else. I think they are kept there too long.

54,726. If there is a dull boy who cannot pass, you think you should put him on a farm?—Put him in something in justice to his parents and to the country, when he his dull in school and does not learn.

54,727. Do you think a dull boy in school is fit to learn anything?—We can manage so long as they can work. If they are kept till they are 14, they come out, and they think they are too clever to learn anything.

54,728. What you want is a bit of muscle, and you do not care so much about the learning?—A bit of willingness, too, is a great thing.

54,729. Who generally make the best servants; the children of small farmers or the children of cottagers?—I think the children of a small farmer generally speaking do.

54,730. Are there sufficient small holdings in the neighbourhood, do you think, for labourers to rise into the position of small farmers?—Pretty well. I think the enclosure threw a lot of small holdings in the country. People who had a bit of money bought land and built on it, and then they had small holdings. If you got girls that can milk and do any of the farmhouse work, and young men who can shear and so on, I think it would be a good thing for the country if there were more small holdings.

54,731. How do you find things with regard to the maids. Are they scarce?—Yes, they are rather scarce.

54,732. You have to pay them pretty high wages?—Yes, they are pretty high.

54,733. What do you pay a dairy maid?—About 14*l.* up to 17*l.*, generally speaking, if they are good girls.

Professor *Rhŷs*.

54,734. Have you large hiring fairs in this part of the country?—Yes, there are some.

54,735. At what time?—It begins about the 1st of May, and keeps on pretty well through the month at different places and different towns in the neighbourhood. There is one here on the 17th and 18th, a large hiring fair.

54,736. 17th and 18th of this month?—Yes, of this month.

54,737. How many farm servants have you of your own?—That I keep in the house.

54,738. Yes?—I keep too girls and three boys and two men.

54,739. Do you find sleeping accommodation for the men in the house?—What I keep in the house, yes.

54,740. Not in the outhouses?—Not in the cottages.

54,741. Where do they sleep, in the dwelling-house or in the outhouses?—In the dwelling-house.

Professor *Rhŷs*—continued.

54,742. That is the custom about here?—Yes, chiefly so.

54,743. Did I understand you to say that the sanitary inspector sees to the sleeping accommodation in farmhouses?—I do not say that he does, but he could do so if he liked. If there were any complaints made, and if it was the fact that the sleeping appartments were not good, and filthy, there could be a complaint made to the sanitary inspector, and he would then come and inspect the sleeping apartments.

54,744. Have you ever known of such a case as that being raised?—I have known of houses being condemned that were not fit for habitation.

54,745. Farmhouses?—Yes, farmhouses.

54,746. The cottages, I think you said, are in pretty good condition?—They are improved these last 20 years to what they were before.

54,747. They would come under the sanitary inspector's supervision?—Yes, they would.

54,748. He looks after them also. As to differences of language, politics, or religion, is there any difference of language in this district?—Not but very little.

54,749. Are there any Welsh speaking farmers at all in this district?—No, not near here.

54,750. Do you remember any when you were a boy?—No, not near here. You get plenty when you get into Montgomeryshire, and higher up in the top of Radnorshire, but not in this neighbourhood.

54,751. Yes. At one time, I think you said, the churchwardens used the money towards education which was obtained from the allotments intended for recreation ground?—It went to the national schools at one time. This land was put out for recreation ground at the time of the enclosure, but it was never used for that. It was then put out into allotments.

54,752. How was it that it was not wanted for recreation. Was it inconveniently situated?—Not particularly so, but I suppose that they get plenty of recreation round about here—in the fields and lanes and the roads, without going to this barren piece of land that was put out for them.

54,753. And for some time the money went to elementary education?—Yes, it did.

54,754. What does the county council do for education now, do you know?—I do not think they do anything at present.

54,755. They used to give a portion of the drink money, did they not?—I never knew of any being given.

54,756. What is that used for?—The drink money?

54,757. Yes, the drink money?—I do not know the term. I do not know what you mean.

54,758. I am sure I do not know what other name to give it. It is a Government grant of about 700*l.* in this county?—We have the Government grant. That is given according to how the children pass.

54,759. I am not talking about that at all. I think it was mentioned yesterday as being 700*l.*—the drink money given from the Exchequer?—I never heard of it.

Professor *Rhŷs*—continued.

54,760. It is given to each county?—I think the money that you mean is the money that is given to the county council to expend as they think proper.

54,761. Yes, but what do they expend it for?—In technical education, a good deal of it, I think.

54,762. Is there any at all spent on technical education now?—Yes, such as dairy lectures and chemical lectures and those things.

54,763. Are you quite sure that there is any money given out of it towards them now. Have they not stopped that also?—I am not sure.

54,764. On the whole it does not seem that your county is particularly eager about education. That is what I gather?—I do not know. Our schools pass a pretty good examination here.

54,765. That does not quite agree with what you said—that the boys do not pass at 14?—I referred to those that did not pass. I say there are plenty that pass at 11, but there are some boys and girls kept in school up to 14, and even then they do not pass.

54,766. But to be the subject of complaint they must be pretty numerous?—I do not know that there is any complaint.

54,767. Are they very few?—Yes, very few, I think.

54,768. I thought you were making a complaint about a considerable number?—No, there is not a considerable number.

54,769. But it cannot be, then, a great grievance?—No; but I think those that do not pass should be allowed out to assist their parents, because it is a great hurt to their parents for them to be kept in school up to 14.

54,770. Then you think there ought to be some alteration made in that respect?—It does not make much difference to me. I only speak of what I think in that respect. I think if the children do not pass after making so many attendances, that there must be some fault.

54,771. Is that a fault of the teaching?—I do not think all children are as clever as others.

54,772. Not in this county?—Nor in any county.

54,773. But I do not think we have heard a complaint in any other county?—But I have had something to do with another county. They do not all pass.

Sir *John Llewelyn.*

54,774. I should like to ask you one question. You spoke about the competition for farms. We are very near the English border. Is there any competition for farms in the adjacent counties in England?—Yes; in Shropshire if there is a good farm there is plenty of competition.

54,775. So that it is not singular to Wales?—No.

Professor *Rhŷs.*

54,776. What is the name of your farm?—Cwmgilla.

Mr. *Griffiths.*

54,777. Is it not a fact that the landlord being aware of your purchasing so much manure, is the reason that he did not take any notice of your selling some of the produce of the farm?—Yes, I think it is.

54,778. It would not do for all tenants to do that—men that do not bring any manure to their farms?—No, I think not.

54,779. When you commenced farming, what would it cost you to have such a servant as the one you mentioned just now?—A servant girl?

54,780. Yes, a servant girl, when you commenced farming?—About 9*l.* to 10*l.*

54,781. How many servants do you keep?—Two, generally.

54,782. What would the other servant girl take?—One would have about 3*l.* or 4*l.* 30 years ago, and now she would be paid from 8*l.* or 9*l.* to 10*l.*—the little girl. Then the dairy girl would be paid 30 years ago from 9*l.* to 10*l.*, but now about 15*l.*

54,783. With regard to the men, are they advanced in proportion?—Yes. Men I have had for 15*l.*, I am paying now 25*l.* in the house to the same sort of man.

54,784. Have you had a decrease in your rent that would meet the advance in the price of labour?—No, I have not.

54,785. With regard to the differences in prices of farm produce now, are you compensated for that. You have had your farm reduced now?—Yes.

54,786. Do you think that the advance in the price of labour, and the lowering of the price of produce would be met by that reduction?—The lowering in produce would amount to more, a good deal.

54,787. Then you do not consider that with a reduction of 87*l* you are as well off now as you were then?—It was not very good times when I took the farm—in 1864—but since then we have had some very good years. I could better afford to pay for my farm some years since then, than if I was to have it for nothing now.

54,788. You have igcreased the production of your farm?—Yes, I have.

Mr. *Richard Jones.*

54,789. How many servant men do you keep?—I keep four workmen, and three in the house. Then we let out a lot of labour besides—hoeing turnips and that sort of thing.

54,790. What do you pay for those workmen?—They are paid different wages, from 12*s.* up to 13*s.*

54,791. Any extras?—Yes, they have a pig, and 2*l.* harvest money, and cider, cottage, garden, and potato ground.

54,792. What do you pay the men that are in the house?—I give one 25*l.* and others down to 14*l.*—according to the different stations they take on the farm.

Mr. *Griffiths.*

54,793. Has not the increase in roots caused an increase in labour?—It does cause an increase in labour, but the more roots you grow the more stock you can keep, very much.

54,794. Certainly. Do you employ any females in the fields?—Very few. You can scarcely get one now.

54,795. Or boys?—Not besides what you can keep in the house.

Mr. *Richard Jones.*

54,796. What amount of stock does your farm carry; what number of sheep have you?—I generally keep about 800 there in the summer.

54,797. Have you a sheep walk?—No, I have not. It used to be a walk, but I have cultivated it a great deal. It was a walk when I took it.

54,798. What number of cattle have you?—About 100.

Mr. *Richard Jones*—continued.

54,799. Herefords, I presume?—Yes, Herefords.

Sir *John Llewelyn.*

54,800. I have a question handed in by Mr. Nixson. "Does it occur to you that if the people "leave the land there must be something un- "satisfactory in the condition of life in agricul- "tural districts, and that men would remain on "the land if there was a better chance of gaining "a living on it?"—My impression is that it is education and the railway facilities that have been the means of a great many of the young men going away. They read more of what is going on in large towns and different places, and they go there to seek their fortunes.

54,801. A question by Mr. Bufton "Are the "other tenants under the same agreement as "you are as regards game?"—I believe so.

The witness withdrew.

Mr. David Davies called and examined.

Sir *John Llewelyn.*

54,802. You are Mr. David Davies, a tenant farmer, formerly of Llanbister?—Yes.

54,803. You have been lately occupying a farm; what is its name?—I have been living at Tynacwm. I moved only yesterday to another place.

54,804. To another farm?—Yes.

54,805. What is the name of your present place?—Windy Hall.

54,806. Do you speak Welsh?—No.

54,807. English?—Yes.

54,808. Tynacwm, in Llanbister, used to be in four or five separate farms?—As far as I can learn it has been.

54,809. Were there separate houses and buildings on it?—Yes.

54,810. How is it now?—It is all in one now, and only one small house on the whole.

54,811. Was that large enough to house the men and animals?—No; it is not above half enough to house the creatures in the winter that it will keep in the summer.

54,812. In what condition are the buildings there?—Well, it is in a very bad state. There is a good deal fallen, and the other is tumbling to pieces as fast as it can.

54,813. Has any part of that farm been allowed to go out of cultivation for want of fencing?—Yes, I think so; as far as I can learn it has.

54,814. How much?—Well, I cannot exactly say. There are 12 or 14 or 15 acres, as I know, gone out.

54,815. Gone out to the hill or common?—Yes.

54,816. Do I understand from that that the fence between the hill and the common has fallen down?—Gone down, yes.

54,817. How long did you hold that farm?—Five years I have been a tenant myself.

Sir *John Llewelyn*—continued.

54,818. Had your father had it before that?—Yes, he had.

54,819. For how long?—Well, I cannot exactly tell; it is seven or eight years, or somewhere thereabouts.

54,820. Would that seven or eight years be in addition to the five years that you had it?—Yes.

54,821. Did he live there?—No, he did not.

54,822. He had it as a bye-take?—Yes.

54,823. Has any part of the building that was upon the holding gone down during that time?—Yes, there is one house and a good deal of building gone down.

54,824. Did you propose to take on the farm again under any circumstances?—Yes, I did several times.

54,825. What were the conditions?—If they would allow me a little towards the building till they would put it up.

54,826. And what in the alternative?—Or else I would go and try to take another to suit my mind.

54,827. Did you offer that if they would make you a money allowance until they repaired the building you would stop?—Yes.

54,828. And after they had done the building that then you would pay the whole rent?—Yes.

54,829. So that it was not the rent so much as the building that you had complained of?—That was it.

54,830. What was the answer you had?—Well, they refused to allow any money, and they told me, or told my father, that they were going to put interest on the building when they built any new building.

54,831. Did they say they could not afford it?—No, they did not say that they could not afford it.

Sir *John Llewelyn*—continued.

54,832. But they told you that they could not let it differently?—That was the answer that I had.

54,833. And when they were going to build they intended to charge interest on the building?—Yes.

54,834. Who was your landlord there?—Mr. Stephens his name is now.

54,835. Is he a large landowner or a small landowner?—Oh, he is a large landowner.

54,836. How much land does he hold?—Well, he owns a good deal of one parish.

54,837. How many farms?—I cannot tell; there are a good many farms altogether. It used to be a landlady, his aunt, I believe.

Professor *Rhŷs.*

54,838. Your farm is in the parish of Llanbister?—The farm that I am speaking of was in Llanbister.

54,839. And the farm you hold now is in what parish?—In Beguildy.

54,840. You say you do not speak Welsh?—No, I cannot.

54,841. Could your parents or grandparents? Do you remember any Welsh in that part?—My parents cannot. I do not know much about my grandparents.

54,842. You do not remember any of the old people who talked Welsh still in these parts when you were a boy?—No, not much, I think.

54,843. How many farm servants do you keep?—I was keeping two at Tynacwm.

54,844. Had you room for them to sleep in the house?—Yes.

54,845. And that is the usual thing?—Yes.

54,846. Do you find labour scarce?—Yes.

54,847. What is the reason?—Well, I do not know. They emigrate somewhere out of the country.

54,848. What?—They go somewhere out of the country. It is hard to keep them.

54,849. Still you pay higher wages than you used to?—Yes; it is higher since I started now than it was then.

54,850. Still they go away to the ironworks?—To the ironworks and coalworks.

Mr. *Richard Jones.*

54,851. What is the acreage of Tynacwm?—Well, I cannot tell exactly. I never knew what was the acreage; it is somewhere about 100 acres, I should think.

54,852. And is there a sheep-walk attached to it?—Yes.

54,853. What number of sheep will the farm carry?—Well, it will carry very little in the winter. You have got to send them off somewhere in the winter time.

54,854. You have to winter them?—Yes.

54,855. How many do you keep in the summer on the mountain?—Oh, it will keep a good many in the summer—from 200 to 300.

54,856. Was it sheep that you kept chiefly on the farm?—Yes.

Mr. *Richard Jones*—continued.

54,857. How did you do with the stock when it came on to winter—did you keep them in the buildings as they were?—We kept a few, as much as we could, and sold the rest at Michaelmas.

54,858. Then in the spring you would have to buy again?—That was the way we had to do.

54,859. And of course that is rather unprofitable, because cattle as a rule are dear in the spring and they are cheap in the autumn. That is so, is it not?—That is just so.

54,860. What did you do with the hay and the straw—did you consume it all?—Well, we would try. We used to consume as much as we could, because we were getting as much hay as we could for the sheep instead of straw. It is a very poor farm for grain or hay.

54,861. Did you till any?—Oh, yes; we tilled a little for horses and for the few cattle.

54,862. Were the buildings suitable for horses?—No, they were not suitable at all. The horses were kept in the hay-bay, as it ought to be.

54,863. How many horses did you keep there?—Two.

54,864. Did you apply to the landlord for buildings?—Yes, every year, and they were promising every year; but a promise was all—to build every summer.

54,865. You say that Mr. Stephens owns it now, but a lady used to own it?—Yes; his aunt I believe.

54,866. He inherited it?—He inherited the property after her.

54,867. Has there been anything done to the buildings since you left?—Very little; nothing worth speaking about; very little.

54,868. In what state are his buildings on the other farms?—I do not know a deal about it, but I am afraid it is in a very bad state on the estate, as a rule, generally.

54,869. He owns other farms, does he not?—Well, there are only two little bits of building on the whole.

54,870. Do you know whether the estate is encumbered?—No, I do not know anything of that.

54,871. Is he regarded as a pretty rich man in the neighbourhood?—Well, I do not think he is, but she had plenty of money if she had used it in building or anything of that kind.

54,872. In what state was the dwelling where you lived at Tynacwm?—It was in a bad state when I went there, It was repaired when I went there a little.

Mr. *Griffiths.*

54,873. You say that some land has gone out of cultivation because there was no fencing; how were the fences allowed to go down?—I cannot tell, without it was neglect.

54,874. Was that neglect before you came to the farm?—Oh, yes.

54,875. Was it caused by there not being many labourers about to keep up the fencing, or what was the reason, do you think?—I cannot tell what the reason was in particular, but if

Mr. *Griffiths*—continued.

they had a mind to put them up they could have found labourers, I think.

54,876. Could they have found money to pay them?—Yes, comfortably.

54,877. You mean the landlord?—Yes.

54,878. But do you not think it is the tenant who is obliged to keep up the fencing on the farm? You do not expect the landlord to keep up all the fencing, do you?—Not all the fences that are on that.

54,879. What fences are they; are they mountain fences, or what?—There is a lot of fencing there. When the rent is at the same as it is now, it is impossible for any tenant to keep the fences on that ground as it is.

54,880. And pay the rent?—And pay his way.

Sir *John Llewelyn.*

54,881. Do I understand that this was a boundary fence—an outside fence?—Between the farm and the hill.

54,882. And it is customary for the landlord to keep that particular fence in order?—Well, I do not know that it is customary, but it is too much for the tenant to do.

Mr. *Richard Jones.*

54,883. What is the fence; is it a wire or a stone fence?—It used to be a wood fence, but it has been put up since my father had it as a wire fence.

54,884. What do you mean by a wood fence?—Wooden rails and edged up.

54,885. A sort of mixed fence?—Yes; it was a very poor fence.

Mr. *Griffiths.*

54,886. Can you tell me what was the amount of the rent when these were five separate buildings?—No; I cannot tell you.

54,887. Do you think it was more or less than it was when it was put into one?—It has been a little more but not much, I think.

54,888. It is a little more now?—No, a little more than what it is now.

54,889. Are there as many people living on this farm now as there used to be when they

Mr. *Griffiths*—continued.

were small holdings?—No, not near as many, there used to be families in each of the places.

54,890. And how many are there now?—Only this one family.

54,891. How were the repairs on this estate as compared with other farms?—There is very little repair done, I think, as far as I can learn.

54,892. On any of the farms?—Yes.

54,893. Is it a general complaint of the tenants that they cannot get the repairs done?—I think it is.

54,894. Have you any remedies to suggest?—Well no, I have not much remedy, but I think that the farmer ought to be protected in some way.

54,895. Do you think that if these fences were kept up properly by the farmer he could pay any rent?—No, I do not think he could.

54,896. What rent are you paying?—65*l.*

54,897. Have you no idea what it would cost to put this fence in repair?—Well, it would require a man nearly to keep it in repair afterwards—one single man.

54,898. All the year round?—Yes, every year.

Sir *John Llewelyn.*

54,899. There are some questions put in by Mr. Vincent. "Am I right in saying that your "landlord succeeded to his property only "recently." That is Mr. Stephens, I suppose?—A little more than 12 months ago, I think.

54,900. "Have you your agreement in Court?"—I have no agreement of any sort.

54,901. "Did the landlady agree to keep the fences in order?"—No, nothing that I know of.

54,902. "Is it not usual for the tenants to agree to do this?"—Well, I cannot say.

54,903. "The landlady was very old before she died, was she not?"—She was aged; but not very old.

54,904. "Is not Mr. Stephens a gentleman of very moderate means as a matter of fact," he is not a very rich man?—I cannot tell. I think he is.

Mr. *Griffiths.*

54,905. What are we to understand by that. Is it moderate means you mean, or what?—The landlady had plenty of money, I cannot tell, but I do not think that this Mr. Stephens had much before he had the property.

The witness withdrew.

Sir *John Llewelyn.*

We have now completed the list of those gentlemen who have sent in their names according to the ordinary rules of the Commission. Mr. Stephen Pugh and Mr. William Davies have not answered to their names. As

Sir *John Llewelyn*—continued.

we are here we shall be very glad to hear any evidence as far as our time will permit us, between this and 2 o'clock, if any gentleman desires to come forward.

Mr. James Hamer recalled and further examined.

Sir *John Llewelyn.*

See 54,443. 54,906. Where do you live?—I live at Penybont.

54,907. What do wish to say?—I am agent for Mr. Percy Severn. I am also secretary to the County Agricultural Association, and I hold other public appointments. I also have the honour to represent my parish on the county council. My wish would be to give evidence with reference to Mr. Severn's estate.

54,908. What is the acreage of that estate?—It is somewhere about 10,000 acres; that includes hill-land as well as low-land.

54,909. What is the rental?—3,400*l.*; that is within a few pounds either way; but I think that does not include some cottages; there are cottages in addition; that is the farms.

54,910. Therefore the agricultural rent would be about 7*s.* an acre all round?—Yes. The late Mr. Severn came into the property about the year 1808, and the present Mr. Severn succeeded to the property in 1875. During that time the custom on the estate has been to allow families to succeed on the death of the father. The preference is given to the widow, and, if there is no widow, one of the sons. We have families on the estate who have been there for generations.

54,911. Are you agent also for any English property over the border?—No.

54,912. All in Wales?—All in Wales.

54,913. Are you aware of any conditions that would be different in England and in Wales?—I believe the occupation of farms in Radnorshire is very similar to the adjoining counties of Hereford and Shropshire. In some cases in Herefordshire the tenancy commences at Candlemas instead of Lady Day. Lady Day is the general custom in the county of Radnor; there are a few cases I believe in the lower part of the county where the tenancy commences at Candlemas, but in the upper part of the county they are entirely Lady Day takings. The Lady Day rents on our estate are collected about the beginning of September; it may be the last day of August, but it is always after the 27th August, to allow some stock fairs which are held to have past. The Michaelmas rents are collected in the beginning of January. I may say, when we have given a per-centage, if the farmers do not pay up on the day of the rent audit, we do not in some cases debar them from having the per-centage if they pay later on; so that a man who cannot quite pay up on the rent day is not pushed to do so, and he does not suffer from not having the abatement which we have given The estate has not been valued by a valuer at all. When there is a farm to be let, it is let by mutual agreement between the landlord and the tenant. The only fault that I have to find with change of tenancy is this, that our farmers generally leave us to go into larger farms, and in that case they generally leave a member of the family to go on in the old farm. The notice is six months. We often take up a farm on even only a month's notice; that is, if they can introduce to us a suitable tenant. We have had cases in the springtime where a farmer has had the chance of taking a larger farm; he has done so, and he has introduced to Mr. Severn another responsible tenant, and we have made no quibble about receiving the proper notice. I may say that Mr. Severn bought a small farm this year at public auction; the rent was 80*l.* before, and we have reduced the rent this year to 70*l.* I believe the feeling between landlord and tenant is everything that can be desired. Mr. Severn's instructions to me, as his agent, are these (I believe it is rather peculiar), that I am not to wrong his conscience. He says, "If you "do a dishonourable act, it reflects upon me, as "you are my agent." Those are my instructions from him. He has lived in the county all his life, and on the most friendly terms. There has only been one grave charge against him, which turned out to be quite untrue. It was over some Rebecca riots. He sat as a magistrate at Penybont, and he dismissed the charge because it was not proved. Then the Wye Board of Conservators tried to remove him from the position of justice of the peace. He is a sensitive man, and that very much upset him; and the grave charges brought against him yesterday also very much upset him. I should like to answer any questions with reference to the terms of agreements or anything else which any gentleman may like to put to me.

Sir *John Llewelyn*—continued.

54,914. You said just now that on changes of tenancy the outgoing tenant introduces some one who would be a suitable successor. Has any money ever passed over those transactions?—Well, if it has passed, it is without our knowledge.

54,915. Have you set your face against that?—We do not encourage it, but if there is anything passes, if the man is a suitable man we make no question. Of course, if he is not a suitable tenant, we should reject him.

54,916. It appears to me that if a landlord were to sanction that in any way, he never could refuse his sanction in future to any tenants?—There is a case in point now. I was asked that question recently, and I said, "Now "mind, if you accept anything for going out, I "shall tell the new tenant not to expect any-"thing if he goes out under similar circum-"stances." I always tell them that; they do not do it blindly; they know the facts of the case.

54,917. It appears to me to constitute a tenant right?—It is done, but I have always told them that—at least I have in two or three cases, I should say, in which it has occurred.

54,918. It would hardly be a good thing for the incoming tenant; he wants all his capital, I suppose, to put into the land?—Well, they have to pay perhaps for spring ploughing, it is generally for work done.

54,919. That is quite a different thing; but is there anything in the nature of goodwill?—I

Sir *John Llewelyn*—continued.

should say it would be very small indeed for goodwill.

54,920. But such a thing has been known?—I daresay it has.

54,921. In your opinion has that ever been recognised by the landlord?—No, never.

Mr. *Richard Jones.*

54,922. What abatements have been made by Mr. Severn?—Ten per cent. in the '80s—in the latter end of the '80s,—and now 10 per cent. again. I may say that the rents have not been increased except on certain improvements for many years. Some of the rents are the same as they were 50 years ago.

54,923. What improvements do you do?—We do all buildings. The tenant certainly does the haulage, and he would be charged nothing for any repairs. We built a new house only the other day, when a new tenant was coming in; there we did not think it right for the new tenant to do all the hauling; the new tenant did the hauling for the timber and the slate, and I think the lime as well; the sand was close to.

Mr. *Griffiths.*

54,924. Do you know any instances where tenants have been paid for general improvements on their farms on leaving?—No, I do not.

54,925. If there is any of this good will given, do you not think it is sometimes given on account of such improvements that have been made by the former tenant?—Well, if there has been such a case it would be, but I do not know of a case of any amount being given; it might have been a trifling consideration, but nothing of any amount.

54,926. The tenant would not claim for improvements from the landlord, provided the incoming tenant were to give him something for the improvements he had made?—I do not think there have been any permanent improvements made on our estate, not what you may term permanent improvements.

54,927. But as to general improvements, a man may cultivate his farm well and manure it well, and improve its value to nearly double in many instances?—In that case I do not know that he has ever received anything more than a nominal sum, but it generally follows in the family.

54,928. But members of the same family are not quite above receiving a few pounds?—Oh, they may not be. There is one thing I wish to say about sons working at home on the farms. We have several instances of that on our estate, and we have found that our tenants have been able to put out their sons to larger farms than the ones they occupy with us. There are cases in point where two sons have been put out on larger farms. Recently we had a case where the father asked to be allowed to put his son in the farm he held, and we allowed the son to go on at the same rent which his father had been paying for 40 or 50 years.

Sir *John Llewelyn*—continued.

54,929. Had the father there any other source of income beside the farm?—Not besides the farm. Now he is retired and living on his means. With reference to the clauses as to game, before the Ground Game Act of 1880 Mr. Severn always objected to hares and rabbits—or, I should say rabbits; unfortunately there are very few hares in the county of Radnor. Nothing gives him more annoyance than seeing a number of rabbits on a farm; in fact he nearly sent two tenants away because of their not keeping the rabbits down; he said he did not care to see them destroying his quicks and fences. Professor Rhŷs has referred to what he called the drink money. It seems there is a stigma rather on the county of Radnor for being backward in intermediate education. I wish to say that that does not lie with the county council at all. If there is any blame at the present time it may be attached to the Charity Commissioners. The first Joint Education Committee formulated a scheme which was not in accordance with the wishes of the majority of the county council. That scheme was rejected. A new committee was appointed. That committee sent up a report in the year 1892, and we have not yet had their proposals formulated in a scheme, nor have the Charity Commissioners published their scheme. So that the delay is with the Charity Commissioners. The point is whether the Charity Commissioners or the representatives of the people should have the deciding voice in regard to the location of the different schools in the county; and as a member of the county council I contend that the representatives of the people should have the choice in the selection of sites.

Professor *Rhŷs.*

54,930. Do you know exactly what the difference between you is with regard to sites?—The first proposal suggested that there should be a mixed school at Rhayader, a boys' school at Presteign, and a girls' school at Knighton. The opinion of the county council was that there should be a mixed school at Presteign, or a boys' school, and a mixed school at Llandrindod Wells, as being more accessible to the county of Radnor than Rhayader.

54,931. The Charity Commissioners have delayed dealing with that?—That was the scheme that the first committee proposed. The county council threw it overboard, and the Charity Commissioners now want to put a school at Presteign, and join us with Breconshire at Builth. We are not willing to have joint action at Builth with an intermediate school; we want to have one at Llandrindod. So that the fault lies not with the county council altogether, but with the Charity Commissioners, I take it.

54,932. That ought to be brought home to them, I think?—I think so, too. I am not quite certain, but I believe there has been some communication with the member for the county with reference to it. You mentioned yesterday about railway rates, and that it was unfortunate that action was not taken by some representative

Professor *Rhŷs*—continued.

body in the county. Mr. Edwards, the member for the county of Radnor, who is president of our agricultural association, joined a deputation to attend with reference to railway rates, in connexion with the Royal Agricultural Society of England. So that we have taken some action in the matter.

Sir *John Llewelyn.*

I know many instances where traders have approached the railway companies and have got considerable concessions.

Witness.

I am very much obliged to you for giving me an opportunity of coming before you.

The witness withdrew.

The Rev. WILLIAM WILLIAMS called and examined.

Sir *John Llewelyn.*

54,933. What is your address?—I am a Baptist minister living at Knighton. I have been here for over 15 years.

54,934. You offer to give some evidence as to the general condition of farms?—That was one head that I put down. Will you allow me to say that I know of a good many farmers who are afraid to give evidence here to-day. If some of the farmers in this county had had the same courage as the farmers in Carmarthenshire and Cardiganshire, you would have had evidence almost as startling.

54,935. What are they afraid of?—Afraid of their landlords; not all of them, but a good many are. There are some good landlords, but there are others again that their tenants are really afraid of them.

54,936. What do they think that the landlords could do to them?—Well, there is no doubt at all but that some landlords would cause them to suffer in some way or other.

54,937. You have no faith, then, in the Witnesses Protection Act?—The people have no faith in it. Some of the farmers have no faith in it, that I know.

54,938. Do they think that the landlords would turn them out of their farms in consequence of their giving any evidence here?—Some of them are no doubt afraid of it.

54,939. Really?—Yes, no doubt of it, from what they have told me themselves.

54,940. Do you know any instances of your own knowledge of capricious evictions?—Those cases I have no doubt at all are very hard to prove; there are so many ways in which some landlords, of course, can show their displeasure; you cannot exactly find out why they treat the tenants in such a way. You are fully convinced in your own mind, but to get the evidence is very difficult; and in a similar manner with regard to some farmers and their men.

54,941. I will leave out the word "capricious." Are there any instances of your own knowledge of evictions taking place—without using the word "capricious"—instances of farmers being turned out of their farms?—I have every reason to believe that in some cases farmers have been turned out simply because of their politics.

54,942. Do you know any instances where men have been turned out of their farms?—I have some in my own mind.

54,943. Will you name them?—The men would not be willing for me to give their names.

Sir *John Llewelyn*—continued.

54,944. You say there are cases or there have been cases of evictions here?—I have not the slightest doubt a few cases in this county.

54,945. But do you know of any cases of eviction?—Yes; men have told me that they could not understand any reason but their politics for their being turned out of their farms. Other reasons were given, but they were not considered to be the real ones.

54,946. But you do not give instances?—Well, the men would not be willing for me to give them. Then in a similar case with regard to men employing labourers. I have known a case in connexion with the last election. Of course it would not be safe to charge the man who discharged the men with discharging them for political reasons.

54,947. You are speaking now of the relations between farmers and labourers?—Yes. It would be most difficult to prove it, but no other reasons were given that were considered by impartial people to be satisfactory. With regard to game, that is a sore grievance on some estates. With regard to that matter again, some farmers are afraid to give evidence, though they tell you, as they have told me many a time in their homes and in the markets, that they are eaten up with game, but they have not the courage to come and state their grievances. Then I was going also to mention the state of some dwellings, both farmhouses and cottages. Of course there are some excellent farmhouses and excellent cottages, and particularly in this neighbourhood. There are a good many excellent cottages, better than small farms up in the country; there are others again, especially small farm-houses, that are not at all well arranged internally and not with sufficient room. Had it not been for the presence of ladies in the court, I could give you dreadful instances, shocking instances, of the way sleeping accommodation is arranged, tending greatly to indecency and immorality.

54,948. That is, I suppose, where there are a whole family in too small a house?—Where there would be, say, a father and mother and children between 15 and 20—well, all sleeping in the same room. I have known cases of that kind. I hope you do not think I am doing wrong to mention this.

54,949. Not the least in the world we are very glad to get information on that subject. What is your remedy for that?—Well, I thought

Sir *John Llewelyn*—continued.

the nuisance inspectors would have something to do with a matter of that kind.

54,950. If so you have your remedy to your hand in your local authorities?—I should think they have power to deal with it.

54,951. Have you looked into that matter?—I have mentioned it more than once. I do not refer so much to this locality with regard to that matter.

54,952. Well, it is very general all over the world more or less, and is not confined to farm-houses, is it?—Oh, no.

54,953. I would merely ask you whether you have looked into that matter from the standpoint of the existing sanitary authorities?—Yes, but the authorities seem to be very slow in looking into these matters. I also wish to state that it seems to me that in many cases agents are rather more oppressive than landlords.

54,954. Is that generally the case, or is it only in special cases?—I do not say generally, but in a good many cases.

54,955. Can you instance any?—It is the same as I said just now. The men who told me these things would be afraid to come here and give evidence and would not be willing to give their names; there is a good deal of fear.

55,956. Have you taken any pains to satisfy yourself as to the truth of these allegations?—I have.

54,957. Whom do you refer to?—Several instances. During the last 15 years I have been going to different parts of this county to all parts of the county pretty well, and other counties, and I have come across several cases of the kind. That is all I have to say, I think.

Professor *Rhŷs*.

54,958. We have heard of a practice in some places of the agent receiving a little gift, varying from a few pounds up to a hundred pounds, for helping a tenant to get a farm. Is that sort of thing talked about in this part of the world?—I have known one or two cases of that kind.

54,959. Has it been a matter of common rumour?—Yes, but I would not say that that is general.

54,960. But such a thing has been talked of sometimes?—Oh, yes.

54,961. In what way would you say that the agents were more oppressive than their masters; I think that is what you said?—Interfering more with the tenants in regard to matters that the landlords had not authorised them to do, and particularly with regard to politics.

54,962. But how exactly do you know what are the terms between a landlord and his agent? What makes you think that they are interfering beyond what their landlords authorise them to do?—Well, there is a general impression on the part of the tenants that the landlord himself would not do such things—would not go so far.

Professor *Rhŷs*—continued.

54,963. But you see an agent may be kept by the landlord to take off the unpopularity of certain proceedings?—That is quite possible.

54,964. The agent, no doubt, has got to keep his own position, and he may have certain rules laid down for him by his landlord which do not reach the public?—Yes.

54,965. Do you think you could apportion the responsibility?—Well, that is the impression that often prevails.

54,966. With regard to the sanitary conditions and what you described just now. You heard what was said this morning, that did not seem to satisfy you. Did you hear Mr. Hamer?—Yes.

54,967. He said you might give notice to the sanitary inspector, and that everything worked out beautifully apparently. Where is the obstruction; where is the difficulty?—There is very great difficulty oftentimes. *See* 55,04

54,968. Where does the machinery stop?—Either with the inspector or with the guardians, I believe.

54,969. You elect the guardians and you pay the inspector?—Yes.

54,970. Cannot you get these people to discharge their respective functions?—They do not seem to do it. They certainly do not do it in many cases.

54,971. What is your suggestion; what remedy have you for that state of things; does the sanitary inspector ever go about the country?—To some places. There are other places, I believe, where he has never been seen.

54,972. But cannot you call his attention to that, or cannot the inhabitants—the guardians. Is there no way of putting this machinery in motion?—There ought to be.

54,973. You have not studied that?—I am simply stating the facts—that the machinery has not been put in motion in many cases.

54,974. And in this lamentable state of things, what, as a matter of fact, is the result on the morality of the district, do you know?—I believe it tends to make it worse, a good deal.

54,975. Do you know at all what the statistics are?—I have not them by me now.

54,976. Have you looked at them?—Oh, yes, I have more than once.

54,977. What struck you in reading them—that the part of the county that you know is very bad, or the county generally?—Not worse than other counties.

54,978. But you think generally that these things call for immediate reform?—I do most certainly.

54,979. Do you notice whether there is any improvement in the accommodation in farms for labourers?—Yes, there is a good deal of it going on with good landlords, certainly.

54,980. In some districts more than others?—Oh yes; they vary very much. I do not wish to condemn landlords wholesale or masters wholesale.

54,981. Some of them may not be able to give as good buildings as they wish, perhaps?—I believe a good many landlords live beyond

Professor *Rhŷs*—continued.

their means, but they do not seem to cut down their expenses at all; but if the tenant wants things to be done they complain of want of means. I have heard that frequently.

Sir *John Llewelyn.*

54,982. What landlords live beyond their means; do you know any?—Well, a good many seem to do it, and then when any application is made in regard to improvements in the way that Professor Rhŷs suggests, they complain that they have no money.

Professor *Rhŷs.*

54,983. Have you known of any cases of the kind?—Oh, yes.

54,984. Then with regard to the fear of the farmers to come forward; how do you discover that?—By what they themselves say.

54,985. Or by you asking them—which?—In the course of conversation it comes up.

54,986. What do they say; give me the substance of the conversation; how do they put it?—Well, that they are afraid of the consequences of doing it.

54,987. They would not use the word "consequences" very likely; how would they put it themselves in familiar language—that they are afraid of Mr. so-and-so?—Of the landlord.

54,988. Not the agent?—Well the agent and landlord work together with regard to the matter.

54,989. Then you say that they suffer very much from the game. Do you know of any estates where the farmers are afraid to kill the ground game—afraid to carry out the Ground Game Act?—Yes.

54,990. Afraid of killing the ground game?—Yes.

54,991. And do not do it?—They do not do it but to a very limited extent.

54,992. Lest they should offend their landlords?—Yes.

54,993. You know such cases?—I know such cases.

54,994. Then in other cases where they suffer from the game generally, do they ever ask for compensation for damages?—Yes.

54,995. They do sometimes venture to ask for damages?—Sometimes, and have it, and sometimes they do not have it.

54,996. Are there any that are afraid of asking for damages or for compensation?—Yes, I have known cases of that kind.

25,997. Where there was reasonable ground for thinking that they had suffered, but they were afraid to ask for any compensation?—Yes, certainly.

Mr. *Richard Jones.*

54,998. You think that the sanitary inspectors do not carry out their duties as they should do?—They certainly do not.

Mr. *Richard Jones*—continued.

54,999. You are aware that the sanitary inspector is the servant of the rural sanitary authority?—Yes, it would be the guardians.

55,000. I cannot tell what the proportion is in Knighton, but there are *ex officio* guardians I know, and they have a right to sit on the rural sanitary authority as well?—Yes.

55,001. Do you think it is because the sanitary inspector is afraid to give offence to the landlords that he does not report the state of the farmhouses?—Very likely, in some cases.

55,002. Do you think that he will carry out his duties in a more fearless manner when he becomes the servant of the district council?—I do not know I am sure; it is to be hoped so.

55,003. What is the character of the tenant farmers in Radnorshire as far as thrift and industry go?—I believe they are remarkably thrifty and industrious taking them as a whole.

55,004. And sober?—Yes, taking them on the whole; they will compare favourably with those of any county in either England or Wales.

55,005. Are they pretty independent in character or are they servile?—There is a good deal of servile spirit on the part of many.

55,006. What is the cause of that?—What I stated just now, the fear of their landlords. Sometimes, very likely, the fear is groundless, and at other times, again, I think there is ground for it.

55,007. Do you think that security of tenure would promote manliness of character among the tenant farmers?—Gradually.

55,008. And that it is a desirable thing?—Most desirable. It is one of the things that is needed most, as far as I am able to learn—of course together with fair rents.

55,009. Do you know anything about the condition of the farmers financially?—Yes, a good deal. I have been among farmers all my days, and I am the son of a tenant farmer myself.

55,010. What is their condition at the present time?—No doubt many farmers are very short of money.

55,011. Do you think they are satisfied with the abatements made by their landlords?—In some cases, and in others they are not.

55,012. Do you know whether they complain of the abatements that are made to them, those that are not satisfied?—Well, they complain plenty.

55,013. Do they complain to the agent or to the landlord?—I have no doubt at all that they do.

55,014. You think they are not afraid to complain, although you say their fear is so great?—Some, no doubt will be afraid.

55,015. Why should they be afraid? Is it because the landlord or the agent might think that they were natural grumblers?—And dissatisfied.

Mr. *Griffiths.*

55,016. You have had an opportunity of mixing with the tenants in this neighbourhood.

Mr. *Griffiths*—continued.

What is it they wish with regard to game: do they ever express to you what their wishes are?—I do not think that they would object at all to their landlords coming and shooting over the tarm so many times in the year, without mentioning the number of times; but what they object to is for so much game to be kept on the farms—a large number of pheasants to be reared, and a large number of hares.

55,017. Are there many keepers?—Yes, a good many.

55,018. Are they popular with the tenants?—Well, not always.

55,019. Do you think if they had no keepers the tenant farmers would keep game sufficient for their landlords to come and shoot?—I should think so: quite sufficient for their tenants' interest.

55,020. They have no ill-feeling towards the landlord. You think they would try to preserve game and give him some sport?—Oh, I think so.

55,021. Has any complaint been made to the sanitary authorities about these cottages and farmhouses that are in such bad order?—I have known cases where complaints have been made.

55,022. And nothing done?—Sometimes something has been done.

55,023. Do you think the sanitary inspector would be a popular man amongst the landlords if he were to order this house or that house to be pulled down as not fit for human habitation?—He ought not to study popularity, but to do what is right.

55,024. Quite so; but do you think he is always in a position to do that?—Well, he ought to be.

55,025. Is he not often employed by the landlords besides?—Yes. Very likely there are many sanitary inspectors afraid to offend the landlords.

55,026. Do not you think that, besides the fear of the landlords, there are many farmers, again, who compose the sanitary committee, and the inspectors are afraid, on that ground also, to act independently?—In a good many cases.

Mr. *Griffiths*—continued.

55,027. They are not free to act as they would like to?—I am afraid not.

Sir *John Llewelyn.*

55,028. There are three or four questions handed in by Mr. Vincent: "Will you allow me "to divide your timid farmers into two groups; "that is to say, the men who have not been "evicted, and the men who have been evicted?" You said there had been some evictions to your knowledge. "Can you suggest anything which "the second class, the men who have been "evicted, can fear? What have they to lose?"—Well, Providence has opened up the way for some of them to get better farms, and others, again, have had very great difficulties; there is no doubt at all about that.

55,029. "The Ground Game Act is operative "in the district, is it not?"—How could it be in operation when there are so very many hares about?

55,030. "Is it in operation in the district?" That is the question?—Then why should there be any complaints?

55,031. I cannot answer that. It is for you to answer the question. This is Mr. Vincent's question, you understand, not mine. "The "Ground Game Act is operative in the district, "is it not?"—I cannot understand how it should be carried out, and all these complaints about now. That is my answer to that question.

55,032. "What is you occupation?"—Baptist minister.

55,033. There are two questions by Mr. H. L. Stephen: "Has not great distress been caused "in this district by the failure of the Liberator "Society?"—No, only in very, very few cases.

55,034. "Can you suggest any remedy for the "prevention of such frauds in the future?"—All companies ought to be under Government supervision.

55,035. Mr. Vincent asks:—"Will you name "any estates on which the tenants are afraid to "exercise rights under the Ground Game Act?"—It would be an unfair thing to name estates, too.

The witness withdrew.

Mr. JEFFREY JONES called and examined.

Sir *John Llewllyn.*

55,036. Where do you reside?—Llanfair House, Llandrindod.

55,037. What is the evidence you wish to give?—As my name has been mentioned in connexion with the evidence in Miss Severn's case I wish to make a statement. When these cases which have been mentioned before you were enforced, I happened to be at that time the district political agent, and I happened at the same time to be the man employed to haul Miss Severn's coal. At the time of the election of 1892, and on my taking part at the election—

Sir *John Llewelyn*—continued.

55,038. Was it the county council election?—No, a county election—I was district agent at the time of the county council election as well. As soon as I took part in the election I was stopped from doing the work. I may also mention that being agent for that district, the minister of the Baptist chapel came to my house on several occasions to ask me what was to be done in connexion with the stopping of the two maids coming to chapel. I told him that if she did not give way by fair means, I should put the case in the hands of a society that I had

Sir *John Llewelyn*—continued.

been told of that would help in such cases. In the meantime he wrote her, and she saw her folly, and gave way, and admitted them once more to go to chapel. Then in the case of Mr. Thomas Owens.

55,039. Who was Mr. Thomas Owens?—The one stopped at the time of the county council election.

55,040. Do you mean the gardener?—The gardener. The lady sent the maid out to ask him for which of the persons he intended to vote. His answer was that he would not tell anyone, that he would not even tell his own wife, and he stuck to this. The next morning he went to his work. There had been no complaints before against him or against me as haulier, but the next morning when he went to his work he was instantly dismissed on his appearance on the ground.

55,041. You have heard it stated this morning that there were previous complaints?—There were no previous complaints.

55,042. Did he state to you that there were no complaints?—Yes, he did state it to me.

55,043. You have heard it stated this morning that there were?—Yes, I have heard it this morning. I may mention that she does not require anyone on the place continually; he was only there about two days a week, or two or three days, and he was going there every morning for an hour or two, and then sometimes during the whole day to bring in coal, and do little things to the house and little things in the garden.

55,044. He told you there had been no previous complaints?—No previous complaints whatever. There was some evidence given this morning that I should like to rebut as to the housekeeper's husband coming here. This housekeeper was in such a bad way that the man told me himself that she cried bitterly when the lady sent her out with his last pay.

Sir *John Llewelyn*—continued.

Mr. *Richard Jones.*

55,045. Was in such a way about her landlady?—Yes, it vexed her when the man was so stopped, because he was very useful about the house, and he attended to them so well, and they were going on so well together that the girls cried when he was stopped, and undoubtedly in the opinion of the whole people in the neighbourhood at the time they all cried "shame" to the actions of the lady. I have no doubt in my mind but what it was religious and political bias.

Mr. *Griffiths.*

55,046. Is it a fact that this man was stopped from his work the very next day after he had refused to state how he would vote?—As soon as he came with the papers to the house the next morning as usual, he was stopped.

Sir *John Llewelyn.*

55,047. This is a question by Mr. Vincent: "Has not the occasional man of whom you "speak been succeeded by a permanent man?" —I cannot say. This man is not there all his time. He is there most of his time, but the other man could have been as permanent as this one.

Professor *Rhŷs.*

55,048. He might have been?—He might have been.

The witness withdrew.

Mr. THOMAS GOUGH called and examined.

Sir *John Llewelyn.*

55,049. Where do you live?—Grove Villas, Knighton.

55,050. I believe you are the sanitary inspector for the rural district of Knighton?—I am. Having heard the evidence of a former witness I wish to say that I have been sanitary inspector for the last 18 years, and my appointment as sanitary inspector is a permanent one; also that I am not in any way afraid of any landlord in the district. I also wish to say that during the 18 years I have been inspector no landlord or agent has ever in any way tried to interfere with me in the performance of my duties.

See 54,947.

With regard to the state of the labourers' cottages they are very much improved to what they were years ago. It has been my duty to send notices to the landlords on the various estates in this district, and I have done so from time to time as I have become aware of defects or nuisances. I have no hesitation in mentioning the various estates; as to the Brampton

Sir *John Llewelyn*—continued.

Brian estate in very many instances the cottages have been improved; there are a great number of cottages there. In every instance in which there has been notice served the old ones have been improved. On the Stanage estate also wherever I have given notice I have always had the work done. On Lord Ormathwaite's estate, which is a very large one in this district, the houses 15 years ago were in a very bad condition, but there have been new farms built from time to time, in fact there was an understanding with the owner of that estate that a new farmhouse should be put up every year. There have been a large number put up, and the property has been very much improved.

With regard to overcrowding, I am not aware of any overcrowding anywhere in my district, that is, more residing in the houses than should reside there. I am not aware of it at any rate. I always tell the people to send me notice privately of anything that may occur in my district. If they do send me notice I

Sir *John Llewelyn*—continued.

visit it. I have had notices sent me, and they are entered privately in a book which I am bound to keep. I have had very few notices during the last 18 years. I do not think I have had a dozen notices sent by private persons, although I ask for them.

55,051. Has the Rev. William Williams ever given notice of any case?—He never has even spoken to me on the subject.

55,052. I suppose there is a little practical difficulty with regard to cottages everywhere. A labourer sometimes has a large family?—Yes, sometimes.

55,053. And if his cottage is a small one it becomes a practical difficulty that is not very easy to get over with the best of intentions?—In places where I have had notices of that I have gone to the people. With respect to one cottage—an instance I just remember now—the tenants had to take a room in an adjoining house for part of the family to live in. And the landlord, the owner of the house, afterwards made provision for it, and it was remedied. Wherever it is necessary, and I am aware of it, I move in the matter.

55,054. It is undoubtedly contrary to morality to allow a lot of young men and women to herd together?—Yes, the new cottages built now are built with more bedrooms. The old cottages were built with two bedrooms, and there was a difficulty with regard to sleeping accommodation. The new cottages have three bedrooms. With respect to the older ones where there is a large family we have to take steps to remove them. I am not aware of a single cottage—I have not one on my books at the present moment—where such a thing exists.

55,055. To that extent you consider the neighbourhood of Knighton will compare well with other parts of Wales?—I think it will compare well with any adjoining district at the present time with regard to labourers' cottages. I am not inspector for the town. I do not know what the town is. I cannot say. I have no part of the town in my district; I am in the country, the rural district.

Mr. *Griffiths.*

55,056. Are the cottages held by the labourer direct from the landlord, or with the farm?—Some are held in one way, and some in the other, the farmers generally have the cottages.

55,057. They are sublet to the labourers'?—Yes.

55,058. Is it then so easy to abate the nuisance?—I find no difficulty.

55,059. Do you devote your time entirely to that?—No, I do not. I am District Surveyor of Highways for the Knighton Highway Board.

55,060. Do you occupy any land?—No, I do not now. I have been a farmer.

55,061. Are you in a position to deny the statement made by Mr. Williams that there are such cottages in the neighbourhood?—I say there is no such cottage to my knowledge in my district as Mr. Williams described.

Professor *Rhŷs.*

55,062. What might be the extent of your district? Could you roughly state it?—My district is the whole of the Knighton Union, about 8,000 population.

Professor *Rhŷs*—continued.

55,063. Are there any villages in it?—Oh, yes, several, a number.

55,064. Can you give the names of some of them?—Knucklas, Duthlass, Beguildy, Llangunllo, and Bleddfa.

55,065. You say you asked the people to inform you?—I always ask them wherever I go.

55,066. What people?—The inhabitants, the occupiers of the houses I visit.

55,067. You could scarcely ask everyone. Whom do you get at?—Those I call upon—the wives of the people I call upon.

55,068. Sometimes they do not want improvements?—Sometimes we have to force the occupiers quite as much as we have to force the owners to keep their houses right.

55,069. So that it does not follow that they would always tell?—They would not tell anything about their own cleanliness.

55,070. They might tell you about their neighbours?—Yes.

55,071. Do you drive through the villages every now and then or what is the plan you adopt?—I go from time to time through the villages.

55,072. Have you been to any of these lately?—Yes, I was at two or three yesterday.

55,073. Name them?—I was at Beguildy, and all the villages from there down.

55,074. That is up the valley?—Yes.

55,075. How far is that from here?—Eight miles. I am not all my time at sanitary inspection; nothing like it.

55,076. The highway business leads you into the sanitary business to a certain extent, I suppose?—Yes, at the same time.

Sir *John Llewelyn.*

55,077. Mr. Vincent asks a question: "It has "been suggested that you are afraid of the "landlord. Is that so"?—I am not afraid of any landlord in my district.

55,078. This is a question by Mr. Nixson: "Do you make a house-to-house inspection"?—There has been a house-to-house inspection of every house. I do not make it regularly, but I call and try to find out where every nuisance exists.

55,079. "If so at what periods"—Generally all through the year from time to time. Sometimes one part of the district, sometimes another. This district is a very large one, it would be quite impossible to make a regular periodical house-to-house inspection.

55,080. "Are you an agricultural tenant"—I am not at present.

Professor *Rhŷs.*

55,081. If you make a house-to-house inspection you have to take it in portions, have you not?—When I go into a village I go and call at houses in the village.

55,082. That does not quite convince me that it would cover the whole district in time unless you take them regularly, one portion after another?—It would take a very long time to cover the whole district; the district is so very large.

Professor *Rhŷs*—continued.

55,083. You make notes of what district you inspect from house to house?—Every place I have visited is entered in a book when I come home, and put before the Rural Sanitary Authority at their meetings, and they can tell where I have been and where I have not been by looking at my journal. It is regularly put before them at every sanitary meeting, and they know where I have been and what I have done.

55,084. Is this journal open to anyone besides the sanitary authority?—I show it to any person who wishes to see it.

55,085. But as a matter of right. It is placed before the sanitary authority?—Yes, but I am not aware that it is open to the public.

Sir *John Llewelyn.*

55,086. That constitutes a regular system of visits?—The journal states what places I have visited, and all the cases, and what they were, whose property, and the owners and the occupiers, and what the matter was that caused the report.

Sir *John Llewelyn*—continued

55,087. Are you able to do the whole of the district in the current year?—No; I should not be able to see it all in one year. Oh, dear, no.

55,088. The district you have to cover would take more than a twelvemonth?—Oh, yes.

55,089. Still, it is a systematic inspection?—It is a systematic inspection; and then I endeavour to get information in every way that I can so as to be informed where I am wanted, and to visit every house. To visit houses where there is no inspection required at all would be a waste of time.

Mr. *Griffiths.*

55,090. Is it not possible that, on an examination of your books, the guardians might report that you are not doing your duty to the Local Government Board?—If they examined my books they could see what I was doing.

55,091. They could see if you were not doing your duty?—Oh, certainly, they would soon tell me so—that is, if they were not satisfied with it—because any book shows my work. Whether it is much or little my book shows it.

The witness withdrew.

Adjourned *sine die.*

APPENDIX.

LETTERS from MR. W. F. D. SAUNDERS, of GLANRHYDW, to MR. WILLIAM THOMAS, PONTANTWN, near CIDWELLY, referred to at 37,076, 37,077, and 38,197–38,251.

Glanrhwdw,
July 4th, 1893.

DEAR MR. THOMAS,

WILL you please to bring me your half-year's rent, due last Lady-day, together with the tithes, 16*s.* 11*d.*, less 2*l.* 10*s.*, and less income tax, to the "Bridge Inn," Pontantwn, on Tuesday, July 18th, at 12 o'clock. Please also to bring your last half-year's receipt with you. I must remind you that the allowance of 5*l.* a year I made you was only for two years, because I shall not allow it to you again after that time. I made the allowance thinking it would make you contented; from what I hear it has quite failed, so it is useless to continue the allowance, and so I shall give it then to someone else who may appreciate it more. Not only are you discontented, I hear you are also trying to stir up ill-feeling between my tenants and me (unsuccessfully I am thankful to hear); this as long as you are my tenant, I will not allow. My tenants are quite capable of managing their own business without your interference, so I think if you attended to your own business a little more, and to other people's a little less, it would be better for all parties. There is no need for you to stay at Pontantwn Factory longer than you wish, and sooner than that you should suffer loss in any way by remaining on as my tenant, I am quite willing to take your holding over next September, should you wish to leave, if you will give me a written notice to that effect written seven days from now. I have no objection whatever to your attending any meetings you may wish, and making any statement about your own case you like; but should you make any statement I think it best that you should also say that you are at Pontantwn Factory only as long as it suits you to be there, that you find it pays you to rent land from me, and let out your own land; that you have had an allowance made equal to about 12½ per cent. for two years, and that you are able to employ labour to work in your factory, and so have plenty of spare time to interfere with other people's business; I do not think your case will be found a hard one, but I object to your making statements about any of my farms about which you can know nothing. I have done all I can to make all comfortable, it is not my fault the want of rain, neither is it my fault that a Government is in power which, as soon as it comes in, puts a stop to all confidence, and so spoils all trade, and during whose power everything always has and always will go wrong.

Yours truly,
(Signed) W. F. SAUNDERS.

To Mr. William Thomas,
Pontantwn Factory.

Glanrhwdw,
July 24th, 1893.

DEAR MR. THOMAS,

IF you are still not satisfied with your taking from me, I can get you 15*l.* for yourself if you are willing to turn out the end of this next September. Kindly let me know at once if you will accept this or not, as I wish to arrange at once with a man, should you wish to leave.

Yours truly,
(Signed) W. F. D. SAUNDERS.

Factory, Pontantwn,
July 25th, 1893.

DEAR MR. SAUNDERS,

IN reply to your letter of the 4th inst., I hardly thought you would form such an unfavourable opinion of me without first satisfying yourself of the truth of the representation made to you by the person or persons responsible for the statement, that I am trying to *stir up* ill-feeling between your tenants and yourself. I am sorry that I shall be under the painful necessity to call on whoever told you to prove his words. I never asked one of your tenants, nor even a single tenant within the parish, to attend the meetings held to take into consideration the evidence to be given from the parish. Personally I am indifferent whether the farmers will take advantage of the visit of the Royal Commissioners, and in reply to yours of the 24th, I beg to say that I have not shown anyone any intention to leave the factory.

Yours truly,
(Signed) WILLIAM THOMAS.

W. F. D. Saunders, Esq.

Glanrhwdw,
July 27th, 1893.

DEAR MR. THOMAS,

A ROYAL COMMISSION, attended by *landlords and tenants*, to inquire into the cause of the depressed state of agriculture I would most thoroughly approve of, and do all I could to assist with any information at my disposal, but meetings to get up evidence to put before a Royal Commission which landlords are not invited to attend I do not approve of, as the only object can be to put tenant against landlord. This is too absurd, as one cannot get on without the other; such a meeting was held at Llangendeirne, of which I hear you were one of the chief movers; from this I gathered you were not satisfied with your holding from me, so was enabled to make you the offer I have, as I have no wish that you should suffer loss or any inconvenience by remaining a tenant of mine. I conclude from your letter you decline my offer.

Yours truly,
(Signed) W. F. D. SAUNDERS.

LIST of LABOURERS' COTTAGES and SMALL HOLDINGS in the PARISH of LLANFIHANGEL RHÔSYCORN, CARMARTHENSHIRE, which have fallen into RUINS during the last 40 or 50 Years.

Handed in by Mr. Evan Evans at Llandilo.—Qu. 38,744, *47th Day.*

Name of Cottages or Holdings.	Description.	Name of Cottages or Holdings.	Description.
Pendre	House and garden.	Tanyrallt	House and garden.
Do.	do.	Pantteg	do.
Abernenog	do.	Ffynonoer	do.
Do.	do.	Tanygraig	do.
Ty'rcwm	Small holding.	Do.	do.
Glandwr	House and garden.	Penygraig	Small holding.
Bancyddeintir	Small holding.	Llydiadnenog isaf	House and garden.
Do.	House and garden.	Llydiadnenog	do.
Glanrhyd	do.	Llain	Small holding.
Do.	do.	Cefngorlech	do.
Ysguborfach	do.	Pantgwyn	do.
Tanycoed	Small holding.	Tynewydd	do.
Dderwen	House and garden.	Penpontbren	House and garden.
Do.	do.	Ploughbach	do.
Berthlwyni	Small holding.	Wernant uchaf	do.
Pengarregfach	do.	Aberddeunant	do.
Blotwethfach	do.	Do.	do.
Rhos	do.	Blaenwaen	do.
Tanycoed	do.	Do.	do.

Name of Cottages or Holdings.	Description.
Pantyclai	House and garden.
Trawsnant	Small holding.
Tycoch	House and garden
Groft	do.
Maescware	do.
Glandwr	do.
Croesceiliog	do.
Henffordd	Small holding.
Ty newydd	House and garden.
Troedrhiwfawr	do.
Ddolhir	Small holding.
Llawrbarth	do.
Llwynrodyn	do.
Llwynbedw	House and garden.
Ty Nani	do.
Llain	do.
Garthfach	do.

Total number of cottages fallen into ruins	37
,, small holdings ditto	18
Total	55
New houses built by landlords within same period	5
Total decrease	50

Uninhabited Cottages and Consolidated Farms in the Parishes of Llanfair ar y bryn, and Cilycwm.

Handed in by Mr. James Rees at Llandovery.—Qu. 39,458, *48th Day.*

Parish of Llanfair ar y bryn.

(A.) *Rhandir uchaf.*

(1.) List of labourers' cottages which have fallen into ruins :—

1. Typoth (two families).
2. Ffynon oer.
3. Felincoed (cottage).
4. Tyrcoed.
5. Abergefail (two families).
6. Tafarnwellten.
7. Bronfran.
8. Ty'newm.
9. Tyrlan.
10. Bronfelen.
11. Llidiard y gowntes.

(2.) List of farms which have been added to other farms :—

1. Cwmbawddwr.
2. Cefnhirfryn uchaf.
3. Dildre.
4. Galltygyrnig.
5. Caefron.
6. Glandwr.
7. Felinwaen.
8. Cwmcaebach.
9. Henfaes.

(B.) *Rhandir abbot.*

(1.) Labourers' cottages in ruins :—

1. Pentwyn.
2. Troedrhiw, rychen.
3. Ffoslas.
4. Penwaengaled.
5. Brynpothisaf.
6. Troedyrhiw (two families).
7. Coryn.
8. Sarndu (three families).
9. Maesylan (two families).

(B.) *Rhandir abbot*—cont.

10. Tyrbach (three families).
11. Llwyncelyn.
12. Tyncornel.
13. Dugoedyddfach (two families formerly, one at present).
14. Tycoch.
15. Dolgoy (two families formerly, one at present).
16. Tyncal.
17. Panteg.
18. Maesgwastod.

(2.) Farms added to others :—

1. Dinasbachisaf.
2. Perthiduon.
3. Troedyrhiw } added to Dolfallt.
4. Eithyn }
5. Nantycaws, added to Ystradffin.
6. Brynpoethisaf.

Parish of Cilycwm.

Labourers' cottages in ruins :—

1. Rhydymaen.
2. Penfedwfach (two formerly, one at present).
3. Cwmrhaiadr (cottage).
4. Castell.
5. Llwyni (two families).
6. Croesyfedwen.
7. Penpompren.
8. Caegwyn.
9. Glanrafon.
10. Pencaebach.
11. Melinfwg.
12. Bryncastle.
13. Berrisbach.
14. Lliwdy.

And 10 cottages less in the village of Cilycwm.

Note.—A list of 24 farms in the parish of Cilycwm, which have been added to other farms, is given in the body of the evidence.

Original Statement in Welsh of the Evidence of Mr. Lewis Lewis, Carnau Gwynion, Gwynfe, given at Llandovery. Question 39,655 (48th Day).

Cyflwynedig i'r Ddirprwyaeth Gymreig Dirol.

Deugain mlynedd yn ol, rhentodd fy nhad, sef Edward Lewis, Brynpedol, Cwmaman, fferm o'r enw y Lan, Llangadog. Mesurai rhwng chwech a saith ugain erw. Mae ei haner yn wlyb, uchel, a diffrwyth, a'r rhelyw yn dir canolig ei ansawdd, a'i wyneb i gyd i'r gogledd. Ei rent oedd 55p., ac addawodd y meistr *lease* o 14 mlynedd. Ofnai fy nhad ei derbyn, gan fod y fferm yn ddieithr iddo, a'r rhent yn rhy uchel, yn ol tystiolaeth y cymydogion. Gan ein bod yn deulu cryf, sef tad a mam, a chwech o blant mewn maint i weithio, ymroddwyd o ddifrif i amaethu, a mawr ac amrywiol y gwaith a wnaed: gan fod y tir wedi ei hir esgeuluso, ymosodwyd i arloesi, sychu, a gwrteithio y caeau salaf yn gyntaf; heblaw y dyrus anial a gliriwyd, arloeswyd agos 400 o latheni o hen gloddiau ceimion, a chodwyd agos 300 llath o rai newyddion cywirach, a chredaf fod cymaint bum' waith o gwteri wedi eu gwneud genym yno; symudwyd pridd cronedig talarau a ffosydd, wedi ei gymysgu â chalch, ar hyd y caeau. A chludwyd yn flynyddol yno rhwng 30 a 40 llwyth o galch, a hyny dros flordd yr oedd agos ddwy filldir o honi mor gul, gwlyb, a garw, fel yr oedd yn ddigon o benyd wasanaeth i ddyn ac i anifail i'w theithio; a thebyg, os nad gwaeth, oedd y ffyrdd ereill a gyfeirient yno yr adeg hono. Enillid y calch drwy gludo glo i'w losgi, o Brynaman i Benyrhiwwen.

Credwyf na feiddiodd neb gyhuddo fy rhieni o afradlonedd, na'u plant ychwaith, cyhyd ag y buont yn y Lan. Brethyn a gwlenyn cartref, rhib, a *moleskin* oedd y wisg fynychaf yr adeg hono. Byddai y dorth haidd yn amlach na'r dorth wen ar y bwrdd, ac o'r ceirch ceid bara ac enllyn, sef sucan, a rhynion wnai y tro yn lle *rice*, a chroesawid cawl a llaeth yn fwy na'r te a'r coffi byth a hefyd, fel yn bresenol. Nid oedd un o honom yn euog o blygu glin i Bacchus, na gwneud aberth llosg efo'r bibell er dyhuddo'i blys. Yr oedd fy nhad yn ddirwestwr er cychwyniad y gymdeithas, yr wyf yn meddwl, a minau er yn blentyn, a'r lleill o'r teulu yn ymarferol, os nid mewn enw. Wedi rhai blynyddoedd o drin y fferm, yr oedd gwedd newydd a harddach ar y meusydd, y cloddiau, a'r perthi, yr hyn a dueddodd fy nhad i geisio y *lease* addawedig; ond nis cafodd hi er ei cheisio drachefn. Er hyny, credai fy nhad ei air, nad oedd perygl y cawsai ymadael tra y telid am y tir; gyrid pob gorchwyl yn mlaen fel cynt, hyd o fewn rhai misoedd i dderbyniad y "*notice to quit*," yr hwn a gafwyd ar ben wyth mlynedd. Effeithiodd y son am, a derbyniad y *notice*, yn ddifrifol ar fy nhad, a dywedodd wrth ei gludwyr fod *notice* wedi d'od iddo ef o flaen hwnw—y gwir a ddywedodd—ehedodd ei ysbryd diddichell a phur i wlad nad oes twyll, trais, nac anghyfiawnder o'i mewn, yn mhen pum wythnos o'r Lan. Tystiai y meddyg (Dr. Thomas, Llan ——), iddo farw o doriad calon. Aeth yn aberth i raib *landlord* a'r gyfraith fyddai yn ddiraddiad i wlad baganaidd ei harfer. Y rheswm dros y *notice* oedd fod merch i'r perchen wedi priodi, ac eisieu lle arni. Wedi yr holl draul a'r drafferth am wyth mlynedd gan deulu cryf, gweithgar, a darbodus, naturiol oedd disgwyl cryn dipyn o elw. Cawsom ddigon o fwyd cryf ac iach, a dillad clyd, os yn arw. Prin 8p. y flwyddyn o log gafwyd ar yr holl eiddo, byw a marw, a berthynai i'r fferm. A rhaid oedd boddloni heb geiniog o gyflog drwy y blynyddoedd. Cyfiawn yn ddiau fuasai cael ad-daliad am yr holl welliantau na chafwyd fawr oddiwrthynt, ac yn enwedig oherwydd cael myn'd ffwrdd agos ar haner yr amser addawedig; yn lle canoedd o bunoedd, cafwyd papur yn cynwys canoedd o eiriau yn rhybuddio i beidio cyffwrdd a'r domen dail, ac yn bygwth os gwneid, er nad oedd rhawied o dail ar y buarth pan aethom yno. Cawsom hefyd ddychwelyd gyda cherbyd gwag o'r buarth, oherwydd i ni fethu symud ein heiddo oll mewn pryd.

"Eraill a lafuriasant, a chwithau a aethoch i mewn i'w llafur hwynt."—Ioan iv., 38.

Pan fo eisiau tir ar rywun, dylai yn gyntaf ofyn i'r deiliad a ydyw yn ymadael; os dywed ei fod, dyna ffordd rydd a chydwybod rydd ganddo i fyn'd at y meister; felly y gwnaeth fy nhad 32 mlynedd yn ol, pan rentodd Carnau Gwynion, am y swm uchel o 50p., mwy o 10p. nag oedd ddwy neu dair blynedd cyn hyny,—y codiad a barodd i'r deiliad fethu talu. Fferm o 100 erw, yn yr un cwmwd a'r Lan, a'r un nodweddion, i raddau yn perthyn iddynt, ond fod y lle hwn lawer yn ddiffrwythach pan ddaethom iddo; mae ei raen yn rhagorach erbyn hyn, wedi cario cymaint o bridd, tail, a marl i'w wyneb, wedi gadael yr aradr a'r og i rydu. Rhyw 25 mlynedd yn ol, planwyd o ddwy i dair erw o'r pawrdir cysgotaf oedd yma, heb ofyn am dano, na rho'i ceiniog yn ol ar ei gyfer, mewn rhent na dim arall. Yn Mawrth 1871, *notice* i wthio *lease* o saith mlynedd, codi'r tir i 60p., troi 10p. yn flynyddol i dori cwteri, a minau i'w cau ar gost fy hun. Bu brwydr galed rhyngom; y diwedd fu, cael y tir am 50p., yntau i ddwyn holl draul y cwteri, a minau i dalu pump y cant am y gost. Mawrth 1892, *notice* i dynu un rhan o dair o'r tir oddiwrthyf, llwyddwyd i'w gadw eilwaith. Medi, yr un flwyddyn eto, *notice* drachefn i adael yr oll yn awr, os na roddwn yr un faint am dano ar ol tynu 13 erw oddiwrtho; wedi misoedd o bryder, heb wybod pa fan i fyned, caniataodd o gylch haner gwerth y tir a gollwyd i mi, heb gael dim ar gyfer y gwelliantau wnaed arno. Yr arferiad er ys blynyddoedd bellach gan feistri ystyriol yw gostwng y rhent yn hytrach na'i godi. Credaf mai prif achos y codiad yw y gwelliantau wneuthum ar y tir, ynghyd a rhaib deiliaid diegwyddor am dir, a'r gwahaniaeth barn rhyngwyf a'r meistr a'r ystiward; pan sieryd fy meistr a mi am wleidyddiaeth, nid wyf yn celu fy marn: mae genyf gystal hawl i'w mynegi ag sydd ganddo yntau. Credaf fod ffermydd yr ardal hon yn gyffredin yn rhy ddrud o un rhan o dair o leiaf ar dymorau prin eu cynyrch a gwan eu masnach, fel mae er's hir amser bellach. Pris y da, a'r defaid, a'r gwlan yn aml yw haner yr hyn oeddynt o gylch 20 mlynedd yn ol; y ceffylau, un rhan o dair, y moch, un rhan o bump, ymenyn, un rhan o ddeg, a'r caws, un rhan o dair, yn is. Ychydig brydlesi sydd yma; dysgwylir i ddeiliad dalu mwy am ei dir cyn cael un; ansefydlogrwydd masnach, ac ofn codiad ar ei welliantau wedi yr el allan, yn peri diofalwch am ei chael. Y mae deiliad Brynchwyth wedi cael un, ac nid oes neb wedi ffermio cystal ag ef yn yr ardal hon er pan cafodd y brydles.

Y mae cytundeb gan fy meistr, Major C. B. Lewis (Gwynfe House, gynt), ar ei ystad, a hwnw yn rhy unochrog a chaeth y rhan fwyaf o hono, a rhwymir y deiliaid oll i'w arwyddo, yr hwn sydd mewn iaith nas gall un o bob saith ei ddeall.

Y mae'r gof, y saer, a'r sadler, y crydd, a'r teiliwr, wedi agos dyblu eu harian o fewn y 40 mlynedd diweddaf.

Felly hefyd y gweithwyr, a'r gwasanaethyddion, y maent un ran o dair o leiaf yn uwch eu cyflogau. Addawodd fy meistr adgyweirio a thoi y ty â *slates* ymhen tair blynedd ar ol ei rentu; y mae dros 30 o flynyddoedd er hyny, a'r gwaith heb ei wneud eto; y mae mor oer ag ysgubor, gan nad oes *ceiling* ond dan un ran o dair o hono. Ar ystorm o eira, gorchuddir y loft, y gwelyau, a'r cwbl fyddo o dan y *tiles*, ag eira. Bu raid i mi dalu y crefftwyr am doi y llaethdy, heblaw cludo'r defnyddiau, tori lle a gosod ffenestr, ei lorio, a'i feincio o'r newydd; propiais dan dô yr ysgubor, a'i ddiddosi ef â thô yr ystabl am flynyddoedd, a chymell llawer cyn cael tô newydd, a chario'r cwbl ar gost fy hun. Ugain mlynedd yn ol costais dy gwair, ei ddefnydd a'i wneyd, felly hefyd am dô a thoi y *carthouse*. Mae y bwyd yn lled wahanol i'r hyn oedd 40 mlynedd yn ol, yn fwy dymunol i'r archwaeth; ymbwyllaf cyn dyweyd ei fod yn well; credaf fod ffrwyth y ceirch, y dorth haidd a chymysg, y bwdran, y cawl, a'r llaeth, yn tra rhagori ar y dorth wen byth a hefyd, a'r te a'r coffi parhaus. Esgeulusir cynyrch cartref er dilyn ffasiwn flysig y dref a'r gweithiau. Ni chaiff ffermwyr ucheldiroedd gig ffres lawer yn amlach nag y byddant yn lladd mochyn, ac ambell bryd mewn ffair neu farchnad. Tybiaf fod y gweithiwr yn ei gael yn amlach.

Mae cymaint o wahaniaeth yn ngwisg y tirfeddianwr a'i ddeiliaid ag sydd rhwng eiddo y paun a llwyd-y-berth.

Bwyta, yfed, ac ymbleseru ar dir a mor, yw prif amcan llu o honynt, ar draul llethu eu deiliaid a thlodi eu gwlad eu hunain. Unig wyliau y rhan amlaf o ffermwyr a gweithwyr yr ardal hon yw myn'd i ffair neu farchnad mor aml ag y bydd neges ganddynt.

Mae yr wylnos a'r daith ar derfynu yma: y cyngherdd a'r eisteddfod ambell waith yn eu lle.

Rhentir y *game* a'r plas ar ystad Gwynfe i unrhyw estron a roddo fwyaf am danynt. Llythyren farw yw y *Ground Game Act* oherwydd hyny.

Annibynwyr yw y lluaws yma. Eglwyswr yw fy meistr, a Cheidwadwr o ddaliadau: siarada ychydig Gymraeg a'i ddeiliaid, ond gwell ganddo Saesonaeg. Y mae yma ffermwyr a'u plant yn enill drwy garto glo, *sand*, ceryg, a phethau ereill, a thrwy weithio mewn gwahanol ffyrdd er cael dauben y llinyn yn nghyd, ac er y cwbl methant. Y mae yma rai wedi prynu eu ffermydd yn ddiweddar ar yr ystad hon. Rhent un cyn ei gwerthu oedd 32p., y llog yn awr yn ol 3½ y cant oddeutu 20p. yn rhagor. Prynodd y deiliad ef rhag cael ei droi allan; gwnaeth amryw yn gyffelyb, a braidd na lithrodd fy nhroed i'r un pwll a hwythau. Trowyd yn ol yn y rhent ar bedwar taliad yn y blynyddoedd 1885, 1886, 1887, a 1892, y swm o'i gyfrif yn un o 3s. 6c. yn y bunt. Diau fod yma lawer yn benthyca er talu y rhent, ond gwnant hyny mor ddirgel ag y gallant, rhag dangos eu gwendid. A gwerthir anifeiliaid, yn groes i addysg y ddiareb, o "beidio gwerthu giar ar y gwlaw," er cyfarfod a galwad y meistr, a llawer baich trwm a chynyddol arall a osodir yn annheg ar ysgwyddau celyd yr amaethwr diwyd a hir ei amynedd.

Yn wyneb yr oll ffeithiau yna, onid yw yn hen bryd cael cyfreithiau tirol cyfiawnach yn ein gwlad, tebyg i'r rhai gafodd yr Iwerddon flynyddoedd yn ol. Credaf y gellid codi dwbl y cynyrch ag a wneir yn bresenol dan lywodraeth unochrog arglwyddi. Ac onid yw yn warthnod ar Brydain Fawr fod y degwm yn rhedeg yn y cyfeiriad y mae, tra y dylai fod, er's hir amser, wedi ei droi i ysgafnhau beichiau y trethdalwyr.

LEWIS LEWIS,
Carnau Gwynion, Gwynfe.

List of Farms added to others in the Parishes of Llanybyther, Llansawel, Caio, and Talley.

Handed in by Mr. J. Myles Jones at Llansawel.—Question 39,674, *49th Day.*

Name of Farm.	Description.	To what Farm added
Llanybyther Parish.		
1. Talygraig	House and land	Glangyforiog and Llwynfedw.
2. Sarnginifach	„ „	Sarnginifawr.
3. Tanycoedbach	„ „	„
4. Pencerrig	„ „	Aberduar.
5. Abernant	„ „	„
6. Felinganol	Land only	„
7. Llettyfadog	House and land	Pistyllgwyn.
8. Llainfark	„ „	Bank.
9. Felinfach	„ „	Groudre.
10. Maesyfelin	„ „	„
11. Island	„ „	Llettyllwynchwyth.
12. Llain Maesnoni	„ „	Disgwylfa.
13. Hynon English	„ „	Llwynmadyn.
14. Colbrook	„ „	Capel Iago.
14A. Penywern	„ „	Capel Iago.
Llansawel Parish.		
15. Cwmcroes	House and land	Cilwenauisaf.
16. Pentalog	„ „	„
17. Lletherllwydbach	„ „	Achethuchaf.
18. Lanwen	„ „	Cilwenau-uchaf.
19. Tanycoed	„ „	Llether bledrig.
20. Dildre	„ „	Tanycoed.
21. Caecoch	„ „	Baily Vicar.
22. Drefach	„ „	Rhyglyn.
23. Talwilcyn	„ „	Trewannissaf.
24. Blaencwmbach	„ „	Blaencwm.
25. Glannant	„ „	Tanylan.
26. Cwmlafnence	„ „	Pistyllgwyn.
27. Wyonfach	„ „	Wyon.
28. Rhydymeirch	„ „	Rhydymeirch.
29. Byrgwm	„ „	Penrhiw.

Name of Farm.	Description.	To what Farm added.
Caio Parish.		
30. Pandy	House and land	Garth, Talyllychau.
31. Cwmgerwynisaf	„ „	Bronvin.
32. Penrhiwgoch	„ „	Maesmoi.
33. Tynewydd	„ „	Esgairisaf.
34. Llethercoi	„ „	Bwlchgwynt.
35. Sarnfawr	„ „	Cwmyrin.
36. Plasbach	„ „	„
37. Tynygraig	„ „	Cwmcoigen.
38. Ceincoedbach	„ „	Dolaucothy Arms.
39. Cwmdyflog	„ „	Bwlchygilwen.
40. Blaendare	„ „	Cwmdare.
41. Cwmnant	„ „	„
42. Penrhiwcwrt	„ „	Frongoch.
43. Ysgubormera	„ „	„
44. Efailfach	„ „	„
45. Tynyddol	„ „	Tyncoed.
46. Maesgadogfach	„ „	Maesgadog.
47. Penlan Dolau	„ „	Llandre and Ceincoed.
48. Maesddeintir	„ „	Lax, Dyfadfa, a Felinfach.
49. Tynewydd	„ „	Rhydlydan.
50. Rhydyreos	„ „	Cwmuchaf.
51. Bwlchcefnserth	„ „	Ynysau, Mr. Tim Davies.
Parish of Talley or Talyllychau.		
52. Blaenwaun	House and land	Parkmawr.
53. Lletty	„ „	Cilyllynfawr.
54. Pensarngrippa	„ „	Alltfawr.
55. Do.	„ „	„
56. Alltfawr	„ „	The land is let to Mr. Townsend, P.O.
57. Cilhaul	„ „	Blaenwaun and Llwyncelyn.
58. Cwmcerrig-uchaf	„ „	Cwmcerrigissaf.

List of Cottages now in Ruins.

Put in by Mr. J. Myles Jones at Llansawel.—Question 39,691, *49th Day.*

Name of Cottage.	Description.	On what Farm or in what Village.
Parish of Llanybyther.		
1. Sarnginifach	House and garden	Sarnginifawr.
2. Do.	„ „	„
3. Do.	„ „	„
4. Do.	„ „	„
5. Do.	„ „	„
6. Do.	„ „	„
7. Llettywilym	„ „	Glangyforiog.
8. Tynewydd Waungron.	„ „	Waungron.
9. Do.	„ „	„
10. Tynyffynon	„ „	Brynllofach.
11. Do.	„ „	„
12. Do.	„ „	„
13. Tynyffordd	„ „	Rhydybont.
14. Do.	„ „	„
15. Do.	„ „	„

Name of Cottage.	Description.	On what Farm or in what Village.
Parish of Llanybyther—*cont.*		
16. Glanrhyd Rhydcymere.	House and garden	Melin Rhydcymere.
17. Waunlwyd	„ „	Brynllofawr.
18. Cildaugae	„ „	Caemalwasfawr.
19. Mount	„ „	Peithyn.
20. Bwlchgwynt	„ „	Capel Iago.
21. Do.	„ „	„
22. Tytywyll	„ „	Glantrenfawr.
23. Do.	„ „	„
24. Glantrenissaf	„ „	Glantrenfach.
25. Do.	„ „	„
26. Troedybryn	„ „	Troedybryn farm.
27. Do.	„ „	„
28. Cwm, Cavit	„ „	Llwynffynon.
29. Aberdauddwr	„ „	Tanyrallt.
30. Wern	„ „	Wernwineu.

Name of Cottage.	Description.	On what Farm or in what Village.
Parish of Llanybyther—*cont.*		
31. Wern	House and garden	Wernwineu.
32. Do.	„ „	„
33. Do.	„ „	„
34. Do.	„ „	„
34A. Tanyrhiw	„ „	Henfaes.
34B. Do.	„ „	Do.
Parish of Llansawel.		
35. Bush Street	House and garden	Penbeily Farm.
36. Do.	„ „	„
37. Do.	„ „	„
38. Twrla	„ „	Penybont.
39. Do.	„ „	„
40. Do.	„ „	„
41. Do.	„ „	„
42. Tymŵg	„ „	Llwynblyfin.
43. Do.	„ „	„
44. Do.	„ „	„
45. Abertolwyn	„ „	Cwmhowel.
46. Tynewydd	„ „	Bank.
47. Do.	„ „	„
48. Do.	„ „	„
49. Melin Cilwenau	„ „	Cilwenan-uchaf.
50. Do.	„ „	„
51. Abercrymlynfach	„ „	Abercrymbyn.
52. Penrhiwcarnau	„ „	Pistyllgwyn.
53. Do.	„ „	„
54. Rhyglynbach	„ „	Rhyglyn.
55. Bwlchyddinas	„ „	Bwlch.
56. Penypound Melinwaun.	„ „	Melinwaun.
57. Do.	„ „	„
58. Bankaubach	„ „	Bankaubach.
59. Do.	„ „	„
60. Do.	„ „	„
61. Bwlchnewydd	„ „	Pwllau eurych.
62. Lax	„ „	„
63. Penbontardremis	„ „	Cothy Vale.
64. Gate (Michael)	„ „	Clynmarch.
65. Gate Porth	„ „	Sunny Hill.
66. Moelfre	„ „	Rhydodyn (Edwinsford).
67. Do.	„ „	„
68. Do.	„ „	„
69. Bowlyn	„ „	Tynycwm.
69A. Pantyfedwen	„ „	Pwllau eurych.
Parish of Caio.		
70. Caio Inn	House and garden	On Edwinsford Estate, near the village of Caio.
71. Square	„ „	On Dolaucothy, near Caio.
72. Bank	„ „	„ „
73. Aspendale	„ „	Glanrhyd.
74. Glandwr	„ „	Ynysau, Mr. Tim Davies.
75. Postgwyn	„ „	Goleugoeduchaf.
76. Maesygroes	„ „	Garth Cayo.
77. Ynysaufach	„ „	Ynysau, Mr. Dan Davies.
78. Gatefach	„ „	Melin Dolau.

Name of Cottage.	Description.	On what Farm or in what Village.
Parish of Caio—*cont.*		
79. Gellifelen	House and garden	Ynysau-uchaf.
80. Caegwyn	„ „	Cwmyryn.
81. Cwmcoegenfach	„ „	Cwmcoegen.
82. Penlan Brunant	„ „	Brunant Farm.
83. Abermangoedfach	„ „	Abermangoed.
84. Cwmnantcladd	„ „	Brynteg.
85. Penlan Maesneuadd	„ „	Maesneuadd.
86. Penlan Cwmpriddfa	„ „	Cwmpriddfa.
87. Tanyrallt	„ „	Penarth.
88. Penbeily	„ „	Pantyffyncn.
89. Tybach	„ „	Cwm Issa.
90. Tyrgwndwn	„ „	Cwmdare.
91. Trafle	„ „	Llwynceiliog.
92. Penybont Abermangod.	„ „	Llandre.
93. Cefnbleiddast	„ „	Garreg.
94. Bronvin	„ „	Bronvin.
95. Tanyfron	„ „	Pistyllgwynbach.
96. Wern	„ „	Hafodmaidd.
97. Pencwm	„ „	Cwmcelynen.
98. Tybach Vicarage	„ „	Glanyranell.
99. Cwm Iwrch	„ „	Abernantfawr.
100. Inn fach	„ „	Cwmbachstel.
101. Do.	„ „	„
Parish of Talley (Talyllychau).		
102. Langwm	House and garden	Danygraig.
103. Do.	„ „	Plâs.
104. Penfferws	„ „	Glanyrafonddu ganol.
105. Pengoilan	„ „	„
106. Pwlldefaid	„ „	Cwmgigfran.
107. Do.	„ „	„
108. Cwm Rhys morris	„ „	Penlanfach.
109 Bankau	„ „	Ffynongrech.
110. Bankau	„ „	„
111. Do.	„ „	„
112. Melin Island	„ „	Island.
113. Caepenry	„ „	„
114. Do.	„ „	„
115. Twrla	„ „	Glanyranell Park.
116. Do.	„ „	„
117. Mount Pleasant	„ „	Near Talley Village.
118. Do.	„ „	„ „
119. Mount Pleasant	„ „	„ „
120. Troedrhiwganol	„ „	„ „
121. King's Court	„ „	In Talley Village.
122. Pontgarreg	„ „	Cwmgigfran.
123. Wernfawr (Wm. Domos).	„ „	„
124. Glynhafod	„ „	Bank.
125. Pandy Pencoed	„ „	Pencoed.
126. Tanylan	„ „	Lan.
127. Llwyncelynbach	„ „	Llwyncelyn.
128. Byrgwm	„ „	Byrgwm.
129. Penrhiwlas	„ „	Cwmyrhelem.
130. Gellyfach	„ „	Gellygoedog.

Manor Courts of the Right Hon. the Earl Cawdor in the Year 1866.

Handed in by Mr. Dudley W. Drummond, at Llansawel.—Question 40,395, 49th Day.

—	—	Where held.	When held.	By whom.
1	Commott of Iscennen, Lordship of Kidwelly.	Red Lion Inn, Llandybie -	June and November in each year.	The Rev. Herbert Williams of Llwynhelyg, steward.
2	Lordship of Fairdref and Forest Bethel.	Danyffynnon, Castell Cennen	November in each year -	" " "
3	Lordship of Dryslwyn and Alltygaer.	Castle Inn, Dryslwyn - -	" " -	" " "
4	Lordship of Rhiwradar and Cilsane.	Cilsane Mill - - -	" " -	" " "
The Bishops, 5	Lordship of Llandilo Villa -	Ship Lane, Llandilo - -	" " -	" " "
" 6	Lordship of Llandilo Patria -	Gate Inn, Penybank - -	" " -	" " "
7	Commott of Kidwelly, Lordship of Kidwelly.	Kidwelly Castle - -	29th May 1861 - - -	Mr. Evan Stephens.
8	Manor of Emlyn Uwch Cych -	Emlyn Arms Hotel, Newcastle Emlyn.	May and November in each year.	
9	Manor of Nantbay or Rhandir Abbot District of Perfedd.	Nantbay - - - -	Once a year - - -	Mr. D. Thomas, Rhandirmwyn.
10	Manor of Hiefein - -	" - - - -	" - - -	Mr. W. Morgan, Penrock.
11	Manor of Forest - -	" - - - -	" - - -	" "
12	Manor and Borough of Llandovery.	" - - - -	" - - -	" "
13	Manor of Mothvey - - -	" - - - -	" - -	" "
14	Manor of Llanddausant -	" - - - -	" - - -	" "
15	Manor of Gwynfe - -	" - - - -	" - - -	J. Lloyd, Esq., Danyrallt.
16	Manor or Lordship of Kidwelly, Commott of Carnawllon.	Ship and Castle Hotel, Llanelly.	Once a year, June 1862 -	Mr. R. B. Williams held the last.
17	Borough of Llanelly -	" " "	" " -	" " "
18	Manor and Borough of Histon	Histon Mansion - -	" October - -	J. R. Powell, Esq.
19	Manor of Walton - -	" " -	" " - -	"
20	Manor of Burton - -	At the House of Geo. Hay Burton.	" " - -	"
21	Manor of Stackpole or Cheriton.	At Cheriton Lodge - -	In 1864 and in 1866, July -	T. T. Mousley.
22	Manor of Castlemartin -	At Hayston - - -	" " -	"
23	Manor of Warren - -	" - - - -	" " -	"
	Manor of Conwyl Cayo -			
	Manor of Whitigada - -			

EDWINSFORD ESTATE.

Comparative Statements of Rentals.

(Handed in by Mr. D. Long Price, at Carmarthen, Qu. 42,352, 51st Day.)

Tenements.	Old Rents.	Rents as fixed after Valuation in 1863.	As fixed after Valuation in 1878.
Parish of Llansawel.	£ s. d.	£ s. d.	£ s. d.
Abercrymlyn and Dolaugleision-bach (in Talley).	40 0 0	45 0 0	45 0 11
Acheth-ganol - - -	22 0 0	25 0 0	26 0 0
Banc - - - -	63 0 0	63 0 0	63 0 0
" (Cwmcwtta) - -	10 0 0	13 16 6	12 10 0
Blaenyresgair - - -	30 10 0	43 10 0	46 10 0
Brockin - - - -	27 0 0	22 12 0	24 0 0
Bryngwyn-bach - - -	12 5 0	15 0 0	16 10 0
Bwlchyddinas - - -	11 0 0	11 10 0	11 10 0
Bwlchyrhyd - - -	36 0 0	38 2 8	38 10 0
Cil-llynfawr - - -	99 0 0	103 0 0	90 0 0
Cwmcwtta - - - -	86 10 0	87 10 0	90 0 0
Cwmglaw-ucha - - -	45 10 0		
Cwmglaw-fach - - -	30 0 0	112 9 6	114 10 0
Cwmglaw-isa - - -	24 0 0		
Ffosgotta - - - -	100 0 0	132 0 0	132 0 0
Lletherllwyd - - -	32 0 0	30 0 0	30 0 0
Llewele - - - -	40 0 0	62 10 0	70 0 0
Nantygroes - - -	28 0 0	28 0 0	32 0 0
Pantiau - - - -	50 10 0	70 10 0	66 0 0
Pantywhimben (Esger) -	11 11 0	13 0 0	16 0 0
Pempontbren (Dolegleision) -	20 15 0	25 0 0	26 10 0
" (Ffosgotta) - -	12 15 0	13 0 0	14 0 0
Penrhiw - - - -	32 10 0	34 10 0	34 10 0
Rhydymeirch - - -	22 10 0	26 0 0	82 10 0
Treglog - - - -	35 10 0	44 0 0	
Waun Morfa - - -	5 0 0	5 0 0	5 8 0
£	927 16 0	1,064 0 8	1,086 18 11
			927 16 0
		Increase on Old Rents £	159 2 11
An increase of 17½ per cent. on 928*l.* is 162*l.* 8*s.* 0*d.*			
Parish of Talley.			
Abernaint - - - -	119 0 0	129 0 0	133 0 0
Banke (Penrhiw) - - -	5 15 0	7 10 0	9 0 0
Blaenywaun and Cilhaul -	43 10 0 50 0 0	104 10 0	95 0 0
Banc Llanfihangel - -	45 0 0	55 12 0	58 0 0
Blaenig - - - -	29 12 0	38 0 0	38 0 0
Bolahaul - - - -	71 0 0	71 0 0	71 0 0
Cil-llynfach - - - -	52 10 0	59 10 0	69 10 0
Coedhirion - - - -	100 0 0	102 0 0	102 0 0
Cwmbyr (including Caedanshop)	46 18 0	48 10 0	52 10 0
Cwmcawrllwyd - - -	89 0 0	36 0 0 54 0 0	38 0 0 54 0 0

Tenements.	Old Rents.	Rents as fixed after Valuation in 1863.	As fixed after Valuation in 1878.
PARISH OF TALLEY—*cont.*	£ s. d.	£ s. d.	£ s. d.
Cwmcochied	36 0 0	42 0 0	44 0 0
Cwmcerrig	79 15 0	88 0 0	91 10 0
Cwmllethry	28 10 0	35 0 0	42 0 0
Cwmyrynn	40 15 0	40 15 0	50 0 0
Disgwylfa	9 5 0	8 0 0	9 0 0
Dolegleision	98 0 0	106 0 0	108 10 0
Ffoslas	29 10 0	34 0 0	36 13 0
Ffosywhiaid	83 15 0	80 0 0	86 0 0
Ffynongrech	41 18 0	50 13 6	65 0 0
Garreglwyd	29 8 0	33 0 0	36 0 0
Gellygoedog	80 0 0	80 0 0	90 0 0
Glanyrafonddu-ganol	196 0 0	232 5 0	232 5 0
„ -ucha	55 10 0	64 0 0	64 0 0
Gwinionlethri	26 10 0	32 0 0	42 0 0
Llwyncelyn	45 0 0	50 10 0	75 0 0
Parcmawr	69 16 0	67 16 6	72 0 0
Parcbach (Edwinsford Arms)	—	—	—
Parcydilfa	27 14 0	12 0 0	13 10 0
Penlanfawr	50 4 0	50 0 0	62 0 0
Penlanfach	41 14 0	55 10 0	57 0 0
Pengarreg	37 0 0	31 10 0	40 0 0
Talley Demesne	115 0 0	111 5 0	114 0 0
Tir Howell	29 0 0	44 0 0	50 0 0
Trewern	69 0 0	70 0 0	82 0 0
Tynycwm	80 0 0	91 10 0	98 0 0
£	2,051 9 0	2,215 7 0	2,386 8 0
			2,051 9 0
An increase of 17½ per cent. on 2,052*l.* is 359*l.* 2*s.*	Increase on old rent £		334 19 0

Tenements.	Old Rents.	Rents as fixed after Valuation in 1863.	As fixed after Valuation in 1878.
PARISH OF CONWIL GAIO.	£ s. d.	£ s. d.	£ s. d.
Bonfin and Llain Blaendules	100 0 0	113 0 0	150 0 0
Blaendules (in Cilycwm)	20 0 0	20 0 0	
Cilgawad	39 0 0	48 10 0	55 0 0
Gwarfrena	13 10 0	15 15 0	11 10 0
Garth and Bwlfa	76 0 0	110 15 0	101 10 0
Garreg	66 0 0	65 0 0	65 0 0
Goleugoed-issa	30 0 0	37 0 0	42 0 0
Goleugoed-ucha	32 7 0	36 0 0	35 0 0
Llety Cadwgan	26 0 0	30 0 0	34 0 0
Tir Crugybar	31 5 0	40 0 0	34 0 0
New Mill and Lands	40 0 0	30 0 0	36 15 0
Tynwaun and Caegwyn	55 0 0	62 0 0	65 0 0
Ynysau (James James)	101 13 0	102 0 0	115 0 0
Ynysau (Tim Davies)	126 6 0	134 13 0	148 0 0
Ynysau (Walter Williams)	101 15 0	101 15 0	100 0 0
	—	0 5 1	—
£	858 16 0	946 13 1	992 15 0
			858 16 0
An increase of 17½ per cent. on 859*l.* is 150*l.* 6*s.* 6*d.*	Increase on old rents £		133 19 0

SUMMARY.

Llansawel	927 16 0	1,064 0 8	1,086 18 11
Talley	2,051 9 0	2,215 7 0	2,386 8 0
Conwil Gaio	858 16 0	946 13 1	992 15 0
£	3,838 1 0	4,226 0 9	4,466 1 11
			3,838 1 0
An increase of 17½ per cent. on 3,838*l.* amounts to 623*l.* 3*s.* 6*d.*	Total increase on old rents - £		628 0 11

WELSH BALLAD, BY REES JONES, PWLLFFEIN, AUTHOR OF "CRWTH DYFFRYN CLETTWR."

Quoted by Dr. D. Rhys Jones at Cardigan.—Question 43,477, 52nd Day.

YMDDIDDAN

Rhwng Dd. Lloyd, Yswain o Alltyrodyn, Llandyssul,
Ceredigion, a'i ddeilades Sara, Gwaralltyryn.

[*Sara.*]

Dydd da i chwi, fy meistr mwyn,
A ro'wch chwi glust i wrando'm cwyn?
Mae'n dilyn beunydd ofid cas
Mae'r *Lease* sydd genni bron myn'd ma's.

[*Llwyd.*]

Mewn gofid pa'm y byddwch chwi?
Cewch *Lease* o'r newydd genyf fi.

[*Sara.*]

Parch i chwi, Syr, os fi a gaiff
Y *Lease three everlasting life.*

[*Llwyd.*]

Three everlasting!! Syndod mawr!
I fyw'n y fann lle'r y'ch yn awr?
Cyhyd a chystal fydd i chwi,
Un *everlasting*, coeliwch fi!

[*Sara.*]

Ni wna (fe dd'wedodd un o'm bro)
Un *everlasting* ddim o'r tro;
Ond os *three everlasting* gawn,
Y byddai'n *Lease* ragorol iawn.

[*Llwyd.*]

Pa faint o rent a ro'wch i mi,
Os rhoddaf *Lease three lives* i chwi?
Ac os cewch chwi, nid pawb a gaiff,
Y *Lease three everlasting life.*

[*Sara.*]

Cewch ugain punt hob dimmau goch,
A dwy wydd dew o gafnau'r moch,
A dwy iar ynyd gribgoch lân,
A llwyth o lo i gadw'ch tân.

[*Llwyd.*]

Wel, boddlon wyf, chwi gewch y *Lease*
Ac ar eich tir tywynned tês;
Llwydd ar eich gwaith o bryd i bryd,
I gael crynhoi y rhent yng nghyd.

[*Sara.*]

Anghofiais ofyn a gaf fi
Y cynnyg cyntaf gennych chwi?
Os gwelaf, er fy ngofid cas,
Three everlastings yn myn'd ma's.

[*Llwyd.*]

Cewch, Sara, cewch, a *Lease* hir lân,
Three everlastings, fel o'r bla'n,
Pawn weloch chwi, neu rai o'ch trâs
Un *everlasting* yn myn'd ma's.

Facsimiles of Bidding Letters (in Welsh and English).

Handed in by Dr. D. Rhys Jones, at Cardigan, on the 52nd day.—Question 43,493.

The following is the established form of a Bidding Letter throughout Carmarthenshire, even in cases where the parties concerned may have no knowledge whatsoever of the English language. The explanation probably is that each printer has a copy of the common form, which he varies, as may be required, by the insertion of the particulars supplied to him by the person giving him an order.—D. Lleufer Thomas.

Swydd Aberteifi, Hydref 17eg, 1843.

GAN ein bod yn bwriadu ymuno mewn Cyflwr Briodasol, dydd Llun, y 30ain o'r mis presennol, annogir ni gan ein Cyfeillion i wneuthur Neithior ar yr achlysur, yr un dydd, yn Nhŷ Tad y Ferch Ieuangc, a elwir y King's Arms, yn nhref Llandyssul; y pryd a'r lle y dymunem eich cwmpeini hoff, a pha roddion bynag a weloch yn dda eu cyflen arnom y dydd uchod, a dderbynir yn ddiolchgar, a gydnabyddir yn wresog, ac a ad-delir yn serchog, pryd bynag y gelwir am danynt ar y cyfryw achos,

Gan eich ufudd wasanaethwyr,

SAMUEL JONES.
MARGARET EVANS.

Mae y Gwr Ieuangc, a'i Dad a'i Fam, (Timothy a Rachel Jones, Red Lion, Llandyssul) yn dymuno ar fod i bob Pwython dyledus iddynt, gael eu dychwelyd i law y Gwr Ieuangc y diwrnod uchod, a byddant yn ddiolchgar, ynghyd a'i Deidiau (John Jones, a Benjamin Daniel), ei Frawd a'i Chwaer-yn-nghyfraith (Daniel a Catherine Jones), a'i Frawd (Benjamin Jones), am bob rhoddion ychwanegol.

Hefyd, mae y Ferch Ieuangc, ynghyd a'i Thad a'i Mham (John a Catherine Evans, King's Arms, Llandyssul) yn dymuno ar fod i bod Pwython dyledus iddynt, gael eu dychwelyd i law y Ferch Ieuangc y diwrnod uchod, a byddant yn ddiolchgar ynghyd a'i Ewythr a'i Mhodryb (John a Hannah Jones, Gilfachddafydd, a Dafydd a Mary Davies, Dolau Cwerchir, ag Elias ac Anne Thomas, Llandyssul) a'i Brawd a'i Chwaer (Evan a Susan Evans) am bob roddion ychwanegol.

Pob Pwython dyledus i ddiweddar Chwaer y Ferch Ieuangc (Elizabeth Evans) a elwir i mewn y pryd hyny.

Carmarthenshire, July 4th, 1878.

AS we intend to enter the matrimonial state, on Thursday, the 25th of July, we purpose to make a bidding on the occasion, the same day, at the young man's father's house, called Ty'r Bwch, in the parish of Llanfair ar y Bryn, when and where the favour of your good and agreeable company is respectfully solicited; and whatever donation you may be pleased to confer on us then will be thankfully received, warmly acknowledged, and cheerfully repaid whenever called for on a similar occasion,

By your most obedient servants,

OWEN GWYN.
ELEN MORGAN.

The young man, his father and mother (Llewelyn and Margaret Gwyn), his brothers (Evan and Rhys), and his aunt (Gwladys Bowen, Llwyn y Fedwen), desire that all gifts of the above nature due to them be returned to the young man on the above day, and will be thankful for all additional favours granted.

The young woman, her father (Rhydderch Morgan, Castell y moch, Lannon), and her brothers and sister (Howel, Gruffydd, and Gwenllian), desire that all gifts of the above nature due to them be returned to the young woman on the above day, and will be thankful for all additional favours conferred on her.

The young man's company will meet at Ffynnon Loero; and the young woman's at Pant y Clacwydd.

Notes on Labourers' Wages and on Diet.

Handed in by Dr. D. Rhys Jones, at Cardigan.—Question 43,492, 52nd Day.

Copies of Accounts of Wages of Labourers and Servants engaged at Ffynonwen, in the parish of Llangunllo, Cardigan, in 1839 and 1850–1 respectively. Extracted and translated into English by Dr. Rhys Jones, and handed in Question 43,492:—

Payments on Account of Wages to "Great" Servant in 1839.

Wages being 7*l.*, two loads of potato manure, and a pair of stockings.

	£	*s.*	*d.*
Payments, &c.:			
To give Abel the shoemaker, 1*l.*; St. Mary's Day Fair, 2*s.*	1	2	0
To buy books, 2*s.*; to pay Elias, tailor, 11*s.* 6*d.*; mending watch, 1*s.*	0	14	6
Ascension Fair, 2*s.*; going to seaside, 3*s.*; to pay Will back, 4*s.*	0	10	0
To pay John, Alltgoch, 10*s.*; going to club, 10*s.*; going to Cilgerran, 2*s.*	1	2	0
Going to Cilgerran, 1*s.*; Capelcynon Fair, 2*s.* 6*d.*; to re-pay John, Blackhouse, 12*s.*	0	15	6
Going to club, 2*s.*; for clogs to Tim Pantdy, 3*s.* 6*d.*	0	5	6
David, Alltgoch, boots, 13*s.* 6*d.*; to go to Llandyssul shop, 4*l.*	4	13	6
	9	3	0

Balance made up from previous wages.

Copy of Account of Wages of Second Servant Maid, 1839

Wages, 2*l.* 2*s.*, and two loads potato manure.

	£	*s.*	*d.*
"Cwrw Bach" (sort of raffle), John Cwmbach	0	0	6
Collection in school (Sunday), 1*s.*; pair of stockings, 2*s.*	0	3	0
To pay for potatoes (to set probably), 2*s.*; pair of shaw hat, 1*s.* 2*d.*	0	3	2
Llanarth Fair, 6*d.*; to buy apron, 3*s.*; for llyfr Pwlc, (Sunday school lesson book) 4*d.*	0	3	10
Canvass apron, 1*s.* 2*d.*; Cynon Fair, 1*s.*; Halloween Fair, 1*l.*	1	2	2
To pay Sally, Cwmbach, 4*d.*; for hat at Carmarthen, 1*s.*	0	1	4
For boots from Alltgoch, 4*s.* 9*d.*; to fetch clogs from Pantdy, 2*s.* 6*d.*	0	7	3
To go home	0	0	9
	2	2	0

Workman's Account, 1850–1

	£	s.	d.
November 25th, balance "to me"	0	18	9
December, 9 lbs. butter at 8*d.*, 6*s.*; do. to pay Bronwydd Club (clothing), 1*s.*	0	7	0
December, to pay for "Y Cronicl" (a Welsh monthly), 1*s.* 6*d.*	0	1	6
December 2nd, two Winchester barley, 6*s.* 6*d.*; Bryngwyn bidding, 1*s.* 6*d.*	0	8	0
1851:			
1 lb. butter, 9*d.*; Bible Society, 6*d.*; March 7th, one Winchester barley, 3*s.* 6*d.*	0	4	9
April 4th, three Winchester barley at 3*s.* 6*d.*, 10*s.* 6*d.*; April 12th, 16 lbs. cheese at 2¾*d.*, 3*s.* 8*d.*	0	14	2
April 25th, paid David, 10*s.*; do. butter 1 lb. at 9*d.*	0	10	9
May 20th, 7*s.*; May 30th, butter 1 lb., 9*d.*; June 2nd, Bronwydd Club, 2*s.*	0	9	9
	3	14	8
Omitted December 24th, barley, 3*s.* 3*d.*; March 7th, odd three Winchester barley, 9*s.* 9*d.*	0	13	0
June 5th, one Winchester wheat, 5*s.* 6*d.*; Llandyssul Club, 2*s.* 6*d.*	0	8	0
June 27th, 2 lbs. butter at 9*d.*, 1*s.* 6*d.*; to pay Thomas, Graig, 1*l.*	1	1	6
To pay for Penbaily timber (firewood?), 3*s.*; to buy flour, 2*s.* 6*d.*	0	5	6
August 15th, to pay for coal from pits, 4*s.* 6*d.*; August 29th, children's boots, 5*s.*	0	9	6
September 13th, one Winchester barley, 3*s.* 6*d.*; 9 lbs. cheese at 2*d.*, 1*s.* 6*d.*	0	5	0
September, to pay for load of coal, 2*s.* 9*d.*; October 3rd, four Winchester barley at 3*s.* 3*d.*, 13*s.*	0	15	9
October, cheese, 2½ lbs. at 2*d.*, 5*d.*; do. sols (?), 3*d.*	0	0	8
October 14th, cheese, 34 lbs. at 2½*d.*, 7*s.* 1*d.*; October 15th, to pay Llandyssul Club, 3*s.* 6*d.*	0	10	7
October 16th, one Winchester barley, 3*s.* 3*d.*; do. 1 of oats, 1*s.* 9*d.*	0	5	0
October 24th, one Winchester wheat, 5*s.* 4*d.*	0	5	4
Rent	1	15	0
Omitted to pay James Lookabout (firewood?)	0	6	6
To pay the sale, 1*l.* 0*s.* 3*d.*	1	0	3
	11	16	0

Notes by witness.—This slightly increases the balance *against* the labourer bringing it to 1*l.* 0*s.* 11*d.*, instead of 18*s.* 9*d.*

The actual money earned was 11*l.* 13*s.* 10*d.* My father did not use to put down the daily wages paid. The wages which fit best for this amount are 8*d.* per day for winter months, and 9*d.* for summer months, harvest being excluded. If I mistake not we have about 15 lbs. butter and about 60 lbs. cheese, 16 Winchester barley, 27 wheat, and one Winchester of oats, as the principal items of food. There must have been at that time three or four children, ranging from seven years downwards. The wife's knitting and the pig must have supplied their clothing. This was a time when potatoes were very scarce. The family was supplied with a great deal of whey, skim-milk, and butter-milk from Ffynonwen. There was also a barley loaf of bread, a piece of cheese ½ lb. to 1 lb., and 2 or 3 ozs. of butter every Saturday night. I may add that all these children are or were lately all hardy and able to feed their children in a far different manner, though two or three years after the above date they were reduced on their father's death to parish fare.

The cottagers were used to have whey for helping to milk, and butter-milk and some butter for helping to churn. My father used to fatten and kill a sow every year. This meat was salted and dried. But on cutting up the sow he invariably gave each of the two cottagers 8 lbs. of meat free from bone. When on the division of a small farm he was allowed the farmhouse for another cottage attached to it, also the same quantity was divided in three portions. He was assumed to have a first demand on the cottagers. The men died one after the other from the two old cottages. On this account he was glad to have the third cottage. At last it came that he could not afford to employ the third cottager constantly. This cottage is now in ruins. Many men servants and maid servants in my father and mother's time served seven years and upwards. In these cases the man got a yearling heifer (but not of his own choice though one of the best) and the maid a pair of home-made blankets worth about 2*l.*

The food to the last remained very coarse. Salt meat was provided daily or nearly so on the farm, but as will be seen by the specimen account given meat was unknown to the cottager's wife and children except for an occasional meal obtained at the farm, and for the precious bit of meat supplied once a year. I think that when hering had been more abundant and cheap they were salted and dried by the cottagers.

Meat, butter, and cheese went under the common name of "Enllyn," and it was considered literally a sinful extravagance to have any two of these two together. The late Kilsby Jones knew this, and when indulging in butter and cheese together (the skim-mile cheese of course) he quoted Scripture in self-defenck saying, "What God hath united let no man separate."

VALUATION of the FARMS of VAYNOR and PENPARKEITHIN, in the Parish of MANORDEIFI, in the County of PEMBROKE.

Handed in by Mr. W. O. Brigstocke, at Cardigan, Question 43,279 (52*nd Day*).

No.	Name of Field.	Quantity.	Rate per Acre.	Annual Value.
	Vaynor.	A. R. P.		£ s. d.
1	Park Yet Ddu	11 3 39	20*s.*	11 19 6
2	„ Uwchlaw'r Ty	9 3 20	30*s.*	30 6 6
3	„ Uwchlaw'r Cartws	10 1 17		
4	„ Canol	9 0 7	20*s.*	16 8 6
5	„ Gwin	7 1 21		
6	„ Newidducha	8 3 19	30*s.*	30 15 0
7	„ Clovers	11 2 22		
8	„ Llyn	9 0 0	20*s.*	9 0 0
10	„ Cottage and Garden	0 2 25	—	1 10 0
11	Upper Meadow	12 1 29	35*s.*	21 15 0
12	Oxen Meadow	7 1 9	37 acres at 30*s.* 1a. waste.	55 10 0
13	Big „	8 1 16		
14	River „	9 2 16		
15	Oak „	8 1 16		
16	Pool „	4 1 21		
17	Park Ffynon	9 1 36	25 acres at 32*s.*; two at 20*s.*	42 0 0
18	„ Newiddissa	8 2 39		
19	„ Gwair	8 3 6		
20	Houses, garden, orchard, hay-yard, and yard.	2 1 17	—	12 10 0
21	Dan-y-coed	3 0 11	35*s.*	8 7 6
22	Old Orchard	1 2 37		
		164 0 3		
9	Wood	7 0 28		
		171 0 31		240 2 0

No.	Name of Field.	Quantity.	Rate per Acre.	Annual Value.
	Penparkeithin.	A. R. P.		£ s. d.
1	Park Glantivy	3 2 27	35s.	6 8 6
2	Park-y-fron	6 0 20	25s.	21 18 0
3	Park Gwair	3 2 20		
4	Park-yr-odyn	7 3 3		
5	Houses, garden, &c.	1 1 32	—	5 0 0
6	Park Cefn-yr-ydlan	4 0 14	22s. 6d.	4 11 6
7	Park-y-drussi	4 0 20	15s.	3 1 6
8	Park-y-bach	3 3 20	12s.	2 6 6
9	Park Uwchlaw-yr-Storws	7 3 3	20s.	7 15 0
10	Park yr Eithin	5 0 9	16s.	10 19 0
11	Park Uwchlaw'r Ffordd	7 0 18		
12	Park-y-Groesffordd	6 0 0	15s.	4 10 0
13	Park Cefnglog	5 2 34	12s.	3 8 6
14	Park y Thin Tops	9 1 34	17s. 6d.	17 14 6
15	Park Newydd	5 2 14		
16	Park-y-buarth	5 0 35		
		86 2 23		
	Roads	2 2 3		
		89 0 23		87 13 0

Vaynor.—This is a superior farm, and has a large proportion of good meadow and pasture land, but the meadows 12, 13, 14, 15, and 16, are very liable to be flooded. The dwelling-house is substantially built, but the roofs of the out-buildings require careful pointing with hair mortar, and crests placed on the ridges. I have based my figures on the average lettings througout the county, and taking into account the prices of agricultural produce during the last 15 years.

The sudden and probably temporary drop in prices of cattle and agricultural produce for this year should be met by an abatement while the depression lasts.

Penparkeithin.—This farm, which is held by the same tenant, contains good average land, sound for sheep breeding, and is much superior to most farms with a northerly aspect. The roofs of the houses on this also require the same treatment as those on Vaynor. All the land is in good heart, and appears to be properly managed by the present tenant.

When reletting these holdings the tithe rentcharge must be included in the future rent, therefore I have fixed a fair average amount (as stated below), to be added in lieu of tithes.

	£ s. d.	£ s. d.
Vaynor, rent	240 0 0	
Tithes, apportioned, 18*l.* 18*s.* 0*d.*, value, 1891, 14*l.* 7*s.* 10*d.*, say	15 0 0	
		255 0 0
Penparkeithin, rent	87 10 0	
Tithes, apportioned, 6*l.* 14*s.* 9*d.*, value, 1891, 5*l.* 2*s.* 7*d.*, say	5 10 0	
		93 0 0
		£348 0 0

(Signed) David Thomas,
Land Valuer, Surveyor, and
Estate Agent.

Carmarthen,
20th November 1891.

Note by Mr. W. O. Brigstocke.—The farm is let for 343*l.*, and an abatement of 25 per cent. during continuance of depression.—W. O. B.

Amendment of the Agricultural Holdings Act.

Extracts from a Paper read by Mr. W. O. Brigstocke before the Carmarthenshire Chamber of Agriculture on the 20th November, 1894, and forwarded by him to the Secretary to supplement his evidence given at Cardigan on the 52nd Day.

* * * * * *

For many years I have been intimately associated with Welsh tenant farmers, and think that I know something of their aspirations and hopes, also of their faults and their failings; and it is my earnest wish to see full justice done to them, as well as to the landowning class of which I am a very humble representative. I purpose dividing my subject into three heads:—

(1.) To take a brief glance at matters as they existed before any sort of Agricultural Holdings Act was passed.
(2.) To consider the provisions of the present Act.
(3.) To consider what improvements are desirable.

* * * * * *

Now, gentlemen, having briefly touched on the two first heads of my subject I come to the third, which is by far the most important, and requires the anxious consideration both of landlords and tenants. It is universally admitted that the present Act is comparatively a failure; in this district it is practically a dead letter. Let us now, then, proceed to consider how it may be amended, so as to make it a practical working measure. As you know, the subject has been discussed at Chambers of Agriculture all over the kingdom, and the Central Chamber has published a very exhaustive and able report, with a great deal of which I concur. There are, however, some points on which I venture to differ. Probably, the most simple way of bringing the matter before you will be—

(1.) To analyse the recommendations of the Central Chamber.
(2.) To offer such suggestions as seem to me to be desirable.

The first recommendation of the Central Chamber is as to the basis of compensation, and they recommend that the words "justly due to the inherent capabilities "of the soil" be struck out. With regard to the improvement for which the landlord's consent is necessary some slight alterations are suggested, but as regards part 2, where only notice to the landlord is required, considerable alterations are put forth. The laying down of permanent pasturing, making gardens, orchards, or osier beds, not exceeding 1 acre, improving roads, improving water supply, reclaiming enclosed waste land, have all been added and put on the same footing as drainage, which is the only improvement in the schedule to the present Act. In the third part of the first schedule, where neither the consent of, nor notice to the landlord is required, the list of improvements is considerably extended, as the addition for compensation for artificial manure, lime, and feeding stuffs; any improvement other than those included in the first and second schedule, and which increases the value of the farm as an agricultural holding, may be treated as an improvement for which compensation can be claimed. This, obviously, is a very wide clause, and respecting which a good deal of controversy may naturally arise. With regard to procedure, valuers, and umpires, the Central Chamber recommend that there should be an official list of valuers, appointed by the County Council, and sanctioned by the Board of Agriculture, and that all umpires should be taken from this list; that there should be no appeal on questions of fact, or value, from the umpire's decision, but that on a question of law, an appeal may be made to the County Court Judge, whose decision would be final. With regard to distress, it is recommended that the right to distrain be limited to 12 months' rent due before making the diltress. There is also a very comprehensive schedule of dilapidations, and waste caused by tenants, in respect of which a landlord can, as is but fair and reasonable, claim compensation, but notice of the landlord's intention to make such claim must be given at least 28 days before the expiration of the tenancy, and that the period in respect of which any claim for waste or breach of covenant can be made, be reduced from four to two years. There is another recommendation, which I consider most fair and valuable, that at the commencement of any tenancy a record should be made and signed by both parties setting forth the existing condition of the holding. There are many other recommendations, but time will not permit of my referring to them in detail. The final one, however, is that the Board of Agriculture be empowered to grant loans to landlords for improvements, but is entirely silent as to the terms and conditions on which such advances are to be made.

I now come to my own suggestions for the improvement of the Act, and these I submit with the greatest deference, and throw them out merely as suggestions for discussion, and without any attempt to dogmatize :—

(1.) As to the basis of compensation, it appears to me that it should be based upon the actual expenditure, subject to the opinion of official valuers as to whether the expenditure is fair and reasonable and of such a character as to be suitable for the holding. For instance, if a tenant takes up the trade of a horse-dealer, and erects large ranges of stables to exhibit his hunters in, he clearly would not be entitled to compensation for them; but, on the other hand, if he erected suitable cowsheds, or hay barns, then I think he would be entitled to fair compensation for that class of buildings. The actual condition of the buildings, or other improvements, would, of course, have to be considered in fixing the amount of compensation payable to the outgoing tenant.

(2.) Then, again, as to improvements for which the landlord's consent is necessary. I am inclined to think that if the tenant gives due notice of his intention to carry out any of the improvements named in Part One of the First Schedule, and the landlord refuses to assent, the tenant may execute the improvements, and be entitled at the end of the tenancy to the same compensation that he would be entitled to had he obtained the landlord's consent. There is another matter respecting which a good deal was said before the Welsh Land Commission, namely, haulage of materials for buildings done by the landlord. It appears to me to be but fair and equitable that haulage of materials should be considered as an improvement in respect of which compensation should be payable, and I think that 20 years may be taken as a fair term during which the improvement might be taken to be unexhausted, so that should the tenancy determine at any time before the end of 20 years, the tenant would be entitled to compensation for the cost of the haulage, a proportionate part of it being deducted for each year during which the tenancy continued. The amount of the cost of haulage would, of course, have to be agreed upon before it was done, and a memorandum fixing the amount would have to be signed by both parties, and no claim in excess of the sum specified would be allowed. With respect to the mode of procedure, I am not altogether at one with the recommendations of the Central Chamber. In all cases where private arrangement failed I would make the county court judge the umpire. I lay very great stress on this point; to me it seems most desirable to have a gentleman who is not only learned in the law, but has the experience and training to marshal facts and sift evidence, and no judicial body has, after the test of many years, proved themselves more efficient and impartial than our county court judges. I would have two or more official valuers to every county; one to be appointed by the county council and one by the Board of Agriculture. These gentlemen would act as assessors, and sit with the county court judge, as naval officers sit in the Court of Admiralty, and also be authorised to view any farms, buildings, or works in respect of which compensation is claimed. It seems to me that we should thus have a thoroughly competent and impartial tribunal, and at the same time there would be no interference with the private rights of parties, either in respect to the settlement or getting up of their cases. I fear that I have already trespassed too long on your patience, and must weary you no more, for though the subject is most interesting and important, it is very complicated and difficult, and I feel acutely my inability to treat it in a thorough or comprehensive manner. I have endeavoured, however, to touch on the most important features of the question; the position of both landlord and tenant before any legislation took place, their relations under the present Act, and, lastly, mentioned some of the alterations which, as it seems to me, would render the Act workable and valuable. I especially desire to emphasise that we have already to hand machinery which, with moderate amendments and simplifications, would suffice to meet the requirements of both landlords and tenants. The age of feudalism is past and gone; no reasonable landlord nowadays expects obsequious servility from his tenants. All we ask from them is candour and honesty; whilst they on their part have every right to expect fair, aye, perhaps, generous, treatment from us; but though it may seem sad to many, rely upon it, the less either party indulges in mere sentiment, the better it will be for both. Farming is essentially a business, and must be carried out on business-like principles by both contracting parties; nor need this in the smallest degree lessen or diminish their mutual regard and esteem. In spite of what has been said by ignorant and irresponsible persons, I emphatically assert that a most kindly feeling exists in South Wales between landlords and tenants, and if I have spoken one word, or offered one suggestion, that will strengthen and cement that natural bond of union, I shall feel that I have not spoken in vain.

CARDIGAN UNION.

A RETURN of the RATE in the £ of the various ITEMS of EXPENDITURE defrayed out of the POOR RATE by the BOARD OF GUARDIANS during the year ended Lady-day 1893.

Put in by Mr. W. O. Brigstocke at Cardigan.—Question 43,280–1, 52nd Day.

Parishes.	Union Common Fund Expenditure.	County and Police Rate.	Highway Boards.	School Boards and School Attendance Committee's Expenses.	Other Expenses including Parochial Salaries, Journeys, &c.	Total Rate in the £.
	s. d.	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*
Aberporth			0 7¾	0 0½	0 3	2 10½
Blaenporth			0 7¾	0 0½	0 2¼	2 9¾
Cardigan					0 7½	2 6¾
Llandugwydd			0 6½	0 0½	0 2¾	2 8¾
Llangoedmore		0 8½	0 7¾	0 7	0 1¾	3 3¾
Llechryd			0 5	0 9	0 5½	3 6¾
Mount			0 7¾	0 5	0 2¾	3 2¾
Tremain			0 7¾	0 7	0 2	3 4
Verwick			0 7¾	0 5	0 2½	3 2½
Bayvil			0 7¾	0 6	0 2¾	2 10½
Bridell			0 7½	1 0	0 2¾	3 3¼
Dinas			0 2¼	0 3½	0 2¾	2 2¼
Eglwyswrw			0 2	0 6¾	0 2¾	2 5½
Cilgerran	1 2¾		0 7½	0 0½	0 8	2 9¾
Llanfair-Nantgwyn			0 7	0 8½	0 2¾	3 0
Llanfihangel-Penbedw			0 6½	0 9½	0 3	3 0¾
Llantood			0 6½	1 0	0 2½	3 3
Llanychllwydog		0 3	0 8¼	0 5	0 4	2 11
Manordivy			0 6½	0 0½	0 2	2 2¾
Meline		St. Dogmells parish excepted.	0 6	0 7	0 2½	2 9½
Monington			0 7½	0 6	0 3	2 10¼
Moylgrove			0 1¾	0 0½	0 2	1 9½
Nevern			0 6¼	0 6	0 3	2 9
Newport			0 3½	0 5	0 3¼	2 5½
St. Dogmells					0 3¼	1 9
Wh echurch			0 7	0 7	0 4¼	3 0

In the parishes of St. Dogmells and St. Mary, Cardigan, the cost of the highways and school boards is defrayed out of special rates.

Noyadd Estate.

Statement as to Rental and Expenditure.

Handed in by Mr. C. E. Morgan Richardson at Cardigan.—Question 43,736, 52nd Day.

Note.—The acreage of the estate is about 2,500 acres. The expenditure for repairs during the 18½ years amounts to 4,146*l.* 11*s.* 2*d.*, or nearly 15 per cent. on the *gross* rents. When the estate was taken over by the Trustees it was heavily charged with annuities, &c., and the net rents after paying those charges and the repairs during the first 12 years would only be about 123*l.* per annum. The Trustees' accounts for the 18½ years were audited and vouched by Messrs. Ham and Co., chartered accountants, Bristol.

No.	Tenement.	Gross Yearly Rent. £	s.	d.	Abatements. Half Year.	One Year Due.	Expenditure for Repairs, Building, &c. £	s.	d.
1	Alltycadno, with Parkmain and Cefnhendre.	70	0	0	Mich. 1886, 10 per cent.	Mich. 1872 -	103	17	8
2	Blaencoed - - -	6	0	0	L. Day 1887 „	„ 1873 -	179	0	8
3	Bethesda Chapel - -	0	1	0	Mich. 1887 „	„ 1874 -	147	4	6
4	Blaenffynnon - - -	4	10	0	L. Day 1888 „	„ 1875 -	68	1	4
5	Bowles - - - -	9	0	0	Mich. 1888 „	„ 1876 -	364	3	11
6	Blaenrhos - - -	0	5	0	L. Day 1889 „	„ 1877 -	257	13	10
7	Cottage and garden - -	4	4	0	John James Lan for giving up farm, 23*l.*	„ 1878 -	336	4	8
	Do. at Ponthirwen -	2	10	0		„ 1879 -	390	3	8
8	Do. do. - -	0	15	0		„ 1880 -	133	10	7
9	Do. at Glandwr, No. 1 -	2	5	0		„ 1881 -	144	8	9
10	Do. do. No. 2 -	2	5	0		„ 1882 -	248	19	5
11	Courthen - - - -	28	10	0		„ 1883 -	100	6	1
12	Courtshed, land, and shed - -	6	15	0		„ 1884 -	208	12	0
13	Cottage, &c. - - -	0	5	0		„ 1885 -	291	2	3
14	Croesffordd - - - -	3	0	0		„ 1886 -	246	12	6
14*a*	Ddolfach and Parkfagwr -	6	0	0		„ 1887 -	84	7	3
15	Ffynnoncripil - - -	119	0	0		„ 1888 -	402	8	8
16	Glanhirwen - - - -	8	0	0		„ 1889 -	278	12	9
17	Glandwr - - - -	12	10	0		„ 1889 -	76	1	8
18	Havod - - - -	98	0	0					
19	Havodfach - - -	4	4	0			4,061	12	2
20	House at Ponthirwen -	2	10	0					
21	Do. do. - -	1	10	0					
22	Do. at Tymawr - -	3	0	0					
23	Hirwen Mill and three fields -	30	0	0					
24	Lan - - - -	32	0	0					
25	Noyadd Cross - - -	0	15	0					
25*a*	Parkgwyn - - - -	10	0	0					
26	Vronfelen - - - -	5	0	0					
26*a*	Noyadd Mansion House, land, and sporting of estate.	155	15	0					
27	Parkygors - - - -	100	0	0					
27*a*	Do. Lodge - - -	5	0	0					
27*b*	Parkpenygraig - -	6	6	0					
28	Penybont - - -	9	0	0					
29	Part of Penybont (Cnwcrhedin) -	4	10	0					
30	Penmaen - - - -	4	10	0					
31	Pantglas - - - - -	3	15	0					
32	Panteg - - - - -	6	10	0					
33	Penlanfach - - - -	18	10	0					
34	Penlone - - - -	4	10	0					
35	Rhiwbry - - - - -	9	0	0					
36	Rhosfawr - - - -	6	0	0					
37	Rhos - - - - -	116	0	0					
38	Part of Rhos (Pantglas) - -	12	0	0					
39	Do. (Rhosmaen) -	4	10	0					
40	Do. (Yelnewydd) -	0	10	0					
41	Do. (Parkstigil) -	—							
42	Parkyrhos - - - -	8	15	0					
43	Rhyd-ddofn - - - -	2	0	0					
44	Trefaesfawr and part of Trefaesfach	185	0	0					
45	Trefaesfach - - - -	90	10	0					
46	Tyhen - - - - -	75	0	0					
47	Part of Tyhen (Tanyvalier) -	10	0	0					
48	Penybont - - - -	4	10	0					
49	Tavernbugail - - -	75	0	0	Alban Davies upon surrendering lease for cottage built.		50	0	0
50	Trecoon and part of demesne -	38	0	0					
51	Vronlas - - - -	93	10	0	Ditto for repairs to house - -		34	19	0
		£1,521	5	0			4,146	11	2

Papers handed in by Mr. J. Emlyn Jones at Tregaron, 55th Day.

No. 1.—Changes of Tenancies in 40 Years, from Nonconformist to Churchmen (Question 46,653).

Name of Holding.	Name of Landowner.
Corngam bach	Mr, Rogers, Abermeurig.
Corngam mawr	" "
Gaer	" "
Pengaer	" "
Tirbach	" "
Oakhill	Mrs. Griffiths, Gelly.
Upper Penlan	Jesus College.
Berthneuadd	"
Dyfnant	Major Price Lewis.
Twrgwynmawr	Mr. Bonsall.
Tanralltisaf	Vicar of Blaenpenal.
Esgergwndy	Pengelly estate.

No. 2.—List of Houses fallen out of repair, pulled down, or uninhabitable, in the Parish of Nantcwnlle, in the last 20 Years, from 1873 to 1893 (*see* Question 46,653).

Name.	Owner.	Description.
1. Blaenpant	Jesus College	House and garden.
2. Blaenpant	"	House and land (about 15 acres), two cows, &c.).
3. Llygad dyffryn	Rhys Davies	Cottage and garden.
4. Llwynmorris	Henry Davies, Tanlan	House and land (a farm).
5. Transport	Ann Jones	Cottage and garden.
6. Transport	"	"
7. Penyfan	John Evans	House and land (for a cow).
8. Gwarffynon	Pengelly estate	" "
9. Tynfron	T. Lloyd	" "
10. Bwlchmynydd	D. Davies	House and garden.
11. Frondes	J. Morgans	House and land (for a cow).
12. Ty Mary Simon	"	Cottage and garden.
13. Ty Dinah	J. Morgans (present owner) down *before* he bought them	Cottages and gardens.
14. Ty Lodwig		"
15. Ty Rhys	J. Morgans	"
16. Quarry Bach	Mrs. Griffiths, Gelly	Cottage and garden.
17. Pengraig Fach	James Jones	"
18. Banc Du	Mrs. Griffiths, Gelly	House and land (30 acres), part of Brynele.
19. Glan'rafon	Dd. Jones	House and land (for a cow or two).
20. Llwynlleici	Ann Davies	House and land (for a cow).
21. Tynwaun	Dd. Jones	House and land (for a cow or two).
22. Rhidiol	Mr. Evans, Brechfa	House and land (a farm).
23. Dyfnant Fach	Price Lewis, Esq.	House and land (cow or two).
24. Tanrallt Hugh Shon	J. E. Rogers, Esq.	Cottage and garden.
25. Felincwm	Mr. Evans, Brechfa	House and land (for cow).

Dwelling-Houses or Outbuildings unfit for use.

Name.	Description.	Owner.
1. Tynrhos	Outhouses	J. E. Rogers, Esq.
2. Hafod	"	"
3. Corngam Bach	Dwelling-house and outbuildings	"
4. Pantcyfyng	Cow-houses	"
5. Caemadog	Dwelling-house, &c.	"
6. Pengaer	Dwelling-house and outbuildings	"
7. Rhydygroes	Outbuildings	Mrs. Griffiths.
8. Brynele	"	"
9. Pencwm	"	Mrs. Griffiths (dwelling-house helped last year).
10. Blaenpant Brynele	Dwelling-house and outhouses	Mrs. Griffiths.
11. Dole aeron	Outhouses, wretched	"
12. Tanrallt	Outhouses and dwelling-house	Mr. John Evans.
13. Ffynonbryn	" "	"
14. Caermynydd	" "	Mr. D. Lewis.
15. Tanffordd	Dwelling-house	Mr. Jenkins.
16. Glanrafon (Blackhole)	"	Mary Jones?
17. Clwtincoch	"	Mr. Hugh Evans.
18. Sychpant	Dwelling-house and outbuilding	Pengelley.
19. Hafod Fach	Dwelling-house and outbuildings	Jesus College.

A LIGHT RAILWAY FOR CARDIGANSHIRE.

Papers handed in by Mr. Morgan Evans, J.P., at Aberaeron, Question 47,981 (56th Day).

No. 1.—The Proposed Llandyssul and New Quay Railway.

Preliminary Statement.

The committee formed at New Quay, November 1885, with a view of taking steps to further the scheme of the proposed line of railway from Llandyssul to Cross Inn, have to report that they engaged the services of Mr. Szlumper, the eminent engineer, to make a flying survey of the ground.

He surveyed two routes, either of which would be perfectly practicable both as regards gradients and cost of construction. Of these, however, the route by Ffordddrasol is much to be preferred, since it will better accommodate an important district and serve a much larger population.

Mr. Szlumper estimates the cost of the construction of the entire line, including stations, at 30,000*l.*, or near as possible 2,000*l.* per mile, obviously a remarkably inexpensive rate of construction, and fully bearing out the estimate given at the preliminary meeting at New Quay.

This estimate does not include land, the cost of which, however, except for a short distance at the Llandyssul end, will be merely nominal.

The gross earnings on the Carmarthen and Llandyssul line in 1884, 18 miles in length, was about 1,200*l.*, or about 240*l.* per week. Although the proposed line is only about 3 miles shorter, if the traffic is estimated at only 70*l.* per week, or less than one-third of the Carmarthen and Llandyssul traffic, it will yield a gross revenue of 3,640*l.*, which, after deducting working expenses at the rate of 55 per cent. will leave a net income for dividend of 1,638*l.*, or rather more than 4½ per cent. on the capital of 36,000*l.* If the earnings were increased by only 12*l.* per week, still a very moderate estimate, it would produce an additional 1 per cent., or 5½ per cent.

It is unnecessary to enlarge on the great and varied advantages of railway communication to the district. The farmers of Mid-Cardiganshire labour at present under great disadvantages, compared with most districts even in Wales, both as regards markets for their produce and facilities for procuring lime, coal, &c., while every other interest proportionately suffers. New Quay, which notwithstanding its present isolated position, is already a favourite seaside resort, greatly suffers from the same cause. No doubt, if railway communication was provided, it would attract a vastly increased number of visitors. Besides being furnished with acceptable markets for fish, which swarms in Cardigan Bay.

The line will serve a district comprised within a radius of 8 miles of its terminus at Cross Inn. This will include New Quay, Llanarth, Mydroilyn, and Aberayron on the north side, and Llandysilio, Llangranog, Penbryn, Rhydlewis, Troedyraur, &c., on the south side, in all a population of about 12,000.

Until the line was actually surveyed, and the gradient ascertained by a competent engineer, doubts were naturally entertained as to the feasibility of constructing the line at such a very moderate cost. Now that these doubts have been removed by Mr. Szlumper's survey and estimate, the committee confidently rely that the residents of the district and others interested by property and otherwise in it, will come forward in support of an undertaking which not only offers them a safe and profitable investment for their money, but also will serve to develop the resources, and add materially to the prosperity of the district.

The committee have pleasure in stating that several influential persons have already intimated their intention of taking a substantial number of shares; but they feel that in order to secure the success of this important undertaking, the hearty co-operation of the whole district is absolutely essential.

It is proposed to raise the capital required in 3,600 shares of 10*l.* each; the calls to spread over a period of not less than two years, to enable everyone in the district to assist in this important scheme.

Meetings will shortly be held in all the principal centres of the locality, and committees formed to canvass for shares; and when a sufficient number are secured, no time will be lost in applying for Parliamentary powers, and proceeding with the work without any delay. But until a sufficient number of shares are subscribed for, no legal or other liabilities will be incurred. All that is necessary to secure success is the hearty co-operation of everyone interested in the welfare of the district.

[*Note.*—On the opposite page of the circular, a Welsh translation of the above statement was printed. D. Ll. T.]

No. 2.—The proposed Llandyssul and New Quay Railway.

Sir,

At the series of influential and well-attended meetings recently held at New Quay, Llanarth, Castell, Pantgarreg, Brynmoria, Rhyd Lewis, &c., in connexion with the above railway, resolutions were unanimously passed in favour of the scheme, and committees formed in all the parishes. The line will serve to secure shareholders.

The strongest opinions were expressed that the railway would be an inestimable boon to the farmers and to every other interest, and that it would greatly enhance the prosperity of the entire district.

Mr. J. W. Szlumper, C.E., who surveyed the route for the proposed line, was present at the meetings, and satisfactorily replied to the various questions asked of him, and expressed his confident opinion that it could be constructed at the estimated cost, viz., 2,000*l.* per mile, an additional 6,000*l.* being required for land, plant, legal, and other expenses.

There should be no difficulty in raising this small capital of 36,000*l.*, for it is stated on good authority that this represents less than one-third of the money deposited at a low rate of interest in the local banks of the district, and there is no reasonable doubt that the shareholders will find it a safe and profitable investment.

This prediction is based partly on the following facts and figures relating to the traffic on the Carmarthen and Llandyssul line:—

That line is 18 miles long, and had in 1884 a gross traffic of 12,000*l.*, but it has since steadily increased, and the traffic in 1886 rose to nearly 15,000*l.*, or an increase of 25 per cent. in two years.

A gross traffic of only 70*l.* per week on the New Quay and Llandyssul line (15 miles), or less than a fourth of the traffic above indicated, would pay a dividend, after deducting 55 per cent. for working expenses, of 4½ to 5 per cent.

If, however, a traffic of 90*l.* per week is assumed, it would bring up the rate of dividend to 6 per cent., and so on in proportion as the traffic increased, and there is every reason to believe that in a very few years, with the development of the district, this low estimate would again be largely exceeded.

A considerable number of shares have already been taken, but it is most important that three-fourths at least of the whole should be taken up without loss of time, to enable the Bill to pass Parliament next session. No expenses will be incurred until this amount is subscribed for. The shares of 10*l.* each will be called up by easy instalments, extending over to two years or so.

If all who are able would take one or more shares, the capital could be very easily obtained. What is wanted is that a great many persons should take a few shares each, as the number of those who could a large number is necessarily limited.

To illustrate the mode in which the necessary capital could be obtained it may be assumed that—

				£
400	persons would take	1	share	4,000
200	,, ,,	2	,,	4,000
150	,, ,,	3	,,	4,500
100	,, ,,	5	,,	5,000
50	,, ,,	10	,,	5,000
25	,, ,,	20	,,	5,000
925				27,500

The balance of the capital, viz., 8,500*l.*, will doubtless be taken up by the landed proprietors of the district, many of whom have expressed their warm sympathy with the undertaking.

The district is sadly in want of a railway to develop its resources, and to find a ready market for its agricultural produce, and the fish which is found in large quantities in Cardigan Bay. Doubtless, too, that part of the coast would become a favourite resort for visitors. It is, therefore, confidently hoped that the inhabitants of the district will use their utmost efforts to conduce to the success of this most important movement.

This statement has been submitted to Mr. J. W. Szlumper, C.E., and Mr. Stephen Evans, who entirely approved of its contents.

Yours, &c.,
THOMAS JONES,
THOMAS EVANS,
WILLIAM TIMOTHY,
} Hon. Secs.

New Quay. May 9th, 1887.

PETITION.

Handed in by Mr. Stephen Davies, at Aberystwyth, at Questions 49,243–49,250, 57th Day.

To the Royal Commissioners on Land in Wales and Monmouthshire.

The humble Petition of the undersigned farmers of the neighbourhood of Llangwyryfon in the County of Cardigan.

Sheweth:

That in our opinion the rents of farms in our neighbourhood are excessive and unjust to the farmers, being at the present time higher than they were from 15 to 20 years ago, notwithstanding that upon an average of the last five years a depreciation of at least from 40 to 50 per cent. has taken place in the price of the produce of the land.

That many farmers keep their sons and daughters working on their farms without wages, and yet during the last 10 years have been unable to meet their engagements without resorting to the savings of previous years.

That owing to the migration of labourers to South Wales and other places farm labour is scarcer and more dear than it used to be. One of the principal reasons for such migration is the want of suitable cottages and small holdings for labourers. In our immediate neighbourhood during the last 40 years 45 of these cottages have been allowed to become unfit for human habitation.

That on Mynyddbach and other places there are many farmers who purchased their holdings when land was dear and have ever since been labouring under heavy mortgages at high rates of interest, such mortgages in many instances being now (owing to the depreciation of land) equal to and sometimes more than the saleable value of the property. If money could be provided for these farmers at a low rate of interest and the principal and interest made repayable by fixed yearly or half-yearly payments it would furnish such encouragement as would ensure better farming on their part and enable them in the course of 40 or 50 years to acquire their holdings free from incumbrance.

That in our opinion one of the chief causes of discouragement to farmers is their inability without the consent of the landlord under the present law to make such improvements as they may think reasonable with any hope of being paid for them, or indeed without having to pay for them a second time in the way of increased rent.

That we strongly desire the establishment of a Land Court in Wales so constituted as to command the utter confidence of both landlords and tenants, and with full power to fix fair rents and settle all disputes arising between landlords and tenants in respect of agricultural holdings and a simple cheap and expeditious system of procedure.

Copies of the agreement under which most of the farms in our neighbourhood are held are annexed hereto, and we respectfully beg to call your attention to them.

Your petitioners therefore pray that you will recommend the passing of an Act of Parliament containing provisions for the following purposes:—

1. The establishment of such Land Court.
2. The fixing of fair rents.
3. Full liberty to the tenant to make all reasonable improvements upon his holding without the necessity of obtaining the landlord's consent.
4. Absolute security that the tenant will be paid full compensation for all such improvements whenever he is compelled or desires to quit his holding.
5. Loans at low interest to enable farmers to pay off mortgages or to buy their holdings.

And your petitioners will ever pray, &c.

John Jones, Ffynonwen.
John Phillips, Trefaes Issa.
Benjamin Jones, Brynda.
John Edwards, Penciog.
Morgan Davies, Cnwcyfrân.
Eben Evans, Tyncefn.
William Evans, Rhandirucha.
Evan Davies, Llwynfynwent.
David Phillips, Trefaesucha.
Rees Williams, Ochorgader.
Richard Phillips, Argoed.
John Jones, Tynycoed.
John Parry, Dyffryn Mill.
Thomas Thomas, Rhosgoch.
David Morris, Ffospompren.
Isaac Jones, Cefn llwynpiod.
Thomas Hughes, Penrhiw.
Evan Phillips, Bryngwyn.
John James, Mynyddmawr.
Morgan Evans, Bwlchyrhandir.
Evan Morris, Gardenni.
David Parry, Vaccwn.
Lewis Jenkins, Gorslas.
David Thomas, Rhandir Isaf.
Edward Edwards, Nantcwta.
Joseph James, Pontfaen Mill.
Richard Williams, Pwlldraenllwyn.
Morgan Jones by his + mark, Henffordd.
Evan James, Gorsfach.
Richard Williams, Aberdauddwr.
John Jones, Llechwedd.
Richard Morgan, Penbont.
Thomas M. Edwards, Tangaer.
David Jones, Tynllwyn.
David Davies, Brynchwith.
John Jones, Rhiwgwraidd.
Evan Lloyd by his + mark, Abernac.
William Davies, Penglan Owen fach.
Morgan Morgan, Penglan Owen fawr.
Benjamin Edwards, Pantynamlwg.
Stephen Parry by his + mark, Tanygraig.
Edward Williams, Treweithian.
Thomas Jones, Bryngwartheg.
Stephen M. Jones, Maesbeidog.
Richard Evans, Brynamlwg.
Wm. Davies, Tanyfron.
Thomas Jones, Penbanc.
John Griffiths, Tynrhyd.
David Griffiths, Tynrhyd.
David Williams, Llwynbedw.
M. A. Williams, Llwynbedw.
David James, Hafodglas Ucha.
David Evans, Tynddraenen.
Micah Edwards, Hafodglas Issa.
Daniel Benjamin, Tynewydd.
Morgan Morgans, Cofadail.
John Vaughan Pen y lôn.
Daniel Jones, Hafodlas Issa.
E. James, Cilfachgoed.
J. Evans, Tynrhelyg.
A. James, Pencwm.
D. Evans, Parc.
D. Rees, Maesllyn.
Richard Evans, Bryngader.
John Stephens, Llain.
Thomas Davies, Pantygors.
David Davies, Tynlôn.
William James by his + mark, Penpompren.
Isaac Isaac, Tynewydd.
William Rowlands, Rhandirhen.
Stephen Davies, Draenllwyn.

MEMORANDUM ON THE INCLOSURE OF THE GREAT FOREST OF BRECKNOCK, SUPPLIED BY Mr. JOHN LLOYD.

(*See* his evidence at Brecon, 50,880–50,953, 59*th Day*.)

Contents of Memorandum.

A.—Summary of Statement prepared in 1890 by Mr. John Lloyd, one of the Commoners.

B.—The Proposed Bill presented to Parliament in 1893.

C.—Extracts from the Reports of the Surveyor-General and the Commissioners of Woods and Forests, also from Acts of Parliament, and from the Final Award of the Commissioners.

D.—Copy of the Conveyance of the Crown's Allotment in the Forest of Brecknock.

E.—Letter from the Secretary to the Treasury to Mr. John Lloyd.

A.—Summary of Statement prepared by Mr. John Lloyd in 1890.

I.

This large tract of mountain land, in the county of Brecon, known as the Great Forest of Brecon, and comprising 40,000 acres, became vested in the Crown in the reign of Henry VIII., by the attainder of the Duke of Buckingham.

Over this tract of waste land the Crown possessed and exercised general forest rights, but derived little or no profit from them, as the rights of depasturing sheep and cattle, of cutting turves and other rights were vested in the owners, not only of land in the adjacent parishes, but also in several distant parishes. In fact this mountain land was the great pasturage and grazing ground for a large district of country in the western part of Breconshire. Incidentally it may be mentioned that in some parts the mountain range is as much as 2,600 feet high, and the whole forms the supply ground and source of not less than 17 rivers and brooks, inclusive of the Usk, the Taff, the Tawe, and the Neath Rivers.

Throughout England and Wales, during the latter part of the reign of George III. (about the year 1815), the Crown took steps to dispose of various properties of this description. These forestal wastes were an unproductive property, and the Crown being in want of money to proceed with the great Regent Street improvements, then being commenced in London, and to discharge other liabilities, it was thought that the revenue of the Crown might be benefited by the inclosure of the Great Forest of Brecon, and the sale of their interest therein.

Accordingly in the year 1815 the Crown authorities caused an Act of Parliament to be passed for the disafforesting and inclosing of this large tract of land, the principles of which Act were as follows:—

1. Sufficient land was to be sold to pay for all the expenses of obtaining the Act, surveying the land, and generally carrying out by Commissioners the various provisions of the Act.
2. A full moiety of the remainder was to be the freehold of the Crown.
3. The other moiety was to be divided among all commoners who were able to prove 20 years' user of the pasturage (the mines and minerals being reserved to the Crown). The commoners' land to be enclosed and divided, and then to be held severally by the commoners as freeholds by each respectively, according to the allotments made by the Commissioners under their formal award.
4. All forestal rights of the Crown were abolished, and the lands allotted were freed and discharged from all claims of the Crown, except such interests as were expressly reserved and excepted.
5. The mines and minerals under the surface of the Forest were reserved to the Crown, but in various portions limestone quarries were to be marked out, and reserved for the use of the commoners generally.
6. Allotments of land were to be made to the tithe-owners in lieu of tithes.
7. Several clauses in the Act provide for the building of a church, and the endowment of the clergyman with 150*l.* a year at the expense of the Crown, if the Bishop of the Diocese considers such necessary, in case any extra-parochial part of the Forest should become inhabited.
8. The final award and plan of the inclosure were to be lodged by the Commissioners in the Clerk of the Peace's Office at Brecon.

II.

Under this Act proceedings were taken by the Commissioners (Henry de Bruyn, of Southampton Street, London, and John Cheese, of Lyons Hall, Hereford), and an Inquiry was conducted into the commoners' rights, which extended over three or four years. Simultaneously a survey of the Forest was made by surveyors (Samuel Wharton, of Gray's Inn, and David Davies, of Llangattock, Brecon), and a plan prepared on the scale of 32 chains to 1 in. or 2½ in. to the mile.

Various difficulties arose in settling the claims of the commoners, and one law-suit with a Mr. Powell, with reference to 240 acres on *Waun Liky*, was taken for trial to Hereford. The expenses of the inclosure proceedings altogether had amounted to about 16,000*l.*, and to defray the expenses it became necessary to sell the best portions of the hill, namely, the slopes leading to the enclosed lands, comprising 8,000 acres.

After putting on one side the central portion of the Forest, comprising 13,620 acres, as the allotment for the Crown, and deducting the 8,000 acres sold for expenses as above, the Commissioners found themselves with about 17,000 acres to dispose of. This lay in two large divisions, one near the Carmarthenshire Van, and the other lying between the Taff and the Llia rivers, and for their respective shares of this there were a good many claimants. It had been the original intention to divide this residue in several freeholds, but owing to the mountainous character of the land and its sterile character, such was found by the Commissioners to be impracticable, and by an Amending Act passed in 1818, the Commissioners were released from the condition to divide and inclose the same, and it was provided that the commoners' allotments should be held and used by all in common. Of course, as far as regards the commoners, this was an utter breakdown of the inclosure scheme. They had lost the pasturage over the 8,000 acres sold, over the 13,620 taken by the Crown, and had left—and those only as a common allotment—the 17,106 acres which remained, much of which was of an inferior character, and also inconvenient for their use.

A small matter has to be noticed. The Commissioners had sold the 8,000 acres tithe free, forgetting the dues of the Church. To make this good, other common land was directed, in the Amending Act, to be allotted in lieu by the Commissioners to the Church.

While accepting as a fact the condition of things as brought about by these Inclosure Acts of the Crown, we cannot help remarking on the improvident and inconsiderate way this important property has been dealt with. Usually the Crown is supposed to study the interests of the people, and their tenants, and we frequently meet with the expression in the correspondence of that department, that the "*amenity of the position*" must be considered, and that all interests, equitable as well as legal, are to be very carefully provided for and safeguarded. We find here, on the contrary, that a large number of Breconshire farms, in the enjoyment from time immemorial of excellent and extensive sheep-walks, with convenient access thereto from long distances along the gently rising outlying limbs of the mountain range, found themselves actually cut off from direct access to the hill in almost every part, and the right of pasturage itself was diminished by more than one-half. To those who understand what Welsh mountain farms are, it will be at once apparent how serious and permanent an injury, lasting to the

present day, was thus inflicted by this inclosure on the farming industry of a very wide district in Breconshire.

III.

Present condition of the Commoners' Allotments.

We have now to deal with the property of the commoners, as allotted to them, and which consists of an extensive sheep-walk on the western side, and another on the eastern side of the Forest, comprising together upwards of 17,000 acres. We find that this at present is under the control of no legal or properly constituted authority, and that there is no one authorised to protect the rights and interests of the commoners.

It will be in the recollection of the commoners that various disputes have arisen, and have been investigated in courts of law, as to the right of working limestone on certain parts of the mountain, and as to other rights of property, and upon a recent informal survey of the allotments, we found in several cases that the boundaries now existing do not accord with the authorised map; and we also heard of other attempted alteration of the boundary line, which has been stopped by individual action. In the case of the important limestone quarry at Penwyllt, the boundary wall has recently been pulled down, and a portion of the commoners' quarry improperly worked. In the case of the other allotments for limestone, it would seem that the roads appointed for access to them have been shut up, and the quarries have become practically useless to the commoners.

In a minor degree it may be desirable to frame rules for the proper allowance of stock, and generally for the management of the allotments, inclusive of its improvement, by making of surface gutters, as has been done on the neighbouring hills.

These allotment lands also form the gathering grounds of several streams, and perhaps at a no distant date some of the large towns may require to deal with the ground for water-supply purposes.

The commoners have, therefore, still a valuable property, and having regard to the absence of any authority to protect their interests, it is most desirable, and indeed almost a necessity, that they should be enabled to act together unitedly. This would be to their own interest, and also to that of the public; and there is at the present time serious danger of interference with their rights and interests, and even with the title to their property.*

IV.

Suggestions.

We consider the property of the commoners to be practically a freehold in common. With the exception of the mines and minerals, they have absolute right and control over it, and what is required is to give them power to exercise that control in a convenient and inexpensive manner.

The course to be pursued seems to be to obtain the constitution of the commoners as a body corporate, with power to carry out all such matters as they may deem necessary to be done for the due management, improvement, and protection of their property.

Mr. Lloyd then recommends:—

1. That the commoners should form themselves into a body corporate for the purpose of acting together unitedly in protecting their rights and interests;
2. And that steps be taken to call a meeting of the commoners for the purpose of considering the above recommendation, and how it can best be carried out.

Accordingly, various meetings of the commoners' allotment holders were convened, and it was resolved to introduce a Bill into Parliament in the session 1892–3.

* All the Crown's interest in their allotment, and in the reserved right to mines and minerals, was sold by them prior to 1821, and there has been no transaction by the Crown with reference to this property since.

The Acts of Parliament relating to the inclosure are 48 Geo. III., cap. 73 (1808); 55 Geo. III. cap. 190 (1815); and 58 Geo. III., cap. 99 (1818). The General Inclosure Act, 41 Geo. III., cap. 109 (1801), should also be referred to.

B.—The Proposed Bill of 1893.†

The following is the Bill as prepared and presented to Parliament:—

A BILL for constituting the Commoners of the Great Forest of Brecknock a Body Corporate, and vesting in them the Commoners' Allotments and Public Quarries with power to protect regulate and improve the same; and for other purposes.

Whereas an Act was passed in the fifty-fifth year of the reign of his late Majesty King George III. intituled "An Act to amend an Act made in the forty-eighth "year of his present Majesty to improve the Land "Revenue of the Crown so far as relates to the Great "Forest of Brecknock in the County of Brecknock and "for vesting in His Majesty certain parts of the said "Forest and for inclosing the said Forest": (Preamble. (55 Geo. III. c. 190 recites 48 Geo. III. c. 73.)

And whereas in pursuance of that Act Commissioners were appointed and authorised after due survey made and after disposing by sale of lands sufficient to defray the expenses of carrying out the Act and after allotting lands in lieu of tithes to allocate to His Majesty His heirs or successors one moiety of the lands of the Forest and to divide the remainder in severalty among the commoners who had established their rights to user of the Forest lands the same to be held free from all claims by his Majesty for forestal rights or any rights whatsoever except to the mines and minerals and power to work the same and also to allot certain limestone and other quarries in certain convenient parts of the Forest and also watering places for the use of the commoners:

And whereas another Act was passed in the fifty-eighth year of his said Majesty King George III. for altering and amending certain provisions of the first-recited Act and especially to release the Commissioners appointed as aforesaid from the obligation to divide the commoners' allotments severally among those who had established their rights of common and to provide that such allotments should thereafter remain open and unenclosed subject to such regulations for stinting the said lands as one of the said Commissioners might make: (58 Geo. III. c. 99.)

And whereas under the provisions of the above-recited Acts a formal award accompanied by a map or plan and dated the tenth day of June one thousand eight hundred and nineteen was duly made and enrolled by the Commissioners setting forth the names of all the commoners and the properties in respect of which they had proved their rights and the commoners' allotments together with the sites of the limestone and other quarries watering-places and roads set apart for the use of the commoners and also the Crown allotment the allotments sold to pay for the expenses incurred and the tithe allotments in lieu of tithe but the orders and regulations directed by the last-recited Act for stinting the commoners' allotments do not appear to have been made nor was any authority given for enabling the commoners by any common action to protect their allotment lands or limestone quarries from trespass damage or encroachment:

And whereas disputes have arisen and are likely to arise as to the access to the public limestone quarries and the right of working the same and as to trespasses on the allotment lands and encroachments generally on the boundaries of the allotments and the commoners have suffered and are likely to suffer much inconvenience annoyance and loss thereby:

And whereas the commoners' allotments extend over seventeen thousand one hundred and six acres of mountain land containing many streams and springs the surplus water from which might be collected and impounded and made available for the supply of large towns and populous places:

And whereas it is expedient that the commoners' allotments as defined in the said award together with the limestone and other quarries watering-places and

† Note.—The Bill was before the Committee of the House of Commons, presided over by Sir Richard Temple, for three days. It was opposed by Lord Tredegar, who had in 1888 bought the Crown's reserved mineral rights, and who now claimed the freehold of the allotment, and full manorial rights over it as the grantee of the Crown. It was also opposed by the Marquis of Camden on the ground that plural voting was not given him in the election of the committee of management, and it was also opposed by the Cardiff Corporation, by Madame Patti-Nicolini, and Mr. Kershaw, the two latter on the ground of interference with the limestone quarries and lime-burning trade.

The Bill was eventually thrown out, and the cost to the promoters, being a few of the allotment holders, amounted to 600*l.*, exclusive of the fees of their counsel, which, on the failure of the Bill, were returned.

roads should be vested in some authority empowered to protect and improve the same:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

I. This Act may be cited as the Great Forest of Brecknock Act 1893.

Incorporation of provisions of general Acts.

II. The Lands Clauses Acts except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement and such of the provisions of the Commissioners Clauses Act 1847 as are applicable to the purposes of this Act are incorporated with and form part of this Act and the expressions "the Promoters of the Undertaking" and "the Commissioners" in those Acts shall mean the commoners incorporated by this Act or the governing body elected by them as the case may be.

Incorporation of commoners.

III. The owners for the time being of the property in respect of which claims were allowed and specified in the said award shall be and are herewith constituted a body corporate with the title of the "Great Forest of Brecon Commoners" (herein-after called "the Commoners") and by that name shall have perpetual succession and a common seal and by the said name they may be sued and shall have power to sue and power to purchase hold and dispose of lands and other property for the purposes but subject to the provisions of this Act.

Allotment lands quarries and property vested in commoners who may appoint governing body.

IV. The allotment lands public limestone and other quarries roads and watering-places defined in the said Award shall be vested in the commoners so incorporated who shall have power to make regulations for the protection management and improvement of the said lands and for the working and management of the limestone and other quarries and to elect a committee of their number to be called the governing body for carrying out the purposes of this Act.

Constitution of governing body.

V. The governing body shall consist of twelve members to be elected every three years by the votes of the commoners each being entitled to give one vote and no more.

Clerk to justices to give public notice of and conduct election.

VI. The clerk to the justices for the Devynnock division shall be the returning officer and shall conduct the election and the first election shall take place within three months after the passing of this Act after fourteen days' previous notice in the form set out in the Schedule to this Act by advertisement in one or more newspapers circulating in the district.

Powers of governing body.

VII. It shall be lawful for the governing body to do all or any of the following acts:—

To make orders and regulations for stinting the pasturage:

To mark out the boundaries of the allotment lands with distinguishing marks:

To purchase by agreement any portion of the ancient Forest that may be thought desirable inclusive of any interest possessed by the Crown and its grantees or by the owners of the Crown allotment in the limestone quarries numbered 1 2 3 4 5 6 7 and 8 in the said award:

To work the public limestone and other quarries set apart for their use both for their own use and for profit or to lease the same to tenants:

To purchase by agreement the right reserved to the Crown and its grantees to the mines and minerals in the commoners' allotments:

To make regulations with respect to the rights of shooting sporting and fishing over the allotment lands and to prescribe the conditions on which the same shall be exercised:

To make arrangements with the authorities of populous places on adequate payment for the collection and impounding of water:

To take steps to prevent any encroachment on the said allotment lands and to improve the condition of the same by drainage or otherwise and generally to do collectively every such act for the improvement regulation and management of the said lands and for the working of the said limestone and other quarries that any one commoner might have done:

To impose a penalty not exceeding forty shillings for every breach of regulations duly made and published the same to be recoverable in any court of competent jurisdiction:

To levy a rate not exceeding sixpence in the pound in any year on the rateable value of the property of the owners in respect of which they claim common rights for the purpose of carrying out the purposes of this Act such rate to be payable by the owner but if paid by the lessee tenant or occupier he shall be entitled to deduct from the rent next payable to such owner so much as he shall have paid on account of such rate:

To borrow money on the security of any rate or rates made or to be made by them and grant mortgages for securing the repayment thereof with the interest thereon and apply the money so borrowed to any of the purposes of this Act and to no other purpose.

Common rights may be relinquished.

VIII. Any owner of lands entitled to the rights of common aforesaid shall be at liberty by notice in writing to relinquish at any time such rights and from that date he shall be exempted from payment of any rate made or to be made under this Act and his rights of common shall thenceforth cease and be extinguished.

Accounts to be kept of quarries worked for profit.

IX. Where any of the public limestone and other quarries are worked for profit or leased to be worked for profit the Crown and its grantees and the owners of the Crown allotment adjacent to whose lands such limestone and other quarries are situate (unless their rights have been purchased as aforesaid) may require a separate account of the working of such quarries to be kept and shall be entitled to such share of the profits as may be agreed upon or failing agreement as may be fixed by arbitration once in every seven years.

Appointment of officers and servants.

X. The governing body may appoint a person to be clerk and treasurer and also shepherds and such other officers servants or workmen as they may find necessary or proper for the execution of the powers vested in them and assign and allow salaries wages or remuneration to such officers and servants and from time to time remove and dismiss such officers and servants respectively.

Governing body may erect cottages and make roads.

XI. The governing body may erect such cottages for shepherds or servants as they may consider necessary and may make such additional roads or ways through or over the lands as they may consider necessary.

and make byelaws and regulations.

XII. The governing body may make such other byelaws rules and regulations as they may deem necessary for regulating the conduct of their officers and servants for appointing the time and place of holding their meetings and the summoning of the same also for providing for the due management of the affairs of the governing body and of the lands and premises vested in them.

Byelaws to be approved by Board of Agriculture.

XIII. All byelaws made under this Act shall be reduced into writing and shall be approved of or allowed by the Board of Agriculture and shall have the common seal of the governing body attached thereto.

Accounts to be audited.

XIV. Within the first three months of every year the accounts of the governing body shall be audited by an auditor to be appointed by the Local Government Board Such auditor shall have access to the books and accounts of the governing body and may examine in relation to such accounts the members of the governing body or any of their servants The auditor shall be paid by the governing body such sum as the Local Government Board shall appoint.

Copy of audited accounts to be deposited with clerk to county council.

XV. A copy of the audited accounts shall be deposited for public inspection at the office of the clerk of the county council of the county of Brecknock.

Investment and application of surplus revenue.

XVI. The surplus revenue appearing in any year to the credit of the general account in the statement of accounts to be deposited as aforesaid shall after retaining sufficient to pay the current expenses be invested by the governing body and shall be applicable to the improvement of the allotment lands and the purchasing additional lands and the rights to mines and minerals within the limits of the ancient Forest the working of the limestone and other quarries or in any way

improving the common property vested in the commoners and in making roads thereto.

Arbitration in cases of difference.

XVII. Any dispute or difference which may arise between any of the commoners or between the governing body and any of the commoners or between the governing body or any commoner or commoners and any other party or parties with respect to any of the powers and provisions of this Act as to the mode of carrying out the same shall if required by either of the parties in difference be referred to an arbitrator to be appointed by the President of the Board of Agriculture and the provisions of the Arbitration Act, 1889 shall apply to every such arbitration.

Access to mountains.

XVIII. It shall be lawful for all Her Majesty's subjects on foot or on horseback to have access to the summit of the mountains within the said allotments and if at any time hereafter such allotments shall be divided by fences then convenient gates shall be provided in the boundary and other fences erected Provided that such persons shall not wilfully do any damage to the said lands or disturb the stock grazing thereon.

Saving rights of Crown and grantees to mines, &c.

XIX. Nothing in this Act contained shall prejudice the right of the Crown and its grantees to the mines and minerals reserved by the recited Acts nor to the working of the same except so far as relates to the public limestone and other quarries and the working thereof.

Costs of Act.

XX. The costs charges and expenses of obtaining this Act shall be defrayed by the governing body and the sums of money belonging to the commoners now in the hands of Lewis Williams of Priory Cottages in the town of Brecon shall be paid to the said governing body and applied by them in part payment of such costs charges and expenses.

SCHEDULE REFERRED TO IN THE FOREGOING ACT.

No. 1.—Form of Public Notice for an Election.

In pursuance of the "Great Forest of Brecknock Act, 1893." I hereby give public notice that the qualified electors under the said Act are required to give their attendance at the County Hall in the town of Brecon at the hour of two of the clock on the day of for the purpose of electing a member or members of the governing body of the common allotment lands.

And in case on the said day a poll be lawfully demanded I give further notice that at the said County Hall on the day of at the hour of ten o'clock in the forenoon up to the hour of four o'clock in the afternoon I will be in attendance for the purpose of receiving the votes of qualified electors for the election of the person or persons who may be proposed as a member or members on the said first-mentioned day.

Given at this day of

(A. B.)
Clerk to the Justices of the
Devynnock Division.
Returning Officer.

C.—EXTRACTS FROM THE REPORTS OF THE SURVEYOR-GENERAL AND THE COMMISSIONERS OF WOODS AND FORESTS, AND ALSO FROM ACTS OF PARLIAMENT AND THE FINAL AWARD OF THE COMMISSIONERS, SHOWING CONNECTEDLY THE DEALINGS OF THE CROWN WITH THIS FOREST.

From the Report of the Surveyor-General of H.M.'s Land Revenue.

1809. *Report IV. Page* 194.

The Great Forest of Brecon, of which the Crown is the owner, being a district considerable in extent, but mostly mountainous and barren, and incumbered with rights of depasturage of cattle by the occupiers of adjacent lands, under small fixed rates of payment, and much encroached on; and being a property not likely to be rendered productive to the Crown under its actual circumstances, though perhaps a desirable object of possession to the great landholders of the county, I advised to be sold, and the produce to be invested in 3*l.* per cent. Stock in like manner with the sale of other property appertaining to the Crown.

From the Reports of Commissioners of Woods and Forests.

Report I. Page 22. 1812.

There are two very extensive tracts of land, which, like Delamere, appear to have been formerly royal forests, and of which the soil belongs to the Crown; viz., the Forest of Brecknock, in the county of Brecknock, and that of Exmoor, in the counties of Devon and Somerset. The Forest of Brecknock consists of 40,000 acres, but of this, as appears from a report made by a person who has been employed to survey it, there are about 2,000 acres fit for the growth of the oak. Under the Act of 48 Geo. III., we have a power to sell the whole of the King's interest in this estate, with the approbation of the Lords of the Treasury, and though it would be very desirable to retain those 2,000 acres in the hands of the Crown, yet the rights and claims over the whole are of so complicated and extensive a nature that an attempt to divide and enclose it in the manner of Bere Forest, and others we have mentioned, appropriating a due proportion to His Majesty, might be attended with insurmountable difficulty. We, therefore, think that the best plan will be to sell the entire interest of the Crown in Brecknock Forest by auction or otherwise, when we trust we may be authorised by the legislature to apply the produce of such sales to the purchase of other woodlands, better situated and less objectionable in other respects.

Report II. Page 27. 1815.

According to the intention mentioned in our first report, we were about to proceed under the authority of the Act of the 48th of the King, cap. 73, to take measures for selling by auction the entire interest of the Crown over the Great Forest of Brecknock, and with that view we have caused the same to be divided into seven lots, which were set out and measured by Mr. Hassell, an eminent land surveyor in that part of the country. But finding that a great impediment to the sale would arise in consequence of a claim set up by the homagers to depasture an unlimited number of cattle on the Forest, we thought it expedient to suspend our proceedings until the question involved in that claim could be determined by an issue at law.

An information in the Court of Exchequer was accordingly filed, upon which the parties very soon relinquished their claim to the extent above-mentioned, and agreed to confine it to the right to depasture as many cattle as they could maintain in winter in their respective occupations.

After this important point was settled, it was deemed, on full consideration of all the circumstances of this Forest, that instead of selling the rights of the Crown, subject to the claims of the commoners, limited and defined as they were to the extent above-mentioned, it would be more desirable to adopt the course followed with respect to Exmoor Forest, and to separate entirely under the authority of an Act of Parliament the rights and interests of His Majesty from those of the freeholders and commoners. For this purpose an Act was passed in the last session (cap. 190) by which so much of the Act of the 48th of the King as related to the sale of the interest of the Crown over this Forest was repealed, and Commissioners were appointed for dividing and allotting the Forest, who are required after setting out allotments for repairs of roads, watering-places for cattle, places for public limestone quarries, to be sold for payment of expenses, and in lieu of tithes, to allot to His Majesty one full moiety of all the residue of the Forest.

In this Act, and in that for the division and enclosure of the Exmoor Forest, provisions are contained for authorising the sale of the allotments, which by virtue thereof shall be made to His Majesty, and to place the produce of such sale to the account at the bank standing in the name of the Commissioners of His Majesty's "Woods and Forests and Land Revenues," being the

Woods and Forests Fund. If, therefore, it shall be found inexpedient after a due inquiry and investigation to retain any portion of those forests for the purpose of planting, the produce of such sales may be employed in the purchase of woodlands more conveniently situated and better calculated for that object.

Report III. Page 25.

During the proceedings of the Commissioners under the Act of the 55th of the King, cap. 190, for vesting in His Majesty certain parts of Brecknock Forest, and for the inclosing the said Forest, it was represented to us on behalf of many of the persons entitled to rights of common over that Forest, that the expense of executing so much of the Act as related to the dividing, allotting, and enclosing the portions of the waste to which they might be respectively entitled, would be in many cases so great as to exceed the value of the allotments; that though they had concurred in the provision in the first instance, and which indeed had been adopted at their request, they had not foreseen that the expenses attending it would have been so great, nor had they calculated on the depreciation in the value of waste land which had since taken place, and that under these circumstances they requested our concurrence in stopping all further proceedings in execution of the Act.

Being clearly of opinion that it would not be expedient entirely to suspend the execution of the Act, but that it was material to the interests of the Crown that it should be proceeded in to the extent of allotting and awarding to His Majesty the moiety of what should remain after sufficient had been sold to defray expenses, we acquainted the parties who had applied to us, that provided this was accomplished, we saw no objection to its being left to the option of those who were interested in the remainder, either to divide it in severalty according to their respective rights and interests, or to hold it in common.

It was, therefore, agreed to propose a Bill to Parliament for repealing so much of the Act of the 55th of the King, cap. 190, as related to the division and enclosure of the moiety to be allotted to those having rights of common, for authorising a separate award to be made of the Crown allotment, and for providing that the residue should remain open and undivided.

That Bill having passed in the last session of Parliament (58 Geo. III., cap. 99) the Commissioners for the inclosure of this Forest have since confined their operations to making such a survey and valuation of the waste as may enable them to set out the Crown allotment, which we intend to dispose of in the same manner as Exmoor, as soon as the Commissioners have made their award, which they expect to be able to complete in the course of this month.

Report IV. Page 30.

Under the Act 58 George III., cap. 99, respecting Brecon Forest mentioned in our last report, there were allotted in severalty to His Majesty *in compensation for all the rights of the Crown over that extensive and barren waste*,† 13,760 acres, being one moiety of what remained after providing for expenses. This allotment was advertised to be disposed of by tender, and has been sold to John Stewart, of the City of London, merchant, on the nomination of John Christie, Esq., whose tender was the highest, together with the rights of the Crown to the tithes over the same for the sum of 16,330*l.*, which sum, together with the 200*l.* received from Archibald Christie, Esq., for the right of the Crown to tithes over some allotments sold for the purpose of raising money for carrying the measures authorised by Parliament into execution; and the purchase money on the sale of the Crown allotments in Exmoor forest was carried to the account of the Woods and Forests Fund at the Bank of England, and materially assisted in paying the very considerable demands upon those funds for several years past, on account of the extensive enclosures and plantations made in the royal forests.

† The Commissioners of Woods and Forests of that day evidently understood the matter in its proper light, and that on being allotted 13,760 acres in severalty as compensation, on had relinquished all claims over the rest of the allotment lands of the Forest.

Report IV. (*Sales under Act* 55, *George III., cap.* 190.) *Appendix No.* 26, *Page* 161.

		Acres.	£	
A.D. 1820 Feb. 7	John Stewart, of London, merchant.	13,760	15,000	
„	Archibald Christie, Esq., of London, sale of the Crown rights and royalties over five allotments of land.	—	200	
Feb. 15	John Stewart, of London, merchant, sale of the Crown rights to tithes over the above 13,760 acres.	13,760	1,330	(*See* copy of conveyance infra.)

Extracts from Acts of Parliament.

55 Geo. III., cap. 190, sec. 57:

"And be it further enacted that from and after the execution of the final award of the said Commissioners, all forestal rights and privileges whatsoever of the King's Majesty, his heirs and successors, and his or their lessee or lessees, grantee or grantees, and of all other persons whomsoever, within, upon, and over the said Forest, shall cease, determine, and be for ever extinguished, and the whole of the said Forest shall be disafforested to all intents and purposes whatsoever."

58 Geo. III., cap. 99, sec. 12:

"And be it further enacted that all the rest, residue, and remainder of the said lands and grounds by the said recited Act directed to be divided, allotted, and inclosed, shall be and remain open and uninclosed for the benefit of the several other owners or proprietors of ancient messuages, cottages, inclosed lands, and grounds, entitled to rights of common in, over and upon the said lands and grounds according to their several and respective rights and interests therein, freed and discharged from all forestal rights, and from all claims of His Majesty, His heirs, and successors and all persons lawfully claiming under him or them, save and except such rights and interests as are herein-after expressly reserved to His Majesty, His heirs, and successors."

Express Reservation as to Mines and Minerals.

Sec. 17:

* * * *

"Provided always, that this Act shall not defeat or prejudice the right or interest of the King's most Excellent Majesty, His heirs and successors, in or to any mines of coal, lead ores, or any other minerals whatsoever, in or under the same Forest or any part thereof, but that His Majesty, His heirs and successors, and his or their lessees and grantees, agents, servants and workmen, may search for, dig, raise, and carry away all coal, lead ores, metals, and all other minerals whatsoever, as if this Act had not been passed."

General Reservation.

Sec. 19:

‡ "Saving always to the King's most Excellent Majesty, His heirs and successors, Hand to all bodies politic, corporate, or collegiate, and their successors, and to all and every person and persons whomsoever, his and their heirs, executors, administrators, and assigns, all such estate, right, title, interest, claim, and demand whatsoever (other than and except such as is and are hereby expressed, meant, and intended to be barred, destroyed, and extinguished) in, to, or out of the said Forest and open commonable lands by the said recited Act directed to be divided, allotted, and inclosed before the passing of this Act, or could have had and enjoyed therein in case this Act had not been passed."

‡ Mr. Sowray in his evidence for the Office of Woods, &c., question No. 27,578, relies on this general saving clause in defence of the action of the Crown in granting vague and undefined rights over and interests in the Forest to Mr. Stewart by the conveyance of 1820. [*See* copy of conveyance, *infra.*]

Extract from the Final Award of the Commissioners.

And we the said Commissioners having so set out and allotted the several other allotments of the said open and uninclosed lands of the said Forest according to the several Acts of 55 Geo. III. and 58 Geo. III., and having in pursuance of the same Acts made and executed the said award bearing even date with these presents of one full moiety or half part of the residue of the open and uninclosed lands of the said Forest unto His Majesty, his heirs and successors.

Do hereby award and allot all that part, residue, and remainder of the said open and uninclosed lands of the said Forest, containing by admeasurement 17,106 acres (be the same more or less), and which are particularly delineated and described on the map or plan hereunto annexed, to be and remain open and uninclosed for the benefit of the several persons whose names are set forth in the schedule herein-after contained, or hereunto annexed, and their respective heirs and assigns for ever, freed and discharged from all forestal rights, and from all claims of His Majesty, his heirs and successors, and all persons lawfully claiming under him or them (save and except such rights and interests as are expressly reserved to His said Majesty, His heirs and successors, in and by the 58 Geo. III.).

Division of the Forest Lands.

Sale Allotments to pay for Expenses.

		A.	R.	P.	
No. 1	John Parton	434	—	—	Sold before the passing of 58 Geo. III. and sold free of tithes.
„ 2	John Powell	233	3	6	
„ 3	Jenkin Powell	146	1	25	
„ 4	William Rowland Alder	3,988	5	30	
„ 5	Maddocks and Hughes	102	2	30	
„ 6	John Parton	2	1	30	Sold subject to tithes.
„ 7	„	2	0	0	
„ 8	„	32	3	8	
„ 9	Archibald Christie	2	0	0	
„ 10	„	985	1	2	
„ 11	„	567	2	1	
„ 12	„	226	3	20	
„ 13	„	5	0	0	
„ 14	William Vaughan	138	2	20	
„ 15	John Powell	55	2	11	
„ 16	Walter Powell	198	0	0	
„ 17	William Powell	61	0	0	
„ 18	Robert Williams	2	0	2	
„ 19	Henry Williams	4	1	28	
„ 20	Thomas Bold	8	0	7	
„ 21	William Rowland Alder	147	3	6	
„ 22	„ „	126	0	21	
„ 23	„ „	31	3	1	
„ 24	„ „	10	0	0	
„ 25	David Morgan	17	0	0	
„ 26	Thomas Powell	17	0	0	
	Total	7,541	3	8	
	AA & BB, William Rowland Alder.	540	0	0	
	Total sale allotments	8,081	3	8	

Tithe Allotments.

		A.	R.	P.
A	Wain Dwr	167	0	0
B2	Carne Gwinnion	43	0	0
C3	Near Glyn Tawe Road	82	0	0
	Acres	292	0	0

Limestone Quarries.

No. 1	Blaen Hepstey	6	1	14
„ 2	Cefn Garreg	10	1	22
„ 3	Carne Gwinnion	58	1	2
„ 4	Blaen Neath	11	1	17
„ 5	Penwylt	40	3	21
„ 6	Haffes	5	1	13
„ 7	Pentre Cribarth	7	2	21
„ 8	Near Cribarth Road	2	2	20
	Acres	142	3	10

Other Quarries.

No. 9	Losgoed	1	2	5
„ 10	Van Vrynich	0	2	16
	Acres	2	0	21

Watering Places.

C	On the Losgoed marked C			
A & B	Two pieces on Wain Hepstey			
	Acres			

Crown Allotments.

	Allotment Coloured Blue	13,860	0	0
	Less Wain Licky	240	0	0
		13,620	0	0
	Add Allotment C C	147	0	0
		13,767	0	0

	Commoners' Allotment	17,106	0	0

Summary.

	A.	R.	P.
Sale	8,081	3	8
Tithe	292	0	0
Limestone	142	3	10
Other Quarries	2	0	21
Crown 13,620			
„ 147			
	13,767	0	0
Commoners'	17,106	0	0
Total	39,390	3	0

Summary of Cost of Inclosure Scheme and Proceedings.

Receipts on Account of Sales of the Forest Land.

	£	s.	d.
Jenkin Powell	36	0	0
John Powell	510	0	0
John Parton	1,317	0	0
Jenkin David	324	0	0
William R. Alder	9,764	0	0
W. Vaughan	200	0	0
A. Christie	3,494	10	0
William Powell	120	0	0
R. Williams	10	0	0
Thomas Bold	15	0	0
T. Williams	10	0	0
Walter Powell	150	0	0
J. T. Wilkins	63	15	0
Morgan and Powell	85	0	0
Mrs. Gwynne	80	0	0
Sundry Receipts	35	8	2
	£16,215	13	2

Expenditure.

	£	s.	d.
Mr. H. De Bruyn, Commissioner	2,161	11	4
Mr. Cheese, Commissioner	1,671	3	8
Mr. Davies, Surveyor	2,829	6	0
Mr. Wharton, Surveyor	2,534	0	0
Mr. Watkins, Road Surveyor	350	16	3
Mr. T. Bold, Solicitor	1,428	15	4
Mr. J. Jones, Solicitor	1,485	9	9
Messrs. Bold and Gabb, Solicitors	1,245	13	10
Messrs. Jones and Green	368	13	4
Messrs. Powell, Jones and Powell	28	15	0
Mr. E. Jones (costs *re* Rice Powell) Solicitor	477	15	9
Mr. Thompson, Enrolling award	54	8	8
Mr. Driver, Auditor	52	10	0
Mr. Fulljames, Umpire	42	0	0
Mr. Walter Powell, Clerk of the Peace	4	3	8
Interest on temporary Loans (Wilkins & Co. and Woods & Forests Department)	139	9	0
Sundry Payments for Public Accounts, Advertisements, &c.	592	1	10
Balance in hand *	747	19	9
	£16,214	13	2

Analysis of Expenditure.

	£
Commissioners cost	5,000
Surveyors ,,	5,000
Solicitors ,,	5,000
Sundries ,,	1,000
	£16,000 odd.

D.—Copy of Conveyance of Crown's Allotment.

The following is a copy of the deed of conveyance by the Crown, which is referred to by Mr. Lloyd in his evidence No. 50, 881, as having caused great confusion and difficulty:—

Among the Inrolments in the custody of the Keeper of Her Majesty's Land Revenue Records and Inrolments in Book intituled "South Wales Inrolments, 15 fo. 34" is the following:—

By the Commissioners of His Majesty's Woods Forests and Land Revenues.

Inrolled 6th March 1822. A.B. Actg. Auditor.

Whereas by an Act of Parliament made and passed in the fifty-fifth year of the Reign of His late Majesty King George the third entituled "An Act to amend an "Act made in the forty-eighth year of the Reign of "His said Majesty to improve the Land Revenue of "the Crown so far as relates to the Great Forest of "Brecknock in the County of Brecknock and for vesting in His Majesty certain parts of the said Forest "and for inclosing the said Forest" after reciting that the King's most Excellent Majesty in right of his Crown was seized to himself his heirs and successors of the Great Forest of Brecknock in the County of Brecknock which Forest was of considerable extent and that the waste Lands within the same were computed to be upwards of Forty thousand acres Subject nevertheless to such rights of Common and other rights as therein mentioned It was thereby enacted (amongst other things) that Henry De Bruyn and John Cheese both therein named and their successors to be nominated or appointed in manner thereinafter mentioned should be and they were thereby appointed Commissioners for dividing allotting and inclosing the said Forest and all the open commonable Lands and grounds within the same and for carrying into execution the several other purposes of the Act now in recital in such manner as was thereinafter provided or mentioned and with such of the powers and subject to such of the rules orders regulations restrictions and provisions contained in an Act passed in the forty-first year of the Reign of His said late Majesty and referred to in the said Act now in recital as were not altered varied or otherwise provided for by the now reciting Act and it was thereby further enacted that the said Commissioners should and they were thereby authorized and required after making and setting out several allotments therein mentioned to divide set out and allot one full moiety or half part of all the rest residue and remainder of the said Forest due regard being had to the quality and situation thereof unto the King's Most Excellent Majesty his heirs and successors and which Allotment as soon as the same should be allotted and severed from the Lands adjoining thereto should become and remain the exclusive and absolute property of the Kings Majesty his heirs and successors freed exonerated and for ever discharged of and from all rights of Common Common of Pasture and turbary and all other rights of what nature or kind soever And whereas by another Act made and passed in the fifty-eighth year of the reign of his said late Majesty intituled "An Act for altering "and amending An Act made in the fifty-fifth year of "his present Majesty to amend an Act made in the "forty-eighth year of his present Majesty to improve "the Land Revenue of the Crown so far as relates to "the Great Forest of Brecknock in the County of "Brecknock and for vesting in His Majesty certain "parts of the said Forest and for inclosing the said "Forest" After reciting or taking notice of the said Act of the fifty-fifth year of the Reign of His late Majesty and reciting that the Commissioners appointed in and by the said last mentioned Act had proceeded to put the same into execution and that great expences had been thereby incurred and that considerable parts of the said Forest had been sold by the said Commissioners to defray such expences and after further reciting that it appeared that the soil of so much of the said Forest and the Lands and Grounds in the said recited Act mentioned as would remain to be divided and allotted in severalty unto and amongst the persons entitled to rights of common in over and upon the said Forest after making and setting out the other allotments in the said last recited Act directed was so poor and sterile that the same would not answer the expenses of enclosure and cultivation and that it was therefore expedient that so much of the said recited Act as directed that allotments should be made in lieu of tithes and that the said Commissioners should allot the residue of the said Forest and other open and commonable lands after setting out the King's Allotment and such other Allotments as thereinbefore mentioned in severalty unto and amongst the several Persons intitled to commonage in over or upon the same freed and discharged from the tythes and rights of common should be repealed together with all powers and authorities given by the said last recited Act to the said Commissioners for that purpose and that the said Commissioners should be authorized and required to allot one moiety of the said Forest to the King's most excellent Majesty his heirs and successors and the other moiety thereof to and amongst the several Persons entitled to rights of Common to be enjoyed by them in common as thentofore or in such manner and under such rules and regulations as thereinafter mentioned but freed from all Forestal rights It was therefore enacted that so much of the said Act of the fifty-fifth year of the reign of his said late Majesty as directed and empowered the said Commissioners to turn or alter any streams springs or watercourses within the said Forest and make and set out any Allotments in lieu of tythes to any Person or Persons whatsoever and to ascertain settle or determine to whom such allotments should belong and to set out and allot the residue of the lands and grounds by the said last recited Act directed to be divided allotted and inclosed unto and amongst all and every the Persons entitled to Commonage in over or upon the same respectively or any part or parts thereof respectively in proportion to the real value of their several and respective messuages cottages lands and tenements in respect whereof they were entitled to such right of common and to the part or parts of the lands to be inclosed in over and upon which their respective rights of common should extend together with all powers and authorities given to the said commissioners for that purpose and all other powers and authorities given by the said recited Act to the said Commissioners for directing the fencing of Allotments and also so much of the same Act as directed that all tithes both great and small moduses compositions and other payments in lieu of tithes arising renewing and payable within the said Forest lands and grounds and all rights of common in over and upon the same should cease and be for ever extinguished should be and the same was and were thereby repealed and it was thereby further Enacted that the King's Most Excellent Majesty his heirs and successors should from thenceforth continue to take demand have and receive all tithes both great and small and all moduses composi-

* This was expended in making roads.

tions and other payments in lieu of tithes whatsoever arising growing renewing increasing happening or payable out of from or in any of such part or parts of the open and commonable lands within the limits of the said Forest as were extra Parochial and that all tithes both great and small and all moduses compositions and other payments in lieu of tithes whatsoever arising growing renewing increasing happening and payable in over or upon such part or parts of the said open or commonable lands as was or were locally situate within the bounds or limits of any Parish or Parishes if any part or parts were so situate should thenceforth be demanded taken and payable by and to the person or persons bodies politic corporate or collegiate who was were or should be entitled thereto in as full ample and beneficial and in such and the same manner as if the said Act of the fifty fifth year of the Reign of his said late Majesty had not been passed and after further reciting that the said Commissioners had under the authority of the said last-mentioned Act sold certain parts of the said Lands and grounds within the said forest for defraying the expences of passing and carrying into execution the same act and that the Lands and Grounds so sold had been purchased by the Persons then holding the same as tithe free It was thereby therefore enacted that nothing therein contained should be construed or extend to subject any lands which had been so sold tithe free to the payment of tithes but that the same should remain and continue free and exempt from tithes in such and the like manner as if the Act now in recital had not been passed and that the said Commissioners should and they were thereby authorised and required to set out and allot unto or for the King's Majesty his heirs and successors or the person or Persons bodies politic or corporate or collegiate who would have been entitled to tithes in kind in over or upon the said lands and grounds so sold by the said Commissioners as tithe free so much and such parcel of the said lands and grounds by the said Act of the fifty fifth year of the reign of His said late Majesty directed to be divided allotted and inclosed should in the judgment of the said Commissioners be a full compensation and satisfaction for all tithes both great and small and all moduses compositions and other payments in lieu of tithes arising growing renewing increasing happening or payable out of or from or for or in respect of all such lands and grounds which had been so sold tithe free as aforesaid and that after the making and setting out of the Allotments by the Act now in recital directed to be made as a compensation and satisfaction for the tithes of the lands which had been so sold tithe free as therein mentioned and the allotments of land to be sold under the authority of the Act now in recital for payment of expences the said Commissioners should and they were thereby required to divide set out and allot one moiety or full half part of all the rest residue and remainder of the said Forest (due regard being had to the quality and situation thereof) unto the King's most excellent Majesty his heirs and successors and which said allotment as soon as the same should be allotted and severed from the Lands adjoining thereto should become and remain the exclusive property of His Majesty his heirs and successors freed exonerated and for ever discharged of and from all rights of common common of pasture and turbary and all other rights of what nature or kind soever and it was thereby further enacted that all the rest residue and remainder of the said lands and grounds by the said therein recited Act directed to be divided allotted and inclosed should be and remain open and uninclosed for the benefit of the several other owners or Proprietors of antient messuages cottages inclosed lands and grounds entitled to rights of common in over and upon the said lands and grounds according to their several and respective rights and interests therein freed and discharged from all forestal rights and from all claims of His Majesty his heirs and successors and all persons lawfully claiming under him or them save and except such rights and interests as were thereinafter expressly excepted and reserved to his Majesty his heirs and successors and it is thereby provided that the Act now in recital should not defeat or prejudice the rights or interests of the King's Most Excellent Majesty his heirs or successors in or to any mines of coal lead ores or any other minerals whatsoever in or under the same Forest or any part thereof but that his Majesty his heirs and successors or his or their Lessees or Grantees Agents Servants and workmen might search for dig raise and carry away all Coal lead ores metals and all other minerals whatsoever as if the Act now in recital had not been passed And whereas the said Henry De Bruyn and John Cheese as such Commissioners as aforesaid did by their award in writing bearing date the tenth day of June in the year One thousand eight hundred and nineteen (amongst other things) award set out and allot as and for one full moiety or half part of all the rest residue and remainder of the said Forest unto the King's most Excellent Majesty his heirs and successors the several pieces or parcels of land therein and thereinafter described (that is to say) All that piece or parcel of land containing by admeasurement Thirteen thousand eight hundred and sixty acres or thereabouts be the same more or less bounded on the north partly by the Allotment thereinbefore awarded and set out in lieu of tithes marked 63 upon the map or plan referred to by the said Award in other parts by the Derwynnydd Brook the old inclosures then or then lately belonging to Rice Powell Clerk Llewellin Powell David Morgan Lewis Powell John Llewellyn Esquire Penry Williams Esqre and William Hopkins respectively the Cnewer Brook the Treweren Brook and on the remaining parts of the north by the Allotment awarded and set out to the owners or proprietors of ancient messuages cottages inclosed lands and grounds whose rights of common in and over the said Forest have been established and by lands sold to Walter Powell Esquire and on the East by the turnpike Road from Brecon to Neath by Lands sold to Archibald Christie Esquire by the Old Inclosures then or then lately belonging to Llewellin Powell and the heirs of the then late Walter Jeffreys respectively the Public lime Stone Quarries marked No. 4 on the said Map or Plan lands sold to John Parton, Esqre other lands sold to the said Archibald Christie and the old inclosed lands then or then lately belonging to Watkin Powell on the South by lands sold to the said Archibald Christie and by the old inclosed lands then or then lately belonging to Walter Price of Clynllech and the said Llewellin Powell and on the west by the old inclosed lands then or then lately belonging to William Gwyn, Esqr the said Walter Price Jane Powell and Watkin Morgan respectively the Public Lime Stone Quarry marked No. 5 on the said Map or Plan lands then or then lately belonging to William Powell John Llewellyn Esqre and Jenkins Thomas Watkins respectively and by the Public Road leading from Trecastle to Clyntawe and which said allotment piece or parcel of land was more particularly delineated and described upon the Map or Plan thereunto annexed and was so awarded and allotted by the said Commissioners subject to the then roads and driftways in and over the same excepting such unnecessary roads or driftways as should be stopped up under and by virtue of the order in writing of any two Magistrates of the County of Brecknock and reciting that the said Commissioners had comprised in the Allotment so made as aforesaid to the King's most Excellent Majesty his heirs and successors all that piece or parcel of land called Wain Liky being part and parcel of a tract of land called Cefn Cil containing by admeasurement Two hundred and forty acres or thereabouts be the same more or less bounded on the North by the Deiwynith Brook on the East by a Farm and lands belonging to the said Rice Powell called Cum Deiwynidd on the South by the Paddest Brook and on the west by part of the lands therein awarded to the King's most Excellent Majesty his heirs and successors and also reciting that a certain Suit therein mentioned to have been commenced by the said Rice Powell against the said Commissioners concerning the title of the said last mentioned piece or parcel of land being then pending and undetermined and it being expedient that an equivalent to one moiety of the said piece or parcel of land quality and situation being considered should be awarded and allotted to the King's most excellent Majesty his heirs and successors out of the Allotment awarded and allotted by the said Commissioners in and by their other Award bearing even date with the one now in recital for the benefit of the Owner or Proprietors of ancient messuages cottages inclosed Lands and grounds whose rights of common upon the said Forest had been established in the event of the said piece or parcel of land called Wain liky being decided upon the trial of the said cause to be the property of the said Rice Powell the said Commissioners did by their said Award now in recital Award and Allot unto the King's most excellent Majesty his heirs and successors All that allotment piece or parcel of land containing by admeasurement One hundred and forty acres or thereabouts be the same more or less bounded on the north by the open lands of the said Forest and lands belonging to Rees Howell on the South by lands awarded and allotted by the said Commissioners in their said other Award to William Powell

and the open lands of the said Forest and on the West by the open and commonable Lands in the lordship of Garth and which said last mentioned piece or parcel of land was so awarded and allotted by the said Commissioners subject to the ancient tracks or driftways over the same which said last mentioned allotment piece or parcel of land should in the event aforesaid become and remain the exclusive property of the King's most Excellent Majesty his heirs and successors freed exonerated and for ever discharged of and from all rights of common common of pasture and turbary and all other rights of what nature or kind soever But in case the verdict in the said cause should determine the said piece or parcel of land called Wain liky to be a part of the said Forest and not the private property of the said Rice Powell Then and in that case the said Commissioners thereby awarded and allotted the said piece or parcel of land last thereinbefore described as part of the residue of the said Forest in and by their said Award bearing even date with the said Award now in recital awarded and allotted to and for the benefit of the persons whose rights of common upon the said Forest had been established as thereinbefore mentioned And whereas by a certificate of contract in writing under the hands of the Right Honorable William Huskisson and William Dacres Adams Esquire Two of the Commissioners of His Majesty's Woods Forests and Land Revenues for and on behalf of the King's most excellent Majesty bearing date the seventh day of February One thousand eight hundred and twenty and duly inrolled in the Auditors Office for the County of Brecon it was certified that in pursuance of a warrant from the Right Honourable the Lords Commissioners of His Majesty's Treasury bearing date the twenty fourth day of November then last past The said William Huskisson and William Dacres Adams had contracted and agreed with John Stewart of Mark Lane in the City of London merchant for the sale to the said John Stewart for fifteen thousand pounds of All that the said allotment piece or parcel of land part of the said Great Forest of Brecknock aforesaid containing by admeasurement Thirteen thousand eight hundred and sixty acres which was awarded set out and allotted unto the King's Most Excellent Majesty his heirs and successors by the said Henry de Bruyn and John Cheese as aforesaid and hereinbefore particularly mentioned and described (save only and except out of the said allotment piece or parcel of land so contracted and agreed to be sold to the said John Stewart as aforesaid the said piece or parcel of land called Wain Liky) and which said excepted piece or parcel of land was at the date and publication of the said Award in dispute the same having been claimed by Rice Powell Esquire and a Suit having been commenced by him against the said Henry De Bruyn and John Cheese as aforesaid for the purpose of trying his title thereto and which Suit had been then since decided in his favor and his title thereto had been established by a verdict in the said Suit And also all that the said other allotment piece or parcel of land being other part of the said Great Forest containing by admeasurement One hundred and forty acres or thereabouts and which said Allotment of One hundred and forty acres was in and by the said Award directed to become and remain the exclusive property of the King's Majesty (subject to the ancient tracks or driftways over the same) in the event of the claim of the said Rice Powell to the said excepted piece or parcel of land called Wain Liky being established by a verdict in his favour in the said Suit as aforesaid And which one hundred and forty acres were therefore then become the absolute and exclusive property of his said Majesty which said pieces or parcels of land so contracted and agreed to be sold to the said John Stewart contained together by admeasurement in the whole Thirteen thousand eseven hundred and sixty acres the said first mentioned allotment after deducting the said excepted piece called Wain Liky being thirteen thousand six hundred and twenty acres and the said allotment awarded in lieu of such excepted piece being one hundred and forty acres as aforesaid and which said allotment pieces or parcels of land so contracted and agreed to be sold to the said John Stewart as aforesaid were more particularly delineated and described in the Map or Plan thereof thereunto annexed Together with all mines of Coal Lead Ores Metals and all other minerals whatsoever in or under the same and all other His Majesty's manorial and other rights royalties and privileges in and over the said several allotments respectively and all ways paths passages waters watercourses rights easements privileges and appurtenances to the said pieces or parcels of land so contracted and agreed to be sold to the said John Stewart as aforesaid belonging All which said premises the said Commissioners of His Majesty's Woods Forests and Land Revenues were authorised and empowered in and by the said above recited Act of Parliament of the fifty-fifth year of His then late Majesty's reign to sell as therein mentioned which said price or sum of Fifteen thousand pounds was to be paid by the said John Stewart into the Bank of England and carried to the account of the Public monies of the Commissioners of His Majesty's Woods Forests and Land Revenues "the Woods and Forests Fund" and from and immediately after the payment of the said sum into the Bank in manner aforesaid and the inrolment of the now reciting certificate and the receipt for the purchase money in the Office of the Auditor of the Land Revenue for the County aforesaid and thenceforth for ever the said John Stewart and his heirs or assigns shall be adjudged deemed and taken to be in the actual seizin and possession of the said hereditaments and premises so by him purchased and should hold and enjoy the same peaceably and quietly freed and discharged from all claims and demands of His Majesty his heirs and successors or of any person or persons claiming under him or them And whereas the said John Stewart has since contracted and agreed with the Commissioners of His Majesty's Woods Forests and Land Revenues for the purchase of such further rights royalties privilege and interests of His Majesty in the said Forest as hereinafter described at or for the price or sum of One thousand three hundred and thirty pounds Now these are therefore to Certify That in pursuance of a warrant from the Right Honorable the Lords Commissioners of His Majesty's Treasury bearing date the Fourteenth day of December One thousand eight hundred and twenty William Dacres Adams and Henry Dawkins Esquires two of the Commissioners of His Majesty's Woods Forests and Land Revenues for and on behalf of the King's Most Excellent Majesty Have contracted and agreed with the said John Stewart For the Sale to him At or for the price or sum of One thousand and three hundred and thirty pounds of lawful money of Great Britain of all His Majesty's rights and interests of in and to All tithes both great and small and of in and to all moduses compositions and other payments whatsoever in lieu of tithes arising growing renewing increasing happening or payable out of from or in respect of the said several pieces or parcels of land so sold to the said John Stewart as hereinbefore mentioned And also out of from or in respect of All and singular the allotments pieces or parcels of land allotted or set out by the Award of the said Commissioners to and for the benefit of the Owners or proprietors of ancient messuages cottages inclosed lands and grounds whose rights of common upon the said Forest have been established And also out of from or in respect of any other part or parts of the said Great Forest save and except out of and from such part or parts thereof as have been sold by the said Commissioners of Inclosure as Tithe free and out of and from the several allotments containing together one thousand seven hundred and eighty-six acres and twenty-three perches His Majesty's rights over which have been sold to the said Archibald Christie as aforesaid and save and except out of and from an allotment piece or parcel of land commonly called Carne Gwynnen containing by admeasurement forty-three acres or thereabouts bounded and abutted as in the said Award is particularly mentioned (His Majesty's rights over which said allotment have been agreed to be sold to John Parton late of Charlotte Street Bloomsbury in the County of Middlesex Gentleman now deceased) And also for the sale to him the said John Stewart of all His Majesty's rights and interests in to and over All that allotment piece or parcel of land commonly called and known by the name of Waindur containing One hundred and sixty-seven acres or thereabouts be the same more or less bounded and abutted as in the said Award is particularly mentioned and therein distinguished by the Letter and Figure A. 1. And also in to and over all that other allotment piece or parcel of land containing by admeasurement eighty-two acres or thereabouts be the same more or less also bounded and abutted in the said Award is particularly mentioned and therein distinguished by the Letter and Figure C. 3. and which last mentioned allotments are two of the Allotments which have been set out and allotted by the said Award unto the person or persons who would have been entitled to the tithes arising renewing increasing happening or payable for or in respect of the said several pieces of land so sold by the said Commissioners as Tithe free as aforesaid if the

same had not been so sold and also for the sale to him the said John Stewart of all mines of Coal Lead Ore Metals and all other Minerals and *all other Manorial and other rights royalties privileges and interests of every description whatsoever of or belonging to His Majesty his heirs and successors in and over the said respective allotments and in and over the whole of the said Great Forest of Brecknock** save only and except in and over the said several allotments containing together One thousand seven hundred and eighty-six acres two roods and twenty-three perches His Majesty's rights over which have been purchased by the said Archibald Christie as aforesaid and save also and except in and over the said allotment piece or parcel of land commonly called Carne Gwynnen containing by admeasurement forty-three acres or thereabouts His Majesty's rights over which have been so agreed to be sold to the said John Parton as aforesaid All which said premises so contracted and agreed to be sold to the said John Stewart the said Commissioners of His Majesty's Woods Forests and Land Revenues are authorized and empowered in and by the said above recited Act of Parliament of the fifty-fifth year of His late Majesty's reign with the approbation of the Lord high Treasurer or the Commissioners of His Majesty's Treasury for the time being or any three or more of them to contract and agree for the Sale of and absolutely to make Sale and dispose of as by reference to such Act will more fully appear which said price or sum of one thousand three hundred and thirty pounds of lawful Money of Great Britain is to be paid by the said John Stewart into the Bank of England and carried to the account of the public monies of the Commissioners of His Majesty's Woods Forests and Land Revenues being "The Woods and Forests Fund" and from and immediately after the payment of the said Sum into the Bank in manner aforesaid and the inrolment of this Certificate and the receipt for the purchase money in the Office of the Auditor of the Land Revenue for the County aforesaid and thenceforth for ever the said John Stewart and his heirs or assigns shall be adjudged deemed and taken to be in the actual seizin and possession of the said Tithes Rights Royalties Hereditaments and premises so by him purchased as aforesaid and shall hold and enjoy the same peaceably and quietly freed and discharged from all claims and demands of His Majesty his heirs and successors or of any person or persons claiming under him or them and in as full and ample manner to all intents and purposes as his Majesty his heirs or successors might or could have held or enjoyed the same if such Sale had not been made.

Given under their hands this Fifteenth day of February in the Year of Our Lord One thousand eight hundred and twenty two

WM. DACRES ADAMS
HENRY DAWKINS
} Commissioners of His Majesty's Woods Forests and Land Revenues

Signed by the above named William Dacres Adams and Henry Dawkins in the presence of

A. MILNE

Received the Nineteenth day of February one thousand eight hundred and twenty-two of and from the above named John Stewart the sum of one thousand three hundred and thirty pounds of lawful money of Great Britain being the consideration money expressed in the above written Certificate

Witness my hand
For the Governor and Company of the Bank of England
T. TRIQUET, Cashier

£1330 0 0
entd.
J. GILBERT.

Examined by me
EDW. H. RHODES
Deputy Keeper

I certify the foregoing to be a true copy from the said Inrolments pursuant to the Act 15 & 16 Vict. cap 62. sec. 8. having been examined as above

Land Revenue Record Office
22nd February 1893

H. G. HEWLETT
Keeper of the Records.

* These general words have created the difficulty. It is contended by the allotment holders that the crown had previously by statute surrendered all forestal rights and all claims whatever to and over their allotment land, except to minerals; and that this is an attempt improperly to assume again and to convey rights already fully compensated for and extinguished.—John Lloyd.

E.—LETTER FROM THE PARLIAMENTARY SECRETARY TO THE TREASURY.

The annexed letter has been received from Sir John Hibbert on behalf of the Commissioners of Woods, &c. and the Treasury, showing the present views of that Department on the case.

Brecknock Forest.

Treasury Chambers,
Whitehall, S.W.
22nd August 1893.

DEAR SIR,

I HAVE received a Report from the Commissioners of Woods on your letter of the 7th August, raising the two points (1) what had the Crown to sell in 1820, and (2) what did the Crown sell to Lord Tredegar's predecessor in title.

You also ask for the report of the Crown Surveyor at the time of the sale with the object of elucidating the two questions.

The two questions which you ask can only be answered by reference to the Acts of Parliament, the Awards made thereunder, and the Crown conveyances.

I understand from the Commissioners of Woods that you have had access to all these.

It is clear that the Crown could only convey what was awarded to it or reserved to it under the Acts of Parliament, and therefore the question is only one of interpretation, as to which it is open to you to take legal advice, but as to which neither I nor the Commissioners of Woods can assist you.

I need only add that no Crown Surveyor's report such as you speak of is known or believed to exist: and even if there had been such in existence, it would not have interpreted or limited the conveyances by the Commissioners of Woods, so far as those conveyances are limited to what the Crown had to convey. Beyond that they were, and are, invalid.

I have, &c.
(Signed) JOHN T. HIBBERT.

John Lloyd, Esq.

PARTICULARS of OWNERS and AREA of PROPERTY purchased on the WATERSHED AREA.

(Handed in by Mr. Stephen W. Williams, F.S.A., at Rhayader, Question 52,390, 61st Day.)

BIRMINGHAM CORPORATION WATER.

List of Owners of Property on the Watershed Area with whom Agreements for purchase have been entered into by the Corporation.

Owners.	Ancient Freeholds.			Exclusive and Commonable Rights.			Total estimated Areas.		
	A.	R.	P.	A.	R.	P.	A.	R.	P.
Robert Lewis Lloyd.									
Parish of Llanwrthwl	1,373	3	27	2,890	0	0			
Parish of Cwmdauddwr	2,260	3	20	8,643	0	0			
Parish of Gwnnws	6	1	32	—					
	3,641	0	39	11,533	0	0	15,174	0	39
Lewis Pugh Pugh.									
Parish of Gwnnws	38	1	9	882	0	0	920	1	9
General and Mrs. Sladen.									
Parish of Cwmdauddwr	552	0	37	2,439	0	0	2,991	0	37
Messrs. Thomas and Williams.									
Parish of Llanwrthwl	114	1	5	4,320	0	0			
Parish of Cwmdauddwr	3	0	16	—					
	117	1	21	—			4,437	1	21
Messrs. E. & D. Thomas.									
Parish of Cwmdauddwr	61	2	4	769	0	0	830	2	4
Thomas Pugh Evans.									
Parish of Llanwrthwl	1	3	10	—					
Parish of Cwmdauddwr	87	1	38	463	0	0			
	89	1	8	—			552	1	8
Edward Thomas Evans.									
Parish of Cwmdauddwr	165	3	12	305	0	0	470	3	12
Earl of Lisburne.									
Parish of Caron Uwch Clawdd	—			1,993	0	0			
Parish of Yspytty Ystwyth	2	0	35	1,704	0	0			
Parish of Gwnnws	22	2	1	828	0	0	4,549	2	36
	24	2	36	4,525	0	0	29,926	2	6

Summary.

	A.	R.	P.
Ancient freehold property, purchased	4,690	2	5
,, ,, ,, unpurchased	862	3	34
Commonable and exclusive rights, purchased	25,286	0	0
Commonable and exclusive rights, unpurchased	14,734	0	0
Total area of watershed	45,573	1	39

Table showing Property purchased and left unpurchased in each Parish.

Parish.	Area purchased.			Area left unpurchased.		
	A.	R.	P.	A.	R.	P.
Llanwrthwl	8,700	0	2	3,482	2	0
Caron Uwch Clawdd	1,993	0	0	620	0	0
Yspytty Ystwyth	1,706	0	35	100	1	8
Gwnnws	1,777	1	2	2,318	2	16
Llangurig	—			*1,257	3	6
Cwmdauddwr	15,750	0	7	7,867	3	3
Total	29,926	2	6	15,646	3	33
				29,926	2	6
Total area of watershed	—			45,573	1	39

* Also the Manorial rights in Llangurig have yet to be purchased.

List of Owners whose Property is unpurchased.

	A.	R.	P.	A.	R.	P.
Sundry Commoners of Llanwrthwl	—			1,027	0	0
Powell and Peacock's trustees	—			620	0	0
Do. Commonable rights	—			2,455	2	0
T. J. Waddingham	10	1	8			
	16	2	16			
				26	3	24
Messrs. Hughes and Parry	90	0	0			
	1,034	0	0			
				1,124	0	0
Lingen trustees	—			115	0	0
H. L. Davies	—			481	0	0
William Davies	—			672	0	0
Clochfaen Estate, trustees of	—			258	0	0
Thomas and Edward Davies	—			27	0	0
J. Rees Pryse	—			221	0	0
				161	0	0
S. D. P. Davies	—			52	0	0
Prickard's Estate, trustees of	699	3	6			
	232	0	33			
	6,223	0	0			
				7,154	3	39
Edward and David Thomas	—			734	0	0
John Edwards	—			517	0	0
Chapel, church, and school	—			0	2	10
Total				15,646	3	33

Manorial Rights over the Commonable Lands purchased.

	A.	R.	P.
From Sir Joseph Bailey	10,133	0	0
From Robert Lewis Lloyd, Esq.	20,254	0	0
From Earl of Lisburne	4,407	0	0
Total manorial rights over common lands purchased	34,794	0	0
Minerial rights purchased from the Crown, in the Parish of Gwnnws, county of Cardigan	4,279	9	8
	39,073	2	8

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